

Regular Meeting: Max W. Wells, President, presiding

Present: Max W. Wells, President; Jesse Moreno, Vice President; Celina Barajas, Barbara A. Barbee, Lawrence P. Hochberg, Sean Johnson, Lawrence S. Jones, Amy W. Monier, Susan Rader, Marlon Rollins, Raquel Rollins, Rodney Schlosser, Paul Sims, Robb P. Stewart, Yolanda F. Williams – 15

Absent: None

President Wells convened the regular meeting at 10:05 a.m. A quorum of the Board was present.

President Wells recognized Jean F. Milligan for her service on the Park and Recreation Board.

Agenda Item 1. Speakers:

Name of Speaker: Ed Snyder, Ferguson Road Initiative  
Subject: Consent Item 8 White Rock Hills Recreation Center

Name of Speaker: Armando Marquez, Ferguson Road Initiative  
Subject: Consent Item 8 White Rock Hills Recreation Center

**MINUTES**

Agenda Item 2. A motion by Sean Johnson, seconded by Barbara Barbee, to approve the minutes of the December 3, 2015 Park and Recreation Board meeting, was carried. The vote was unanimous.

**CONSENT AGENDA** (ITEMS 3 - 8)

**ADMINISTRATION AND FINANCE COMMITTEE - MISCELLANEOUS**

Agenda Item 3. Elm Fork Shooting Range (6) – A motion by Rodney Schlosser, seconded by Lawrence Jones to defer this item until the January 21, 2016 Park Board Meeting, authorize a twenty-year concession contract with Elm Fork Clay Sports, Incorporated for management, operation and development of the Elm For Shooting Range (shotgun area) located at 10751 Luna Road – Estimated Revenue: \$32,800, was carried. Paul Sims voted nay.

Elm Fork Shooting Range (6) – A motion by Rodney Schlosser, seconded by Lawrence Jones to defer this item, authorize a twenty-year concession contract with Elm Fork Rifle and Pistol, Incorporated for management, operation and development of the Elm Fork Shooting Range (rifle and pistol range area) located at 10751 Luna Road – Estimated Annual Revenue: \$35,200, was carried. Paul Sims voted nay.

**BACKGROUND**

The Elm Fork Shooting Range is divided into two components. One area of the range is for rifle and pistol shooting, and the other area is for shotgun. On August 13, 2003, the City, authorized by City Council Resolution No. 03-2166, entered into a ten-year contract with one five-year renewal option with Elm Fork Shooting Park, Incorporated to manage and operate both areas of the shooting range.

On February 11, 2004, a Supplemental Agreement No. 1 was executed to assign the shotgun range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Clay Sports, Inc. On October 24, 2007, the parties executed Supplemental Agreement No. 2 to assign the rifle and pistol range area of the shooting park from Elm Fork Shooting Park, Inc. to Elm Fork Rifle and Pistol, Inc. Scott Robertson is the President of both entities operating and managing the two shooting ranges.

On October 9, 2013, the contract was extended for a period of five years. Its current end date is October 31, 2018.

Over the last eleven years, Mr. Robertson has made significant safety improvements and financial investments in property and building upgrades and enhancements to both ranges. This has made the Elm Fork Shooting Ranges a destination for outdoor enthusiasts, which has created opportunities for several events to be scheduled throughout the year. He has also worked with various government and law enforcement agencies to provide the ranges as training facilities including law enforcement agencies and the Department of Homeland Security, specifically the FFDO (Federal Flight Deck Officers) and FAMS (Federal Air Marshal Service).

Mr. Robertson plans to make further improvements to the property using his own funds. In order to allow him the time to make these improvements and recoup his investment, approval of new twenty-year contracts are being recommended by City staff.

