

STRATEGIC PRIORITY: Quality of Life
AGENDA DATE: December 11, 2019
COUNCIL DISTRICT(S): 2
DEPARTMENT: Park & Recreation Department
EXECUTIVE: John D. Jenkins

SUBJECT

Authorize a twenty-year agreement with one ten-year renewal option and two additional five-year renewal options, with Reverchon Park Sports and Entertainment, LLC, for the development, operation, and maintenance of a proposed new athletic field and stadium at Reverchon Park located at 3505 Maple Avenue - Annual Revenue: [Reverchon Park and Recreation](#) Beautification Fund \$30,000.00 ([see Fiscal Information](#))

BACKGROUND

On December 1, 2016, the Park and Recreation Board was briefed regarding potential opportunities for the development and operation of a new ballpark at Reverchon Park. The City of Dallas Park and Recreation Department (PKR) staff received direction to hold a public input meeting and then issue a Request for Proposals.

On July 12, 2017 and September 12, 2017, PKR held public meetings with the community and stakeholders. On June 26, 2019 and July 3, 2019, the City of Dallas advertised the Request for Proposals for the subject project. In response to this advertisement, the Office of Procurement Services received one proposal from Reverchon Park Sports and Entertainment, LLC (RPSE) on July 19, 2019.

It is proposed that RPSE, the developer, and the City enter into a development, operation and maintenance agreement which outlines the roles and responsibilities for the proposed athletic field and stadium. (~~Proposal Tracking Summary attached~~).

~~Following are the proposed deal points:~~ [Following are the proposed deal points as briefed to City Council on November 19, 2019. Based on City Council input, Park & Recreation will provide additional changes to the terms of the agreement by memorandum as well as an accompanying motion to amend the resolution before the December 11, 2019 City Council Agenda meeting.](#)

General

1. RPSE will replace the existing Reverchon baseball field and bleachers with a new, improved facility consisting of:
 - 2,000 seats, including accessible seats, and additional 1,500 bleacher seats.
 - A support facility that includes restrooms, concessions, locker rooms, and dugouts for each team.
 - Public restrooms accessible to the users of the rest of Reverchon Park.
 - The new design will reflect the original spirit of the park and include building materials will contain the same historic character as found in the rest of the park.
2. RPSE will be responsible for development, design, marketing, sponsorships, branding, advertising, sales, and daily facility operations and maintenance.
3. RPSE will prove necessary funds for design have been raised no later than the City Council award date. RPSE will prove necessary funds for construction have been raised no later than 12 months after the City Council award date.
4. The City will have the right to audit and receive accountings from RPSE's Construction Account.
5. RPSE will provide an approved design and start construction no later than 12 months after the City Council award date.
6. RPSE will complete the construction phase no later than 18 months from the approval to start construction.
7. RPSE will comply with the City's Business Inclusion and Development Plan, making a good faith effort to achieve the percentage goal for Minority and/or Women-owned Business Enterprises (M/WBE).
 - RPSE will provide reports of the M/WBE participation at the initiation of design, commencement of construction, and completion of construction.
8. RPSE will carry insurance as required by the City's Risk Management Office for entire agreement period. RPSE will also include construction warranties and Payment and Performance Bonds.
9. RPSE has naming rights, subject to approval of the PKR Director.

Design and Construction

1. The new design will reflect the original spirit of the park. Building materials will contain the same historic character as found in the rest of the park.

2. RPSE will submit schematic design and construction documents to PKR. The schematic design and construction documents will be presented to the Park and Recreation Board's Planning and Design Committee's for review.
3. RPSE will arrange and lead public input meetings and meetings with other stakeholders during the design process.
4. The new design will include signage, styled after existing signage, that directs people to the Reverchon Athletic Field from Maple Avenue and Turtle Creek Boulevard. This is separate from the existing gateway sign.
5. Parking:
 - RPSE will repave the parking lot and consider using permeable paving or similar system. 30 spaces will remain
 - RPSE is currently developing an agreement with adjacent parking garages (as shown in Exhibit A) for the additional spaces required for the building permit. RPSE will finalize this parking agreement before the City executes the agreement.
 - Scottish Rite Hospital has over 850 spaces
 - 3500 Maple/Parkside Tower has over 600 space
 - Concord 2/Balfour Beatty has over 600 spaces
6. RPSE will provide photometrics for exterior lighting. PKR will review and approve the lighting design for the project.
7. PKR will provide tree assessments. If any trees are removed from the site, RPSE will provide tree mitigation.
8. The estimated design and construction cost of the development is \$15,000,000.00.
9. RPSE will provide new water, electric, and gas service meters and major supply lines to the site.

Operations and Maintenance

1. RPSE will provide all maintenance of the facility, fields, and parking lot. The agreement will denote the boundary of maintenance responsibility in a precise site plan.
2. RPSE will use funds from naming and branding rights, sponsorship, season ticket sales, suite sales, etc. to offset annual operational expenses. City will have approval of all advertisers, advertisements, and placement of any advertising.
3. RPSE will replace the worn areas of the artificial turf field as needed.

4. RPSE will carry insurance that covers routine usage and operation of complex.
5. RPSE will provide a traffic control plan for all proposed (typical and unique) events.
6. The parking lot will always be accessible to the public, except when ticketed events occur at the facility.
7. RPSE to schedule for the professional teams, other amateur leagues, and other events (note - multiple events can be scheduled on the same day):
 - Professional Baseball: 50 uses from May to September
 - Professional Soccer: 14-16 uses from March to September
 - Professional Rugby: 10-12 uses from January to June
 - Professional Lacrosse: 2 dates from June to September
 - Concerts: 6-12 events per year
 - PKR Youth Leagues: 20-30 uses from March to November
 - Community Events (races, festivals) and Holiday Events
 - Existing users, such as Dallas Independent School District (DISD), North Texas Amateur Baseball League, Mexican Amateur Baseball League, Dallas Veterans Baseball League
8. DISD will be given 90 days' notice if their event needs to be rescheduled.
9. Hourly rental fees for existing users will not change (\$31.00 daytime and \$61.00 evening) for one year.

