

SAVE HISTORIC MUNY DISTRICT BOARD OF DIRECTORS
Meeting Minutes

Meeting Date: April 14, 2021
Location: Video Conference Call
Meeting Time: 2:00–4:00 p.m.

Mary Arnold*
Brian Greig*
Andrea McWilliams*
Volma Overton, III*
Ken Tiemann*

Andy Linseisen – City of Austin, Assistant Director of Development Services
Bob Ozer – Save Muny
Holly Reed – President, West Austin Neighborhood Group
Kevin Gomillion – City of Austin, Parks & Recreation Department
Scotty Sayers – Muny Conservancy
Junie Plummer – Real Estate Negotiator
Sara Madera – Resident of SHMD

*denotes Save Historic Muny District (SHMD) Board Member

Minutes:

1. Call to Order

Mary Arnold called the meeting to order at 2:00 p.m.

2. Item 1 (Citizen Communication)

Scott Sayers (Muny Conservancy): Mr. Sayers says boundary stakes have been placed along the Muny/WAYA property line.

Kevin Gomillion (City of Austin): Mr. Gomillion reported on improvements to the driving range. Butler Pitch & Putt has recently opened and been well received. His feeling is that Muny tournament and ballroom access may become available in June.

Bob Ozer (Save Muny): Mr. Ozer questioned if federal infrastructure funds for improvements to Muny can be perused.

3. Item 2 (Approval of 3/10/21 Meeting Minutes)

Brian Greig moved that the 3/10/21 draft minutes be adopted. Volma Overton III seconded the motion. **The motion passed unanimously.**

4. Item 3 (Legislative Reports)

Andrea McWilliams reported HB 681 (Howard) voted out of committee unanimously (9-0) and has been sent to the local calendar committee. The companion bill in the Senate will likely go to committee soon.

5. Item 4 (Vendor Negotiation Report & Possible Action)

Ken Tiemann reported Cisco's has agreed to the terms of the proposed agreement without amendments.

Ken Tiemann moved to approve the contract between SHMD and Cisco's Restaurant Bakery & Bar for food and beverage concessions at Lions Municipal Golf Course. Brian Greig seconded the motion. **The motion passed 4-0.**

6. Item 5 (Status of City of Austin Initiation of Zoning for UT Brackenridge Tract, Including Lions Municipal Golf Course – Discussion / Possible Action)

Andy Linseisen reported that four zoning cases have been initiated for UT properties on the Brackenridge Tract. Notices should be sent to stakeholders shortly. City is also studying projected income potential for UT under specific zoning scenarios in order to discuss tax increment financing (TIF).

7. Item 5 (Discussion of Future Meeting Dates)

Meeting Date: Wednesday, May 11th, 2021
Location: Video Conference Call
Meeting Time: 2:00–4:00 p.m.

8. Item 6 (Meeting Adjourned)

There being no further discussion, the meeting was adjourned at 4:02 p.m.