Proposed Deal Points:

**City Obligations:**

- City shall maintain the entrance road to the Premises. (Section 8.1)
- City shall trim any and all trees necessary to maintain safe entry onto the Premises. (Section 8.2)
- City may review and any and all services performed by the Concessionaire and shall have the right to audit, at reasonable times and upon reasonable notice, all of the Concessionaire's records and billing relating to the performance of the Agreements. (Section XX)

**Concessionaire Obligations:**

- Concessionaire shall raise monies to fund improvements to the Premises. Concessionaire shall on a monthly basis pay to the City 3% of gross receipts.
- Concessionaire will enter into (in its own name) and perform all contracts necessary to fully complete the improvements.
- City shall have no liability for any claims that may arise out of design or construction of the improvements.
- The Director of the Park and Recreation Department, or his designated representative (Director) has the right to review and approve the selection of any design consultants, contractors, and subcontractors used on the improvements.
- Fee simple title to the improvements, when made, shall automatically vest in the City without any further actions by either party. (Section 6.14)
- Concessionaire shall be responsible for actions and cost associated with the operation, management and maintenance of the improvements.
- Concessionaire has reviewed the City's environmental policy and shall adhere to the policy including being responsible to submit a Lead Reclamation Plan and submittal of document pertaining to that plan. (Section IX)
- Concessionaire will annually submit a full operating budget. (Section XI)
- Concessionaire shall not assign or sublet any part of the Agreements or the concession rights without the express prior written approval of the Director. (Section XIII)
- Concessionaire shall not mortgage, pledge, or otherwise encumber its rights and interests under the Agreements to secure financing. (Section XIV)
- Concessionaire shall purchase and maintain insurance in accordance with Exhibit D of the Agreements. (Section XVIII)

Agenda Item 4, Fair Oaks Tennis Center (10) – A motion by Rodney Schlosser, seconded by Lawrence Jones, to authorize the waiver of monthly court fees, paid to the City of Dallas from January 1, 2016 to September 30, 2016 by Donald M. Rains, Tennis Professional at Fair Oaks Tennis Center located at 7501 Merriman Parkway, was carried. The vote was unanimous.

**BACKGROUND**

Fair Oaks Tennis Center located at 7501 Merriman Parkway, is one of five full-service tennis centers owned by the City of Dallas. The Park & Recreation Department utilizes a public/private partnership to manage and operate the City's tennis centers which operate year-round. The pro shop operations at Fair Oaks Tennis Center are managed by certified tennis professional, Donald M. Rains through a contract with the City. The tennis professional is also responsible for managing, operating, staffing, programming and marketing the facility at his own expense. Programming includes tournaments, leagues, lessons, merchandising and concessions. Park and Recreation personnel maintain the grounds of each facility.

The original Fair Oaks Tennis Center management agreement, approved by City council on September 23, 2009 by Council Resolution No. 09-2282, expired on September 30, 2014. The tennis professional exercised his option, as outlined within his management agreement, for a three-year renewal option to extend his contract through September 30, 2017, under the same terms and conditions.

A three-year contract extension was authorized, via Administration Action No. 14-6631, for Fair Oaks Tennis Center on September 12, 2014.

The onset of heavy rains in the month of May 2015, and subsequent flooding and weather-related closures, significantly impacted the operations of Fair Oaks Tennis Center by damaging courts beyond the ability to support play; and therefore, the department recommends waiving court fees during the period January 1, 2016 – September 30, 2016.

The tennis center generates revenue through various sources, including individual reservations, league play, tournament reservations and merchandising. The management agreement generates revenue to the City. The City receives court fee payments as outlined below:

- Individual Reservations
- Singles: \$2.50
- Doubles: \$2.50
- Lessons: \$1.00 per 30 minute lesson

During the months of May to August, 2011-2014, Fair Oaks Tennis Center averaged the following:

	<b>Revenue</b>
Monthly Court Fees Revenue	\$ 2,882.54
Monthly Court Fees Paid To City of Dallas	\$ 1,490.15

During the same months in FY14-15, Fair Oaks Tennis Center averaged the following:

	<b>Revenue</b>
Monthly Court Fees Revenue	\$ 2,296.00
Monthly Court Fees Paid To City of Dallas	\$ 1,221.63

**FISCAL INFORMATION**

The City would incur an estimated revenue loss of \$13,410 from January 1, 2016 to September, 30, 2016.