~~10. RPSE will pay to PKR, annually, the greater of (i) \$30,000.00; or (ii) that amount equal to the sum of \$0.25 per paid ticket sales annually, (a) 4.0% of net concession (food and beverage sales) revenues to be used for additional maintenance (as a result of the new activity) and future improvements in the rest of Reverchon Park.~~

~~RPSE and PKR agrees to renegotiate net concessions payments beginning in year four, occurring every four years thereafter, and with new annual revenue payment amounts being implemented in year five and occurring every five years thereafter, for of the term thereafter. RPSE and the City will evaluate total ticketed sales, non-ticketed event revenues, concessions revenues and sponsorship/naming rights revenues for the period of the review and set appropriate annual revenue payments to the City as agreed to by both parties. However, if the parties are unable to agree on annual revenue payments by 180 days before the end of the fourth, eighth and twelfth year of the initial Term, then the amount of annual revenue payments to the City will be equal to an amount not less than 8% of net concession revenues for the preceding year, and unless the parties subsequently agree on annual revenue payments for the remainder of such four year period, the annual revenue payment shall remain 8% of net concessions revenues of the preceding year.~~

~~Annual revenue payment will be reviewed for the opportunity to adjust, up or down, every five years during the Term or Renewal Term(s). The rates will be adjusted if the annual number of paid ticket sales increases or decreases by more than 5 percent based on the best three year average in a four year period.~~

10. In consideration of City's granting to RPSE the right to manage and operate the Premises, RPSE shall pay to the City, annually, during the Term of this Agreement the greater of \$30,000.00 or an amount equal to the sum of \$0.25 per paid ticket sales annually in the first through fourth contract year. Beginning in year five, RPSE shall pay to the City the greater of \$60,000.00 or an amount equal to the sum of \$0.50 per paid ticket sales annually. Dollars collected from RPSE during the term of this agreement shall be deposited in the RPSE Park Fund. The RPSE Park Fund shall be used to support maintenance for the Premises and future capital improvements for the entire Reverchon Park as determined by both parties.

The annual paid ticket fee will be reviewed every five years beginning in the tenth contract year during the Term or Renewal Term(s) of this Agreement and may be adjusted beginning in the following contract year if the annual number of paid ticket sales changes by more than 10 percent, based on the best three year average in the most recent four year period.

In addition to the annual paid ticket fee, at such time the earlier of the following occurring (a) Year 15 of the Operating Agreement or (b) Return of the RPSE's investment into the new Ballpark [as agreed by both parties and including an nominal return], RSPE shall pay to the City annually, for the remaining Term or Renewal Term(s) of this Agreement, 50 percent of PILOT for Net Revenue greater than or equal to \$500,000.00; 75 percent of PILOT for Net Revenue greater than or equal to \$750,000.00, or 100 percent of PILOT for Net Revenue greater than or equal to \$1,000,000.00. The PILOT will be capped at \$120,000.00 for the initial term.

11. RPSE will submit their hours of operation for PKR Director approval.

12. RPSE will submit their schedule of events semi-annually to the PKR Director for review and determination made for any needs related to noise, parking, traffic plans, security, or concerns specific to planned events.

~~12.~~13. RPSE will comply with all City, State and Federal Ordinances, Regulations, and Codes.

~~13.~~14. Park users will have access to public restrooms. PKR staff will maintain the restrooms serving the park.

~~14.~~15. RPSE will pay for their utility usage.

~~15.~~16. RPSE estimates 1,356,650 attendees for 656 event days, during the first five years.

~~16.~~17. City reserves the right to audit all accounts during the term of the agreement.

~~17.~~18. RPSE will operate and manage the All-Abilities Field in accordance with standards, policies and procedures approved by the Director.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 1, 2016, the Park and Recreation Board was briefed regarding potential opportunities for the development and operation of a new ballpark at Reverchon Park.

On October 10, 2019, the Park and Recreation Board authorized a twenty-year development, operation, and maintenance agreement, with one ten-year and two additional five-year renewal options with Reverchon Park Sports and Entertainment, LLC for a proposed new athletic field and stadium at Reverchon Park located at 3505 Maple Avenue.

City Council was briefed on the Reverchon Park Development, Maintenance, and Operation Agreement on November 19, 2019.

FISCAL INFORMATION

Annual Revenue: Reverchon Park ~~and Recreation~~ Beautification Fund \$30,000.00

<u>Estimated Annual Median Net Revenue</u>	
<u>Years 1 thru 4</u>	<u>\$69,788.00</u>
<u>Years 5 thru 14</u>	<u>\$139,575.00</u>
<u>Years 15 thru 20</u>	<u>\$249,575.00</u>

Revenues will be retained by PKR for maintenance and future improvements at Reverchon Park as well as to provide youth recreation scholarships for youth to participate in PKR recreation leagues.

OWNER

Reverchon Park Sports and Entertainment, LLC

Donnie Nelson, Owner

MAP

Attached

December 11, 2019

WHEREAS, on June 26, 2019 and July 3, 2019, a solicitation for the development, operation, and management of the Reverchon Ballpark was developed by the Park and Recreation Department and publicly advertised by the Office of Procurement Services; and

WHEREAS, on July 19, 2019, one proposal was received from Reverchon Park Sports and Entertainment, LLC; and

WHEREAS, it is now desirable and in the best interest of the City of Dallas to authorize a twenty-year development, operation, and maintenance agreement, with one ten-year renewal option and two additional five-year renewal options, with Reverchon Park Sports and Entertainment, LLC for a proposed new athletic field and stadium at Reverchon Park located at 3505 Maple Avenue, with an annual revenue of \$~~25~~30,000.00.

Now, Therefore,

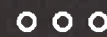
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a twenty-year development, operation, and maintenance agreement, with one ten-year renewal option and two additional five-year renewal options, with Reverchon Park Sports and Entertainment, LLC, approved as to form by the City Attorney, for a proposed new athletic field and stadium at Reverchon Park located at 3505 Maple Avenue, with an annual revenue of \$~~25~~30,000.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit annual revenue from Reverchon Park Sports and Entertainment, LLC ~~in an amount not to exceed \$25,000.00~~ into the Reverchon Park ~~and Recreation~~ Beautification Fund, Fund ~~0641~~P276, Department PKR, Unit 6688, Revenue Code ~~7824~~8428, Vendor VC20729.

SECTION 3. That this contract is designated as Contract No. PKR-2019-00011143.

SECTION 4. 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.




Subject: Reverchon Park
Name: Debra Jean Bishop
Home or Office Address: 6177 Vickery Blvd
City: Dallas
State: TX
Zip: 75214
E-mail Address: [REDACTED]
Phone Number: [2148038138](tel:2148038138)

Mayor and City Council, I am very disappointed to hear rumors that the Reverchon Park deal is being held hostage over financial/food contracts. This is a win/win for city. It is a major conflict of interested to have a park board

Email (all) Park and Recreation Board

Please complete the online form below to submit your questions / comments. If you would like to contact us by phone, you may call [214-670-4078](tel:214-670-4078).

First Name	Debra
Last Name	Bishop
Address1	6177 Vickery Blvd
Address2	Field not completed.
City	Dallas
State	TX
Zip	75214
Phone Number	2148038138
Email Address	

Upload related documents *Field not completed.*

Please leave your comments or questions below.

Park Board Members,
I would like to ask why Mr. Moreno is holding meetings in [Randall Park](#) when it's not his district? The rumors are that he thinks he can get some assurance that his child would attend Woodrow Wilson High school by holding our Park hostage for his personal gains. This is not the proper way our Park Board member (Mr. Moreno) should be conducting himself. I am for all improvements for [Randall Park](#) and will continue to conduct myself in a professional manner. I hope Mr. Moreno will do the same.

