



## Recommendation for Action

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**File #:** 20-2891, **Agenda Item #:** 32.

9/17/2020

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### **Posting Language**

Authorize negotiation and execution of an interlocal agreement with the Save Historic Mundy District for the operation and management of the food and beverage concession at Lions Municipal Golf Course.

### **Lead Department**

Parks and Recreation Department.

### **Fiscal Note**

This item has no fiscal impact.

### **Prior Council Action:**

N/A.

### **For More Information:**

Kevin Gomillion, PGA Golf Division Manager, 512-974-9350; Sammi Curless, Business Process Specialist, 512-974-6716.

### **Council Committee, Boards and Commission Action:**

September 2, 2020 - Approved by the Parks and Recreation Board on a vote of 9-0 with Board Members Cottam Sajbal and Rinaldi absent.

### **Additional Backup Information:**

The City operates the Lions Municipal Golf Course (Lions), located at 2901 Enfield Road, through a lease agreement, a component of the Brackenridge Development Agreement between The University of Texas System (U.T. System) and the City. The operational status of Lions is uncertain as the City of Austin and the U.T. System continue to explore prospects and opportunities. Save Historic Mundy District (SHMD) was created by the Texas Legislature in June 2019 to preserve the 141.35 acres as a public golf course and publicly available parkland.

While prospects are deliberated on, the Parks and Recreation Department (PARC) wishes to permit the SHMD to manage and operate the food and beverage concession at Lions. This partnership with SHMD will allow SHMD to utilize revenue received from the concession operations to make ongoing improvements to the Lions' infrastructure and equipment in coordination with and approval by PARC. The agreement with the previous food concessionaire at Lions terminated in May, and because the City's lease with the U.T. System is month-to-month, a new solicitation was not conducted. Currently when the golf course is open, food services are offered by a temporary food truck.

The term of the proposed agreement shall run congruent to the current golf course operating lease agreement between the U.T. System and the City. The current lease agreement is a month-to-month agreement with five months minimum notification of termination. This agreement will continue until the lease is terminated, the golf course is sold, or as otherwise agreed to in writing by the parties.

The following highlights the major roles and responsibilities of each party:

**Save Historic Muny District:**

- SHMD shall solicit and contract with a vendor to provide a food service concession operation at Lions, acceptable to the City and approved by the PARD Director, before the vendor enters or conducts operations at Lions.
- SHMD shall ensure that the food service concession operation and vendor meet all the requirements outlined by the City. These shall include, but not be limited to:
  - Concessionaire shall provide a Food-Service Concession operation without the financial support, compensation, or investment direct or in-kind from the City.
  - Hours of operation shall be the same as the golf course hours of operation.
  - Concessionaire shall provide mobile beverage/snack cart service on the golf course in accordance with the City's Division of Golf Operating Policy.
  - Concessionaire, subcontractors and staff shall have appropriate and current state and City permits, licenses, or certifications that are required to provide the services in this scope of work.
- SHMD shall utilize proceeds received from the food and beverage concession operations to make ongoing improvements to the Lions' infrastructure and equipment. All proposed improvements must be approved by PARD.
- SHMD shall provide the City with a concession schedule, menu and price listing, and documentation of SHMD and vendor required insurance coverage.
- SHMD shall prepare and submit a report, in a prescribed form, to the City's Contract Manager. The report shall include:
  - Total gross revenue for all items sold by vendor at Lions.
  - Total expenses.
  - Total revenue paid to SHMD by the vendor.
  - Total of balance of account established for future site improvements to the Lions Municipal Golf Course infrastructure or equipment utilized by the golf course.
- SHMD shall establish and maintain books, records, and accounting systems relating to revenues and expenses incurred by the SHMD and paid from revenues in accordance with standard accounting practices and principles.

**City:**

- Allow SHMD to manage and operate a food and beverage concession at Lions.
- Oversee and monitor SHMD's performance under this agreement through periodic site visits and reporting requirements.
- Provide SHMD with a calendar of events, including official City holidays, observed by the Golf Course.
- Allow SHMD the right to store certain equipment that support concession operation, supplies and materials in a designated area approved by the City.
- Allow SHMD to sell merchandise that promotes awareness for saving the historic golf course; however, SHMD will limit products to be sold that do not directly compete with City pro shop merchandise sales.
- Provide or coordinate daily trash collection services at site.

The City Council's authorization of the contract negotiation and execution will provide patrons of Lions with an indoor food and beverage concession and will allow the City and SHMD to continue their collaboration to preserve the property as the Lions Municipal Golf Course.

**Strategic Outcome(s):**

Economic Opportunity; Health and Environment; Culture and Lifelong Learning.