Agenda Item 5. L.B. Houston Tennis Center (6) – A motion by Rodney Schlosser, seconded by Lawrence Jones, to authorize the waiver of monthly court fees, paid to the City to the City of Dallas from January 1, 2016 to September 30, 2016 by Andrea Rains, Tennis Professional at L.B. Houston Tennis Center located at 11225 Luna Road – Estimated Revenue Loss: \$24,975, was carried. The vote was unanimous.

**BACKGROUND**

L.B. Houston Tennis Center located at 11225 Luna Road, is one of five full-service tennis centers owned by the City of Dallas. The Park & Recreation Department utilizes a public/private partnership to manage and operate the City’s tennis centers which operate year-round. The pro shop operations at L.B. Houston Tennis Center are managed by certified tennis professional, Andrea Rains, through a management contract with the City. The tennis professional is also responsible for managing, operating, staffing, programming and marketing the facility at her own expense. Programming includes tournaments, leagues, lessons, merchandising and concessions. Park and Recreation personnel maintain the grounds of each facility.

The original L.B. Houston Tennis Center management agreement, approved by City Council on September 23, 2009, by Council Resolution No. 09-2282, expired on September 30, 2014. The tennis professional exercised her option, as outlined within her management agreement, for a three-year renewal option to extend her contract through September 30, 2017, under the same terms and conditions.

A three-year contract extension was authorized via Administration Action No. 14-6631, for L.B. Houston Tennis Center on September 12, 2014.

The onset of heavy rains in the month of May 2015, and subsequent flooding and weather-related closures, significantly impacted the operations of L.B. Houston Tennis Center by damaging courts beyond the ability to support play; and therefore, the department recommends waiving court fees during the period January 1, 2016 – September 30, 2016.

The tennis center generates revenue through various sources, including individual reservations, league play, tournament reservations and merchandising. The management agreement generates revenue to the City. The City receives court fee payments as outlined below:

- Individual Reservations
- Singles: \$2.50
- Doubles: \$2.50
- Lessons: \$1.00 per 30 minute lesson

During the months of May to August, 2011-2014, L.B. Houston Tennis Center averaged the following:

	<b>Revenue</b>
Monthly Court Fees Revenue	\$ 5,065.17
Monthly Court Fees Paid To City of Dallas	\$ 2,775.42

During the same months in FY14-15, L.B. Houston Tennis Center averaged the following:

	<b>Revenue</b>
Monthly Court Fees Revenue	\$ 3,484.00
Monthly Court Fees Paid To City of Dallas	\$ 1,911.25

## **FISCAL INFORMATION**

The City would incur an estimated revenue loss of \$24,975 from January 1, 2016 to September, 30, 2016.

Agenda Item 6. Park and Recreation Department (All) – A motion by Rodney Schlosser, seconded by Lawrence Jones to defer this item until the January 7, 2015 Park Board meeting, to request City Council to authorize revisions to Chapter 41 and 32 of the Dallas City Code to include the prohibition of smoking on park grounds, was carried. Paul Sims voted nay.

## **BACKGROUND**

Chapter 41 of the Dallas City Code generally prohibits smoking (1) in any indoor enclosed area in the City; (2) within 15 feet of any entrance to an indoor or enclosed area in the City and (3) in any area designated as nonsmoking by the owner, operator, or person in control of the area and marked with a no smoking sign complying with Section 41-3. The current code does not prohibit smoking outdoors in parks.

On November 6, 2014, the Park and Recreation Board was briefed on proposed changes to the smoking ordinance that would include a ban on smoking outdoors on park property. The briefing included information on benefits, potential challenges and peer and area city comparisons. Staff was directed by the Park and Recreation Board to continue research and to prepare proposed recommendations, changes and exceptions for the Administration and Finance Committee of the Park and Recreation Board consideration.