Debra Bishop

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Please, do not click links or open attachments unless you recognize the sender and know the content is safe.

Memorandum



CITY OF DALLAS

DATE January 2, 2020

TO John Jenkins, Interim Director

SUBJECT **Reverchon Ball Field Construction**

I was asked in late November to conduct an initial environmental assessment for a potential project at the Reverchon Park baseball field. The site visit for this assessment occurred on 11/25/2019, with an initial report of my observations sent to John Lawrence and Oscar Carmona that afternoon. Please keep in mind that this assessment is limited to the concepts and dimensions noted in the presentation given to Park Board, and subsequently passed on to me.

I am told the scope of the project is not to extend beyond the current outfield fence. If that is the case, there should be minimal floodplain issues beyond what is currently in place. Please note that some of the concepts and measurements given, do appear to extend beyond the current fence (Figure 1). If construction happens just 5 feet beyond the fence, there would be significant tree removal which would require mitigation (Figures 2 & 3). This would also require fill dirt right up the edge of the current channel of Turtle Creek.

Figure 1



DATE January 2, 2020
SUBJECT **Reverchon Ball Field Construction**

Figure 2



Figure 3



Sycamore trees

I was specifically asked to look at the mature sycamore trees that are currently found behind the stands on the northwest side of the ball field. In assessing these 7 particular trees (Figure 4 and 5), in consultation with the Park and Recreation Department's Forestry Operations manager, I do not believe these trees are good candidates to be transplanted to a new location. The roots of these trees have been restricted to narrow strip between the sidewalk and concrete bleachers pad for many years. The structural support for these trees is found in that strip, and roots that have gotten established under the bleachers and adjacent road. The needed root ball that

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would have to be dug up is going to be **very awkward**, and I **don't see it being structurally sound** in a transplanted location (Figure 6). If transplanted, we believe that over a 2-3 year period the trees would fail. If they need to be removed, I would recommend simply cutting them down, and plan to mitigate for the removed caliper inches.

Figure 4



Figure 5



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SUBJECT **Reverchon Ball Field Construction**

Figure 6



Additional tree issue based on the diagrams

There are 3 mature American elms along the southwest fence (Figure 7). The proposed stadium and parking lot construction would require their removal. These trees are large and mature, and already have structural issues in their major limbs. While fine for the moment, they would not be good candidates for transplanting either (Figure 8). A plan for mitigation would need to be in place (further assessment is needed, at least one may not require mitigation due to its condition).

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SUBJECT **Reverchon Ball Field Construction**

Figure 7



Figure 8



Parking lot construction

The resurfacing of the parking lot should not significantly increase runoff. Since the parking lot currently drains straight into Turtle Creek, it may be advisable to look at some newer paving techniques to decrease overall runoff, or filter the water in some means before directly hitting the creek. This is more of an engineering issue. With the slight slope of the currently parking lot, contractors will need to be diligent with their erosion control measures during construction.

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SUBJECT **Reverchon Ball Field Construction**

Wildlife Concerns

There are not really any significant wildlife concerns. Some of the older trees have some nice raptor perches and potential nesting cavities. These issues will have to be observed more closely near the time of construction. Depending on the time of the year, it may be no issue (Winter) to some concern (Spring). One possible issue to note. The park is not that far from the major heronry located at UTSW. Based on the maturity of the trees in Reverchon Park, if those birds were pressured to move, Reverchon Park may be viewed by the egrets/herons as a possible place to move. Observation of bird activity in the February to June time period before construction would be recommended.....**This comment is specific to the baseball field portion** of Reverchon Park, in other areas of the park there may be other concerns mostly related to plants.

Noise and lighting concerns

These are outside of my normal job function. These will be dealt with through permitting procedures.

Overall conclusions

If the construction is limited to the current stadium, parking lot, and outfield fence, I do not see many significant environmental concerns. Any trees that need to be dealt with we recommend simply removing the trees, and not trying to transplant them due to low chance for transplant success. A plan will need to be in place to mitigate for the total caliper inches lost from the removed trees. Considering the needed recreational open space, that may be difficult to do at Reverchon Park itself. That being said, most of the issues noted in this report can be dealt with in construction planning and mitigation.

If you have any questions, please do not hesitate to contact me.

Thank you,

Jonathan "Brett" Johnson, CWB, ISA Arborist
Sr. Environmental Coordinator/Urban Biologist



c:
John Lawrence and Reuben Naranjo

DATE **January 2, 2020**
SUBJECT **Reverchon Ball Field Construction**

Reverchon RFP Comparison - only significant (anything scope-related) changes are included

Section	First RFP	Second RFP
1.1B History	"The present area covered by the existing ball park, built in 1924, and adjacent parking is 4.25 acres or about 11% of the total park"	"The present area covered by the existing field and parking is 4.25 acres or about 11% of the total park"
1.1B History	The Proposer shall include detailed plans for attracting and scheduling Users that would develop attendance and revenues.	The Proposer shall include detailed plans for attracting and scheduling future Users that would develop attendance and revenues. Future Users of the Reverchon Athletic Field may include baseball, soccer, rugby and lacrosse Development, Operation and Management of the Reverchon Ball ParkAthletic Field Page 5 of 26 teams/leagues as well as providers of concerts, races, festivals, celebrations, camps and clinics.
2.1A The Program	The City of Dallas Park and Recreation Department (Owner) will work with the Proposer to ensure the improvements to the ball field satisfy the project program, meeting the needs of the Users of the ball park.	The City of Dallas Park and Recreation Department (Owner) will work with the Proposer to ensure the improvements to the field satisfy the project program, meeting the needs of the current and future Users of the field.
2.1C Project Site Plan	The Proposer shall provide a design, parking, traffic, and land use plan for the improved use of the Reverchon Park ball field. The design must be approved by the Owner and consider as much community input as feasible.	The Proposer shall provide a project specific site plan that shows the improvements to facilities, parking, traffic, and associated land uses. The design must be approved by the Owner and shall consider as much community input as feasible.
2.1D Operations	The Proposer shall operate, manage and maintain the RBP as a premier venue for local, regional, national and international athletic and musical events.	(deleted)
2.1D Park Master Plan	N/A	If the Project Site Plan does not meet the intent of the current Master Plan, the Proposer shall provide a new Master Plan showing the current and proposed facilities, parking, traffic and associated land uses throughout Reverchon Park. The master plan design team and design must be approved by the Owner. There must also be a minimum of two public meetings to receive community input.
2.1E Parking	The Proposer will build a new ADA accessible and emergency vehicle friendly parking lot, with equivalent parking spaces equivalent to what is the number of spaces that are existing. The Proposer will negotiate a parking agreement with surrounding parking structures to provide Owner required parking spaces commensurate with the improved ball fieldRAF seating capacity.	
2.2A Program	A brief and preliminary program for the development portion of the new Reverchon Ball Park (RBP) has been reviewed by the Dallas Park and Recreation Board. The preliminary concept for a Ball Park was loosely modeled after Dallas Baptist University's Horner Ball Park.	Deleted

