

November 14, 2012

WHEREAS, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

WHEREAS, the City Charter requires that the City Council shall approve any contract which exceeds one year in duration; and

WHEREAS, Dallas United Crew, Inc. (DUC) wishes to enter into a twenty-year development and maintenance agreement, with two, ten-year renewal options, for the purpose of construction, renovation, operation and maintenance of a boat house and other structures and improvements at White Rock Lake Park located at 8300 Garland Road, Dallas, Texas; and

WHEREAS, Dallas United Crew, Inc. (DUC) shall design, develop, construct, operate and maintain the Park Improvements on the Premises for the purpose of rowing, kayaking, dragon boats and other oar and paddle sports to be used and enjoyed by the interested citizens of the Dallas-area, particularly the Dallas-area high school and middle school students, with no cost or obligation whatsoever to the City; and

WHEREAS, after approval of the Agreement, and prior to finalizing the design or beginning construction of the Park Improvements, DUC will create a "Park Improvements Development Plan" that identifies a) funding sources for the construction of the Park Improvements, b) design and construction documents and c) funding sources for the maintenance and operation of the Park Improvements during the term of the Agreement; and

WHEREAS, DUC will establish a construction account at a federally insured depository institution, approved by the Director and held in an escrow account for the purpose of designing and constructing the Park Improvements; and

WHEREAS, the Park and Recreation Department Director, or Designee, will approve the "Park Improvements Development Plan" as well as all plans and specifications, and the Park Board Planning and Design Committee will be briefed on the final design prior to the construction of the Park Improvements; and

WHEREAS, construction of the Park Improvements can only commence after DUC provides the City with proof that funds adequate to cover the construction costs plus contingency are held in deposit in the account established for that purpose; and

WHEREAS, DUC understands that the construction of the Park Improvements is for a public purpose and is being built upon public property for the benefit of Dallas-area citizens; and

WHEREAS, DUC has 36 months from the date of execution of the Agreement to commence construction of the Park Improvements. If DUC fails to commence construction during said time, City at its option in its sole discretion may terminate the Agreement for convenience; and

WHEREAS, DUC will establish a non-exclusive Operating Account at a federally insured depository institution for the operation, including purchasing personal property to be utilized in the Park Improvements. All revenues from operation of the Park Improvements on the Premises must go into the Operating Account, and the Operating Account shall be expended to satisfy DUC's obligations of operating and maintaining the premises; and

WHEREAS, DUC shall pay for all utilities and security related to the premises, pay all management, maintenance, repair and operating expenses, including employing, paying and supervising all personnel that DUC determines necessary for the management, operation and maintenance of the Park Improvements, and shall provide all materials, tools and equipment in performing the operation and maintenance of the premises; and

WHEREAS, DUC shall have the right to negotiate and execute (in its own name and not the name of the City) and perform vendor contracts and concessions for the sale of food, beverages, souvenirs, novelties or programs, including, but not limited to special events, or classes at the Premises; and

WHEREAS, DUC shall pay the City 10% of its gross revenues (less sales or use tax) collected from the use of the Premises which will be deposited into the White Rock Multi-Year Endowment Fund in the City of Dallas for future improvements to the Premises and White Rock Lake; and

WHEREAS, DUC shall have the right to contract for and grant sponsorships and naming rights for the Park Improvements located on the Premises, and events and programs involving the Premises, provided that the Director shall have the right to approve or reject, in writing the naming of all or any portion of the Park Improvements on the Premises, which approval shall not be unreasonably withheld, conditioned, or delayed; and

WHEREAS, the City may reserve the Premises at no charge up to three times per year at times and locations that do not interfere with functions previously scheduled by DUC; and

WHEREAS, DUC shall obtain and maintain insurance as prescribed by the City's Risk Management Department, naming the City, its officers, employees and elected representatives as additional insured parties; and

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Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the President of the Park and Recreation Board and the City Manager be authorized to enter into a twenty-year development and maintenance agreement, with two, ten-year renewal options with the Dallas United Crew Boathouse, LLC, a wholly owned subsidiary of Dallas United Crew, Inc. located at White Rock Lake Park located at 8300 Garland Road, Dallas, Texas.

SECTION 2. That the City Controller be and is hereby authorized to deposit all revenues received to Fund 0354, Department PKR, Unit 6410, Revenue Source 8481.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