The Committee has discussed the proposed changes over the past year. Staff proposed changes to Chapter 41 of the Dallas City Code would make it an offense for anyone to smoke on park property. Proposed exceptions include:

- Allow smoking on golf courses, driving ranges, practice putting greens and covered patios/verandas.
- Allow smoking in areas that are specified in a permit issued by Office of Special Events authorizing smoking on park property for filming or public performance purposes only and during filming or public performances by actors only.
- Allow smoking in temporary designated smoking areas in a park for special events where the Director or his/her designee recommends approval.
- Allow Fair Park campus members and special event rentals to permit smoking outdoors only in designated smoking areas, as mutually agreed to with the Director or his designee.
- Allow the Dallas Arboretum and Dallas Zoo to designate smoking areas on the grounds, as mutually agreed to with the Director or his designee.
- Allow partners such as the Dallas Arboretum, Lee Park and Arlington Hall Conservancy, Dallas Zoo, Klyde Warren Park, MoneyGram Park, Dallas Heritage Village/Old City Park, Elm Fork Gun Range, Cedar Ridge Preserve and Trinity River Audubon Center to allow smoking in designated areas for private events.

## **FISCAL INFORMATION**

No cost consideration to the City.

Agenda Item 7. White Rock Lake (9) – A motion by Rodney Schlosser, seconded by Lawrence Jones, to authorize termination of the Dallas United Crew Agreement (“Agreement”) entered into between the City of Dallas and DUC BOATHOUSE, LLC (“DUC”) on November 14, 2012 and approved by the Dallas City Council per Resolution No. 12-2751, for the construction, renovation, operation and maintenance of a boathouse, in accordance with Section 4.2 of the Agreement – Financing: No cost consideration to the City [This item was considered by the Administration and Finance Committee on December 3, 2015], was carried by majority vote.

### **BACKGROUND**

In 2011, the Park and Recreation Department was approached by members of Dallas United Crew, Inc. (DUC) to consider methods whereby the non-profit organization could provide rowing programs, primarily for teens, at White Rock Lake. The organization previously operated by renting space from the White Rock Boathouse, but their lease ended, and not renewed due to lack of program space at that facility. With no other facility available to accommodate rowing for Junior High and High School students at White Rock Lake, members of DUC organized to provide private financing to construct a facility to accommodate their programs. Under this contract, DUC has no permanent facilities and must transport the boats to and from the lake daily.

On November 14, 2012, the City of Dallas, through its Park and Recreation Board entered into an agreement with DUC Boathouse, LLC, a Texas Limited Liability Company, wholly-owned subsidiary of Dallas United Crew, Inc, a Texas non-profit corporation for the construction, operation, and maintenance of a boathouse and other structures to be built at White Rock Lake located at 2900 White Rock Road. The contract was set at a twenty-year term, with two renewal periods of ten years each upon mutual agreement.

Per Section 4.2 of the contract, all construction and operating costs for the boathouse and structures must be underwritten through private sources, such as corporations, foundations, and individual contributions, with no cost or obligation whatsoever to the City. DUC, furthermore had thirty-six months from the date of execution of the agreement to begin construction of the boathouse and structures. If DUC did not commence construction of the boathouse and structures before the end of the thirty-six-month period, the City, at its option and sole discretion may terminate the agreement for convenience.

The agreement reached its thirty-six-month period on November 14, 2015. To date, no construction has begun towards the boathouse or structures. As such, the City now has the option to terminate the agreement for convenience.

City staff is requesting a determination from the Park and Recreation Board regarding exercising of this termination clause.

### **FISCAL INFORMATION**

Financing: No cost consideration to the City

### **PLANNING AND DESIGN COMMITTEE – MISCELLANEOUS**

Agenda Item 8. White Rock Hills Recreation Center (9) – A motion by Amy Monier, seconded by Rodney Schlosser, to authorize the adoption of the Feasibility Study for White Rock Hills Recreation Center located near the intersections of Ferguson Road and Highland Road – Financing: No cost consideration to the City [The Park and Recreation Board was briefed on November 5, 2015], was carried. The vote was unanimous.