Reverchon RFP Comparison - only significant (anything scope-related) changes are included

Section	First RFP	Second RFP
2.2B Business Inclusion and Development (BID) Plan	N/A	Business Inclusion and Development (BID) Plan: The Proposer shall abide by the City of Dallas Business Inclusion and Development Plan (BID), formerly known as the Good Faith Effort Plan, for the utilization of certified minority and women-owned business enterprises.
2.3A,3,a (under "Program")	<p>a. Install 1,400 permanent seats, including accessible seats, Design and additional 600-1000 temporary bleacher seats.</p> <p>b. Build a support facility that includes restrooms, concessions, locker rooms for each team.</p> <p>c. 4 private suites with space for 8-10 people in each</p> <p>d. Provide lighting for ball field that can be adjusted to only light the field and stands to minimize light pollution, a current problem in the existing park.</p> <p>e. Provide a signage package including way-finding signs, traffic control signs, park identification signs, facility identification signs, regulatory signs and sponsorship signs (if applicable) based on the intended use of the Facility.</p> <p>f. Provide a parking plan that will serve the number of intended users, whether that be on-site and/or off site.</p>	<p>a. Build a multipurpose and reconfigurable support facility that includes restrooms, concessions and locker rooms for each team.</p> <p>b. Possible users include baseball, soccer, rugby and lacrosse as well as providers of concerts, races, festivals, celebrations, camps and clinics. Include 2,000 permanent seats, with minimum of accessible seats required by the Texas Accessibility Standards, and an additional 1500 temporary seats.</p> <p>c. Provide lighting for the field that can be reconfigured and adjusted to only light the field and stands, minimizing light pollution.</p> <p>d. Provide a signage package including way-finding signs, traffic control signs, park identification signs, facility identification signs, regulatory signs and sponsorship signs (if applicable) based on the intended use of the Facility.</p> <p>e. Provide artificial turf</p> <p>f. Provide a parking plan that will serve the number of intended users, whether that be on-site and/or off site.</p>
2.3A,1 (under "The Proposer's Scope of Work")	Conduct public meetings with the surrounding community and User groups to receive input on the design and scheduling of the facility. Presentations to the Park and Recreation Board and City Council may be required.	Conduct public meetings (minimum of two) with the surrounding community and User groups to receive input on the design and scheduling of the facility. Presentations to the Park and Recreation Board and City Council may be required.
2.3A,7 (under "The Proposer's Scope of work")	A final Schematic Design package with a site plan, floor plan (including furniture layout), exterior elevations, perspective sketch(es) along with preliminary color, materials and finishes for the facility. Conceptual Structural and Mechanical systems narratives are also required at this time.	A final Schematic Design package with a project site plan, park master plan (if needed), floor plan (including furniture layout), exterior elevations, perspective sketch(es) along with preliminary color, materials and finishes for the facility. Conceptual Structural and Mechanical systems narratives are also required at this time.
2.3A,9 (under "The Proposer's Scope of work")	N/A	Compliance with Flood Plain Management Regulations. See map attached
2.3A,14 (under "The Proposer's Scope of work")	N/A	Additional construction requirements can be found in the attached General Conditions, Insurance Requirements and Business Inclusion and Development Plan

Reverchon RFP Comparison - only significant (anything scope-related) changes are included

Section	First RFP	Second RFP
3.1C Marketing	<p>The Proposer agrees to operate and manage the RBP venue and to market the Facility for regional, national and international games/events – for baseball and other sports and events including but not limited to: soccer, rugby, lacrosse, field hockey, cricket, archery, training camps, exercise classes, flag football and musical concerts.</p>	<p>The Proposer agrees to operate and manage the RAF venue and to market the Facility for regional, national and international games/events – for sports and events including but not limited to: soccer, rugby, lacrosse, field hockey, cricket, archery, training camps or clinics, exercise classes, flag football, festivals, races and musical concerts.</p>
4.3A,9 (under "Evidence of Qualifications")	<p>A financial statement, including the Proposer's assets and liabilities at the close of the most recent accounting period. Said statement is to be certified by a certified public accountant. In addition, the Proposer shall submit financial statements for each of three years preceding the most current statement.</p>	<p>A financial statement, including the Proposer's assets and liabilities at the close of the most recent accounting period. Said statement is to be certified by a certified public accountant. In addition, the Proposer shall submit financial statements for each of three years preceding the most current statement. The statement must show financial capability to undertake the project. The Proposal must either have a letter(s) of credit or have the necessary funds, an amount equal to the cost of design and construction of the project, already in the bank.</p>

REQUEST FOR PROPOSALS

FOR THE

DEVELOPMENT,

OPERATION and MANAGEMENT

OF THE

REVERCHON ~~BALL PARK~~KATHLETIC

FIELD

Located at ~~3600 Henson Street~~3505 Maple Avenue, Dallas, TX 75204Texas

Date Issued: ~~January 17, 2018~~June 26, 2019

Park and Recreation Department
City of Dallas
Dallas, Texas

Due: ~~February 23, 2018~~ July 19, 2019 at 1:00 PM

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Definition of Terms and Abbreviations

The following terms shall have the following meanings when used in these Specifications.

1. **Buyer:** Member of ~~Business Development and the Office of Procurement Services Department of the City~~ responsible for oversight of the Request for Proposal process. All correspondence and communication from potential Proposers shall be directed to the Buyer
2. **City:** The City of Dallas, Texas, a municipal corporation of Dallas County, Texas, acting by and through (a) its governing body, or (b) its City Manager each of whom is required by law to perform specific duties. Responsibility for final enforcement of contracts involving the City of Dallas is by authority vested in the City Manager.
3. **City Attorney:** The City Attorney of the City of Dallas or duly authorized assistants or agents.
4. **City Council:** The governing body of the City of Dallas
5. **City Manager:** The City Manager of the City of Dallas or duly authorized assistants or agents.
6. **City Secretary:** The City Secretary of the City of Dallas or duly authorized assistants or agents.
7. **Contract:** The written agreement covering the performance of the Development and Operational Management specifications. The Contract includes all specifications, the proposal and any supplemental changes or agreements pertaining to the Development and Operational Management Specifications. The Contract shall be administered through the City of Dallas (Owner).
8. **RBPRAF:** Reverchon ~~Ball Park~~Athletic Field
9. **Reverchon ~~Ball Park~~Athletic Field:** State-of-the-art ~~baseball~~athletic field with supporting building and adjacent parking lot to be developed on a 4.25-acre portion of existing Reverchon Park, located at the intersection of Turtle Creek Blvd and Maple Ave in Uptown Dallas.
10. **RFP:** Request for Proposals
11. **Facility:** Reverchon ~~Ball Park~~Athletic Field
12. **Proposal:** The written statement or statements duly submitted to the City of Dallas ~~Business Development & Office of Procurement Services Department~~ by the person, persons, partnership, company, firm, association, or corporation proposing to perform as specified in the Development, Operation and Management RFP.
13. **Proposer:** Any person, persons, partnership, team, company, firm, association, corporation and their sub-contractors acting directly or through a duly authorized representative submitting a Proposal response to the Development, Operation and Management RFP.
14. **Sub-contractor:** Any firm with which the Proposer has a direct or indirect relationship in order to meet any or all of the requirements in this RFP or fulfill the terms of the Contract.
15. **Sureties:** The corporate bodies which are bound by such bonds as are required of the Proposer. The Sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any or all requirements as set out in the Specifications or Contract.
16. **Dallas Park and Recreation Board:** The organization that oversees the Dallas Park and Recreation Department.