**Lions Municipal Golf Course
Food and Beverage
Concession Agreement**

1. **Parties.** This agreement is made and entered into between Cisco's Restaurant Bakery & Bar, 1511 E. 6th St., Austin, TX, 78702, hereinafter referred to as "Vendor" and the Save Historic Munny District, a political subdivision of the State of Texas, herein after referred to as "SHMD," 2901 Enfield Rd., Austin, TX, 78703.
2. **Purpose.** The purpose of this agreement is to establish rights and conditions under which SHMD contracts for Vendor to provide food and beverage concessions at the Lions Municipal Golf Course in Austin, Texas ("Munny"). This agreement shall be for all food and beverages (including alcoholic beverages) sold at Lions Municipal Golf Course by Vendor. The Vendor shall engage in no other business on said premises except the sale of food and beverages, related items, and items provided by SHMD.
3. **Compliance with Interlocal Agreement.** SHMD and the City of Austin have entered into the Interlocal Agreement Between the City of Austin and Save Historic Munny District (the "Interlocal Agreement"), which is attached hereto as Attachment X and incorporated herein by reference. Vendor shall observe and comply with all obligations of the vendor (sometimes called "concessionaire") in the Interlocal Agreement, including making to the SHMD all reports required of the SHMD by Section E therein except the accounting of the balance of proceeds paid by Vendor to the SHMD and complying with the Food and Beverage Concession Requirements set forth in Attachment A thereto. Vendor shall cooperate in assisting the SHMD in making any required report to the City.
4. **Alcoholic Beverage License.** The Vendor shall at all times maintain a current and valid license for the purpose of selling alcoholic beverages. The failure to maintain such license shall constitute a default of this agreement and be grounds for termination by SHMD.
5. **Term.** The term of this Agreement shall run contemporaneously with the Interlocal Agreement and shall terminate upon termination of the Interlocal Agreement.
6. **Concession Proceeds.** Vendor shall pay to SHMD a percentage of net revenue (gross sales minus sales taxes) proceeds from the food and beverage concession. The percentage of net revenue shall be 7% until April 30, 2021, and 10% of Net Proceeds from May 1, 2021 to the expiration or termination of

this Concession Agreement. SHMD shall use the concession proceeds received to make ongoing improvements to Lions' infrastructure and to upgrade or replace equipment, per the terms of the Interlocal Agreement.

7. **Utilities.** The City shall provide electric, water, wastewater, two phone lines, gas service for cooking purposes, and daily trash service and require the Lions site supervisor to coordinate with Vendor regarding these services.
8. **Preparation to Commence Operations.** Prior to conducting operations Vendor shall assist the SHMD in obtaining written consent from the City PARD Director for proposed concession equipment and designate which improvements, if any, made in connection with the Food Concession are permanent and which are the property of Vendor.
9. **Response to Inquiries.** Vendor shall develop and maintain procedures for receiving, investigating and responding to questions, concerns and inquiries from the City, the general public, and the SHMD and provide a copy to the City and the SHMD.
10. **Signs.** Vendor shall not place signs on the premises unless approved by SHMD.
11. **Liability and Indemnity.** Vendor shall defend, indemnify and hold harmless the SHMD and the City, their officers, appointed and elected officials, employees, and agents from and against any and all liability, damages, costs, and expenses, including but not limited to defense costs, arising from or related to the negligence, willful misconduct or violation of federal, state or local law, ordinance, rule, or regulation by Vendor, its employees or agents.
12. **Non-Discrimination.** Vendor shall provide food service to the general public without discrimination on the basis of race, color, religion, national origin, disability, age or sex.
13. **Binding Upon Heirs, Successors and Assigns.** This Agreement is binding upon the parties, their heirs, beneficiaries, successors, administrators, executors and assigns.
14. **Non-Assignment.** Vendor shall not assign, transfer, or share this Agreement or any part thereof without the express written permission of SHMD.
15. **Surrender of Possession.** At the expiration of the Agreement Vendor shall quit and surrender the premises in good condition and repair, reasonable wear and tear excepted.
16. **Default.** If either party to this Agreement is in default and such default shall continue to exist more than thirty (30) days after receipt by the defaulting party written notice, the other party may terminate this Agreement.

- 17. **Termination.** This Agreement shall be terminable for cause by either party upon sixty (60) day written notice.
- 18. **Damage or Destruction of Premises.** If the premises are damaged or destroyed by fire or other causes, SHMD shall be under no obligation to repair or replace.
- 19. **Alterations, Repairs or Improvements.** Vendor shall not make any alterations, repairs, or improvements to the structure at Muny without the prior written consent of SHMD and the City of Austin. Any alterations or improvements shall become the property of the City of Austin.
- 20. **No Liens.** Vendor shall not allow the premises to become subject to liens of any kind, and the attachment of a lien to the premises shall constitute a default of this agreement.

Dated this _____ day of _____, 2021

Save Historic Muny District

By: _____

Vendor

By: _____