## **BACKGROUND**

On August 13, 2014, by Resolution No. 14-1236, City Council authorized a contract with Jacobs Engineering Group, Inc. for a Feasibility Study and Master Plan of the White Rock Hills Recreation Center. This study was to determine the feasibility of a new recreation center at 2229 Highland Road and included cost estimates, conceptual drawings, community input and stakeholder meetings. The study included the feasibility of a horticulture center for the Dallas Arboretum to be placed on the site, in addition to the recreation center. The study also included market and competitiveness analyses; financing and sustainability strategies; model facility program; fundraising package, and an operations plan.

The Feasibility Study and Master Plan for White Rock Hills Recreation Center is now complete. This action would adopt the study, subject to the following conditions:

### **Recreation Center:**

1. The Park and Recreation Board's placement of the Center on a future bond program is contingent on the Park proposition having adequate capacity to support funding for the project. If bond program funding is limited, existing Recreation Center needs would be given a higher priority.
2. The Park and Recreation Board will consider funding for Phase 1 from the next bond program, not to exceed \$5M. Further private/public funding or public funding can come from future bond programs after Phase 1 is implemented.
3. The Ferguson Road Initiative (FRI) will be allowed adequate time to form the nonprofit 501(c)3 fundraising vehicle, obtain IRS approval, build the board of directors and establish the Center fund accounting.
4. With Park and Recreation Board approval the Park and Recreation Department will enter into an agreement with the nonprofit 501(c)3 for the purpose of allowing private fundraising to build the Center. Public contributions and grants will leverage any Park and Recreation Department funds allocated to the Center.
5. Private funding in the amount of \$5M must be secured prior to expenditure of bond funds for the project.
6. Until a Recreation Center project becomes financially feasible, the City of Dallas may elect to develop the site as an interim use in a manner compatible with the Park and Recreation Department mission and the local community.

### **Site Development:**

1. Until a Recreation Center project becomes financially feasible, the City may elect to develop the site as a neighborhood or community park.

## **FISCAL INFORMATION**

No cost consideration to the City.

Agenda Item 12. Texas Open Meetings Act presented by Christine Lanners, Assistant City Attorney.

## **NON-ACTION ITEM**

Agenda Item 9. Recent Police Activity in the Park System presented by Rick Watson, Deputy Police, Dallas Police Department.

## **BRIEFINGS**

Agenda Item 10. 2016-17 Budget presented by John Jenkins, Assistant Director and Leigh Ann Lonke, Budget Manager, Park and Recreation Department.

Agenda Item 11. Dallas Park and Recreation Department Leadership Training presented by John Jenkins, Assistant Director and Hazel Roper, Training Manager, Park and Recreation Department.

**OTHER/NON-ACTION ITEMS**

Agenda Item 13. No Committee Reports.

Agenda Item 14. Park and Recreation Board Members Liaison Reports: Audubon Dallas/Cedar Ridge Preserve, Cultural Affairs Commission, Dallas Arboretum and Botanical Society, Dallas Zoological Society, Downtown Dallas, Inc./Downtown Parks, Friends of Fair Park, Friends of the Katy Trail, Friends of Oak Cliff Parks, Lee Park and Arlington Hall Conservancy, Send A Kid To Camp, State Fair of Texas, Texas Discovery Gardens, Trinity Commons Foundation, Trinity River Audubon Center, White Rock Lake Conservancy/White Rock Lake Foundation/For the Love of the Lake, The Woodall Rodgers Park Foundation.

Lawrence Jones: Trinity Commons Foundation.

John Jenkins: Overview of Liaison Assignments.

Agenda Item 15. Staff Announcements – Upcoming Park and Recreation Department Events:

Daniel Huerta: Zaxby's Heart of Dallas Bowl, Football Game and 2016 Martin Luther King, Jr. Parade.

Jennifer McRorey: Deck the City Hall Event.

Agenda Item 16. President Wells announced the next Park and Recreation Board meeting on Thursday, January 7, 2016.

Agenda Item 17. President Wells adjourned the Board meeting at 12:35 p.m.

Dawna M. Ray, Secretary  
Park and Recreation Board

Max W. Wells, President  
Park and Recreation Board

NOTE: For more information on discussion of any issue heard during this meeting, refer to the tape recording retained in the Park Department's Central File.