Section 1 - General Information

1.1 Overview

- A. **Introduction:** The Dallas Park and Recreation Department would like to create, by means of a self-funded project management team, facility improvements to the ball park existing field in order to meet the needs of all present and future Users. The latest version of this Request for Proposal can be downloaded from the Park and Recreation Department website located at <http://www.dallasparks.org/465/Construction-Opportunities>. Please register at the website so that notifications can be sent to the correct people. Please ask questions via the website. There is also a pre-proposal meeting scheduled for ~~1:00 PM to 3:00 PM on January 25, 2018~~ July 9, 2019 at the Reverchon Recreation Center located at 3505 Maple Ave, Dallas, TX 75219.

- B. **History:** Reverchon Park is over 100 years old. The 39-acre park is located between Maple Avenue, the north entry ramp to the Dallas North Tollway, Scottish Rite Hospital and the Katy Trail in the City of Dallas. The present area covered by the existing ball park, built in 1924, and the adjacent field and parking is 4.25 acres or about 11% of the total park. See highlighted image below.



Present Users include: DISD, DABA, NTABL. Future Users ~~shall~~ may also include a minor league (Texas Collegiate Baseball League), collegiate, adult amateur and high school baseball teams, the DFW Adult Baseball Association, the Dallas Baseball Alliance, the North Texas Amateur Baseball League, community events and entertainment events. However, the current Users shall be a higher priority when scheduling games/events. The Proposer shall include detailed plans for attracting and scheduling future Users that would develop attendance and revenues. Future Users of the Reverchon Athletic Field may include baseball, soccer, rugby and lacrosse

teams/leagues as well as providers of concerts, races, festivals, celebrations, camps and clinics.

- C. **Agreement:** Part of the contract with the City of Dallas contains an agreement for the operation and management of RBPRAF for a period of 20 years with two 5-year renewal options. The Proposer must provide procedures in their submittal for the operation of the RBPRAF as outlined in section 3.
- D. **Selection of Best Value Proposer:** Evaluation of the proposals shall be performed in accordance with City of Dallas Administrative Directive AD 4-05 by a Selection Committee who will determine a "Best Value Proposer". Proposers shall be comprised of project development, architectural and engineering design services, construction services, facility operations, program management, financial services and other disciplines required to deliver and operate the full scope of work.
- E. **Revenue Distribution:** The Proposer shall submit a detailed model of proposed development costs, operation costs and revenue projections. Refer to Section 3.2, H. and 4.3, A, 8d. for more information

Section 2 – Project Development

2.1 General Scope of the Project

- A. **The Program:** The City of Dallas Park and Recreation Department (Owner) will work with the Proposer to ensure the improvements to the ball-field satisfy the project program, meeting the needs of the current and future Users of the ball-parkfield.
- B. **Finance:** The Proposer shall demonstrate detailed plans to finance, design and construct the project.
- C. **Project Site Plan:** The Proposer shall provide a designproject specific site plan that shows the improvements to facilities, parking, traffic, and associated land use plan for the improved use of the Reverchon Park ball field.uses. The design must be approved by the Owner and shall consider as much community input as feasible.
- ~~D. **Operations:** The Proposer shall operate, manage and maintain the RBP as a premier venue for local, regional, national and international athletic and musical events.~~
- ~~D. **Park Master Plan:** If the Project Site Plan does not meet the intent of the current Master Plan, the Proposer shall provide a new Master Plan showing the current and proposed facilities, parking, traffic and associated land uses throughout Reverchon Park. The master plan design team and design must be approved by the Owner. There must also be a minimum of two public meetings to receive community input.~~
- E. **Parking:** The Proposer will build a new ADA accessible and emergency vehicle friendly parking lot, with equivalent parking spaces equivalent to what is the number of spaces that are existing. The Proposer will negotiate a parking agreement with surrounding parking structures to provide Owner required parking spaces commensurate with the improved ball-fieldRAF seating capacity.

- F. **Ownership:** All land developed within the present park land area shall remain the property of the City of Dallas. All developed amenities on that land area will become the property of the City of Dallas.

2.2 Program

G. Program: A brief and preliminary program for the development portion of the new Reverchon Ball Park (RBP) has been reviewed by the Dallas Park and Recreation Board. The preliminary concept for a Ball Park was loosely modeled after Dallas Baptist University's Horner Ball Park. Business Inclusion and Development (BID) Plan: The Proposer shall abide by the City of Dallas Business Inclusion and Development Plan (BID), formerly known as the Good Faith Effort Plan, for the utilization of certified minority and women-owned business enterprises.

2.2 Program

A. Program: Following is a general scope and program.

1. Demolish all existing field, buildings, fences and parking that are associated with the existing ball field.
2. Prepare site carefully to mitigate the volume added to the existing Flood Zone.
3. Meet the needs of all possible Users. The Proposer shall submit a Program that starts with the following items and then clearly defines each facility space dimensions and use.
 - a. ~~Install 1,400 permanent seats, including accessible seats, Design and additional 600-1000 temporary bleacher seats.~~
 - b. ~~Build a build a multipurpose and reconfigurable support facility that includes restrooms, concessions, and locker rooms and dugouts for each team.~~
 - c. ~~a. 4 private suites. Possible users include baseball, soccer, rugby and lacrosse as well as providers of concerts, races, festivals, celebrations, camps and clinics. Include 2,000 permanent seats, with space for 8-10 people in each a minimum of accessible seats required by the Texas Accessibility Standards, and an additional 1500 temporary seats.~~
 - d. ~~b. Provide lighting for ball the field that can be reconfigured and adjusted to only light the field and stands to minimize, minimizing light pollution, a current problem in the existing park.~~
 - e. ~~c. Provide a signage package including way-finding signs, traffic control signs, park identification signs, facility identification signs, regulatory signs and sponsorship signs (if applicable) based on the intended use of the Facility.~~
 - d. Provide artificial turf
 - e. Provide a parking plan that will serve the number of intended users, whether that be on-site and/or off site.

2.32.3.1 Pre-Design, Design, Construction and Construction Administration Scope of Work

A. **The Proposer's Scope of work** will include but may not be limited to:

1. Conduct public meetings (minimum of two) with the surrounding community and User groups to receive input on the design and scheduling of the facility. Presentations to the Park and Recreation Board and City Council may be required.
2. A Programming Document
 - Records of meetings with the user representatives – present and future.
 - Records of site visits as necessary
 - Analyze and evaluate site considerations affecting land use or site development;
 - A matrix of area and other needs for each space.
 - The main exterior finishes shall be narrowed to only a few possibilities.
 - The structural narrative shall analyze the geotechnical engineer's recommendation for building foundation design.
3. Survey drawings
4. Geotechnical report;
5. Design Meetings with Owner representatives
6. Review and respond to comments from the Owner.
7. A final Schematic Design package with a project site plan, park master plan (if needed), floor plan (including furniture layout), exterior elevations, perspective sketch(es) along with preliminary color, materials and finishes for the facility. Conceptual Structural and Mechanical systems narratives are also required at this time.
8. Development of chosen design scheme.
9. Compliance with Flood Plain Management Regulations. See map attached
- 9-10. _____ Preliminary FF&E Package
- 10-11. _____ 50%, 100% Construction Documents (CDs) submittals based on the approved DD Package. (Plans and Specifications)
- 11-12. _____ FF&E Package based on approved DD Package
13. Post payment and performance bonds in the amount equal to the value of the project and submit within 10 business days after award of contract.
- 12-14. _____ Additional construction requirements can be found in the attached General Conditions, Insurance Requirements and Business Inclusion and Development Plan

Section 3 - Operation and Management

3.1 General Scope

- A. **Proposer Responsibilities:** Facility Operations & Maintenance and Program Management services shall begin upon the Date of Substantial Completion. Responsibilities include daily operational management to include staffing, scheduling, grounds maintenance, necessary support for events, cleaning, access control and loss prevention, food service, and the maintenance of all building and grounds components to include but not be limited to structure, fixtures, utilities, irrigation systems, and equipment.
- B. **Scheduling:** The Proposer shall guarantee that teams will be ready to fill the schedule upon occupancy.

- C. **Marketing:** The Proposer agrees to operate and manage the RBPRAF venue and to market the Facility for regional, national and international games/events – for ~~baseball~~ and other sports and events including but not limited to: soccer, rugby, lacrosse, field hockey, cricket, archery, training camps or clinics, exercise classes, flag football, festivals, races and musical concerts.
- D. **Operating Subsidy:** The Proposer shall offer the Owner an operating subsidy as part of a revenue sharing arrangement. The Proposer shall maintain the facility entirely, but the financial model shall establish a share of revenue to go to the City of Dallas for maintenance of park elements adjacent to the ~~ball park~~RAF and to help subsidize the cost of project management and contract supervision duties.
- E. **Plan Submittals:** The Proposer shall provide a facility management plan and an offsite parking plan of action with proposed agreements.
- F. **Operating Structure Alternative:** In addition, the Owner may be able to employ alternative solutions for managing the RBPRAF. The Owner welcomes creative structuring alternatives from Proposers.
- G. **Improvements:** Any fixed improvements will become the property of the Dallas Park and Recreation Department.

3.2 Facility Operations and Program Management Requirements

- A. **Resources:** The Proposer shall provide necessary labor, equipment and resources to successfully execute all aspects of the events that take place at the Facility.
- B. **Ticketing Service:** The Proposer shall provide ticketing services for events that take place at the Facility.
- C. **Staffing:** The Proposer shall provide ticket takers, security guards, field maintenance staff, building maintenance staff, and other personnel necessary for the operation and maintenance of the Facility.
- D. **Cleanliness:** The Proposer shall provide all housekeeping, janitorial, and trash/refuse disposal services necessary for the operation of the Facility.
- E. **Maintenance and Repair:** The Proposer shall maintain the Facility in good repair, including all athletic fields and associated equipment and systems, building equipment and systems, electrical, mechanical, plumbing, heating/air conditioning systems, gates and doors, light fixtures and bulbs, security equipment, etc. The Proposer shall perform routine repair and maintenance of Facility structures, scoreboards, interior and exterior lighting, irrigation systems, termites and pest extermination, exterior grounds and all public and common areas of the Facility to keep them in a neat, safe, clean, operational, sanitary and attractive condition. Grounds maintenance methods shall comply with USGA standards (if relevant). The Proposer will be required to provide a maintenance facility for the storage of maintenance equipment, vehicles and supplies.
- F. **Utilities:** The Proposer shall pay the cost of all utility services and initial connection

charges, including but not limited to water, gas and electricity used in connection with or chargeable against the Facility for the duration of the term of the Agreement. The Proposer shall be responsible for the installation, maintenance and expense of a security system and its own telephone services serving the Facility.

- G. **Policies:** The Proposer shall develop proposed operating policies, procedures and rental rates for the Facility to be approved by the Owner. The Proposer shall submit any changes to operating policies, procedures and rental rates for prior approval of the Owner; such approval will not be unreasonably withheld. The Owner reserves the right to approve all rates so as not to create a financial burden on all current Users.
- H. **Operating Account:** The Proposer shall deposit all funds generated from the operation of the facilities in a special bank account with a federally insured commercial bank or savings & loan institution that is located within the City limits of Dallas, Dallas County, Texas. This bank account and the balance of funds shall be used solely for purposes of making payments for costs required to perform this Contract.
- I. **Annual Operating Budget:** The Proposer shall submit annual operating budgets for the upcoming fiscal year to the Owner for review, at a date to be determined each year by the Owner. Such budgets shall include detailed information regarding estimated income to be received from all sources and a clearly detailed budget of expenditures. The Proposer shall pay for operational costs of the facilities through revenue generated there-from. The Proposer shall have the obligation to pay all charges for water, electricity, gas and sewer service used in the Facility and all charges for telecommunication services. The Owner shall in no event be liable to pay for any interruption for failure of such utilities and service.
- J. **Business Inclusion and Development (BID) Plan:** The Proposer shall abide by the City of Dallas Business Inclusion and Development Plan (BID), formerly known as the Good Faith Effort Plan, for the utilization of certified minority and women-owned business enterprises.
- K. **Use:** The Facility shall be used by the Proposer solely for the conduct of the described Specifications unless otherwise approved by the Owner.
- L. **Trash:** Reverchon Park trash removal will be handled the way the Park and Recreation Department (PARC) currently takes care of it. The Proposer shall handle trash generated within the improved ~~ball field complex~~athletic facility, and propose to build a new dumpster enclosure for such trash to be collected. All trash collected during and after an event shall be removed from premises within 24 hours.
- M. **Concessions:** The Proposer ~~will~~may sell alcohol (with acquired permit), food, and snacks on game days and at special events, utilizing appropriate permits and licenses. Revenue from these sales will be used to operate and maintain the ~~ball field~~facility.
- N. **Tickets:** The Proposer will collect ticket sales revenues that they will then use to fund operations and maintenance of the ~~ball field~~facility.
- O. **Scheduling:** The Proposer shall have authority on scheduling the facility use, with input from the Owner. The Proposer shall work with existing ~~ball field~~facility users to accommodate their scheduling needs, while ensuring the ~~ball field~~facility is used to provide its maximum value to the community, through a hierarchy of use chart, to be

developed by the PARD.

- P. **Advertising:** The Proposer shall collect advertising revenues that will then be used to operate the facility. The Owner shall have approval of all advertisers, advertisements, and placement of any advertising inside the ball field facility.
- Q. **Naming Rights:** The Proposer may bring a significant naming sponsor to the field. For example, "~~Globe Life Park in~~ Scottish Rite Fields at Reverchon Park". Naming revenues shall be collected and then used to operate the facility. The Owner shall be the final approver of any sponsorship or location of sponsorship signage. Naming sponsorship is important for generating significant funds to operate the facility.
- R. **Insurance:** The Proposer will be required to purchase and maintain, during the term of the contract, insurance as described in the Insurance Requirements attached to this RFP. The Proposer shall agree to the indemnification statement therein.
- S. **Bonding:** Contractor will be required to post payment and performance bonds in the amount of 25% of the annual operating costs. Proposed annual operating cost estimates will be used to calculate the bond value for the first year. The payment and performance bond must be submitted within 10 business days after award of contract. Separate payment and performance bonding shall be required for capital improvement projects.
- T. **Observance of Laws, Rules and Regulations:** The Proposer shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of Texas, Dallas County and the City of Dallas. The Proposer shall also abide by all rules, regulations and directives prescribed for RBPRAF by the Owner.
- U. **Permits, Licenses and Taxes:** The Proposer shall comply with all requirements of federal, state, county and local laws and regulations pertinent to or affecting any phase of the security and fire protection services. The Proposer shall at its own expense procure and keep in force during the entire period of the Agreement all permits and licenses required by such laws and regulations. All permits should be available for inspection by the Owner at all times.
- V. **Fire Code:** The Proposer shall comply with all fire protection measures prescribed in the City of Dallas Fire Code, a copy of which is on file in the office of Fire Prevention Education and Inspection 1 at 1551 Baylor Street, Suite 400, Ph. 670-4319. All solvents and compounds shall be products which are free of spontaneous heating tendency. Listing of these products as free of this tendency by qualified nationally recognized testing organizations shall be considered as meeting these requirements. All products stored on City property shall be labeled with Hazardous Warning Data labels as required by the Federal and State of Texas Hazardous Waste Regulations. All electrical appliances, cords and extension cords shall bear the UL approved tags.
- W. **Combustible Materials:** The Proposer shall not store combustible supplies, including but not limited to rags and paper, near possible sources of ignition, such as, but not limited to steam pipes and high wattage lamps. The Proposer shall consider contaminated buckets, mops, cloths, and brushes as potentially subject to spontaneous heating and shall not store such items in buildings. The Proposer shall store used wiping cloths in covered metal containers.

3.3 Facility Activities

- A. **Service Standard:** As a City of Dallas sports venue constantly in the public eye, every aspect of operation for the Facility shall produce and maintain exemplary service standards. Each employee and contracted employee is expected to contribute to an efficient, responsive, positive and safe environment for public enjoyment.
- B. **Marketing:** Progressive marketing strategies, including the marketing and selling of sponsorships and naming rights shall be developed to promote the use of the Facility as a premier venue for local, regional, national and international ~~baseball games, as well as other sports and other~~ entertainment events.

3.4 Restrictions Maintaining Tax-Exempt Status for Bonds Issued for RBPRAF

- A. **Tax Law:** The federal income tax law restricts the use of the RBPRAF by any person other than a state or local government entity. Accordingly, the terms of any agreement with the Proposer will be restricted by federal income tax law.
- B. **Management Guidelines:** Federal income tax law permits the RBPRAF to be managed by the Proposer if the management agreement is structured to comply with the guidelines under Revenue Procedure 97-13 ("Qualifying Management Agreement"). These guidelines include limitations on the term and the type of compensation paid (e.g., periodic fixed fee per month) under the qualifying management agreement. The Owner welcomes any proposals that may be structured to comply with these guidelines.

3.5 Protection and Damage

- A. **Proposer Responsibility:** The Proposer shall, without additional expense to the Owner, be responsible for all damage to persons or property that occurs as a result of the Proposer's or any or all Sub-contractor's fault or negligence in connection with the execution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of equipment or property other than that owned by the Proposer that may occur in or about the Facility as a result of the Proposer's actions or of the actions of the Proposer's Sub-contractors, shall be repaired or replaced at the Proposer's expense.
- B. **Insurance:** The Proposer shall maintain Owner's protection insurance for all operations and events per paragraph 3.2,R.
- C. **Safety:** The Proposer shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The Proposer shall observe all pertinent safety practices and comply with applicable safety regulations.
- D. **Keys:** It shall be the Proposer's responsibility to provide the Owner on an annual basis or within 2 business days of the Owner making such request a list of the names of persons who have been issued keys to the Facility, or parts of the Facility. In the event a key is lost or misplaced it shall be the responsibility of the Proposer to replace the locks the lost key(s) opened at the Proposer's expense.

3.6 Other Contracts

- A. **Owner Agreements:** The Proposer shall agree to honor any pre-existing Use Agreement in which the Owner has entered into. The Owner may undertake or award other construction contracts for additional work at the Facility. The Proposer shall fully cooperate with such other contractors and City employees. The Proposer shall not commit or permit any act which shall interfere with the performance of work by any other contractor, or by City employees.

3.7 Alterations and Improvements

- A. **Right to Improve:** During the term of the Contract and with the approval of the Owner, the Proposer may without cost to the Owner have the right to remodel, renovate and refurbish the premises, or to construct new facilities, including either a temporary or permanent maintenance facility. To the extent reasonably necessary or desirable for the Proposer to use and manage the Facility, the Proposer may erect or install within the Facility alterations, additions, or equipment that do not alter the aesthetic or structural integrity or basic configuration of the Facility. In doing so, the Proposer shall comply with all applicable governmental laws, statutes, ordinances, codes, and regulations regarding structures. The Proposer shall provide and submit plans and specifications for any and all alterations, additions, remodeling, renovation, replacement or refurbishment to the Owner for prior review and written approval. Prior to commencing any alterations, additions, remodeling, renovation, replacement or refurbishments of or to the Facility, the Proposer shall provide the Owner with proof of insurance satisfactory to the Owner. Proposer shall also provide the Owner with proof of insurance satisfactory to the Owner for all Sub-contractors of the Proposer. The Proposer shall also provide the Owner with proof satisfactory to the Owner that the Proposer has funds available sufficient to complete any such work, including reasonable contingency reserves. All improvements to the Facility made by the Proposer will be at the Proposer's expense, in a good and workmanlike manner, in compliance with applicable building codes, and free and clear of any liens and encumbrances. Proposer must post payment and performance bonds in the amount equal to the value of the improvement project and must be submitted within 10 business days after award of contract. All improvements to the Facility or any part thereof will become part of the Facility and shall remain upon and surrendered with the premises as a part thereof at the end of the contract term without disturbance, molestation or injury.
- B. **Business Inclusion and Development Plan:** The Proposer and its consultants, construction manager, contractors and subcontractors will make the required good faith effort to hire and contract with certified minority and women-owned business enterprises, in compliance with the City of Dallas Business Inclusion and Development (BID) Plan.
- C. **Failure of Systems:** In the event of structural or mechanical failure of an essential Facility component or system, or the need to modify or replace an essential Facility component as a result of a requirement imposed by any government, the Proposer shall be solely responsible for the costs of completing the necessary repairs and/or modifications.
- D. **Owner Rights to Improve:** The Owner reserves the right to repair, replace or modify any component or system of the Facility at its sole discretion, subject to appropriation and required Owner approvals.

3.8 Property

- A. **Ownership:** All property furnished by the Owner under the Contract shall remain the property of the Owner. Maintenance, repair, alteration, addition and replacement of all structures, equipment and furnishings supplied by the Owner or Proposer during the Contract shall be at the expense of the Proposer. Upon termination of the Contract, the Proposer shall render an accounting of all such property which has come into its possession under the Contract. Any property contained within the Facility that is lost or damaged, resulting from improper use or negligence by Proposer personnel, shall be replaced or repaired at the sole expense of the Proposer. All alterations, additions and replacements of structures, equipment and furnishings shall be approved by the Owner.
- B. **Loss or Damage:** The Owner shall not be responsible for any goods, merchandise or equipment stored at the Facility, nor shall it be responsible for loss or damage resulting from a power failure, flood, fire, explosion, theft, accident and/or any other cause.
- C. **Use:** The Facility and all Owner property shall be used only within the official performance of this Contract.
- D. **Owner Access:** The Owner and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of the Proposer's operations as is reasonably practicable) to enter upon and in the premises for the following purposes:
 - (1) **Inspection:** To inspect such premises to determine whether the Proposer has complied and is complying with the terms and conditions of the Contract.
 - (2) **Access:** To gain access to the mechanical, electrical, utility and structural systems of the Facility for the purpose of public safety.
 - (3) **Loss Control:** The Proposer will allow City Property insurer's loss control engineers access to premises for inspections and will comply with their recommendations.
- E. **Liens:** The Proposer recognizes and understands that no liens may be secured against public property as a matter of law, and agrees to keep the premises and all fixtures and purchased property located thereon free from any and all claims or purported liens arising out of any work performed, materials furnished, or obligations incurred by the Proposer, its on-site management, employees, and subcontractors, and shall reimburse the Owner for any attorney's fees incurred in the defense of proceedings to enforce or foreclose such liens including actions brought by the Owner to remove any such unlawful liens.

3.9 Labor Force

- A. **Staffing Levels:** The work required shall be performed at the quality standards level, or higher than that outlined herein. If in the conduct of the work, it is determined that the Proposer has not provided for sufficient personnel, additional work force shall be engaged by the Proposer, at no cost to the Owner, to provide the quality of work outlined in the specifications and as required by the Owner. This level of work force shall be provided at all times, regardless of vacations, sick leave, or other causes.

- B. **Staff Quality:** The Proposer shall employ only such managers, superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties of tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Proposer or its Sub-contractors on or about the work site who shall misconduct him/herself or be incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of his/her duties or who neglects or refuses to comply with or carry out the directions of the Proposer. Proposer agrees that all Proposer or Sub-contractor employees shall submit to, and pass a police background investigation, drug test and/or a polygraph examination upon request.
- C. **Environmental Policy:** Contractor's employees shall be familiar with the City's environmental policy (Attachment D) about spill response and proper chemical storage. The Owner will provide the Contractor with the necessary information to share with their employees.
- D. **Supervision by Proposer:**
- (1) All supervisory and working supervisory personnel shall understand and speak English fluently, able to understand instructions and communicate to those being supervised the nature of the job and what is to be accomplished.
 - (2) When the work of the Contract is being carried out, the Proposer or an authorized competent representative shall be present on the work site at all times, or as otherwise specified by individual locations within these specifications.
 - (3) The personnel employed by the Proposer shall be capable employees, qualified in such work. At all times, the Proposer shall staff the Facility with trained and experienced personnel.
 - (4) A fully qualified work force shall be on board at the inception of the Contract and shall be maintained throughout the term of the contract. All personnel shall receive close and continuing first line supervision by the Proposer.
 - (5) All Proposer and Sub-contractor employees shall be at least 16 years of age.
 - (6) Each employee shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence, as evidenced by Alien Registration Receipt card or who presents other evidence from the Immigration and Naturalization Service that employment shall not affect his immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
 - (7) The Proposer shall ensure that all employees assigned are in good general health, without physical defects or abnormalities which would interfere with the performance of duties. They shall be free from any communicable disease.

3.10 Wage Rates

~~Proposer agrees to pay not less than the minimum wage rates established by law.~~

Proposer agrees to pay both its full-time and part-time employees an hourly wage equal

to or in excess of the living wage for a single adult, as calculated by the Massachusetts Institute of Technology Living Wage Calculator for Dallas County, Texas

3.11 Complaints and Non-Performance

The Proposer shall develop a system for resolving and recording complaints, and recording the corrective action taken. The Proposer shall make readily available to Facility users information on the procedure for reporting complaints. The Proposer shall provide a report of complaints as part of the Monthly Report described in paragraph 3.12,_A.

3.12 Reports, Audits, and Review

- A. **Reports:** The Proposer shall submit a monthly report to the Owner in the form provided by the Owner. Such reports shall include an accounting of the services provided, events held at the Facility, attendance, services provided by Proposer and Sub-contractors, and revenue/expense statements for all revenue and expense streams.
- B. **Independent Audit:** An audit for the most recently completed fiscal year shall be submitted annually as soon as the audit is completed but no later than 6 months after the completion of Owner's fiscal year on September 30. The audit of financial statements shall be conducted by a certified professional accountant in accordance with generally accepted accounting principles; reviews or compilations are not acceptable substitutions for the audited financial statements.
- C. **Audit and Review:** Owner may review any and all of the services performed by Proposer under this Contract. Owner is granted the right to audit, at Owner's election, all of Proposer's records and billings relating to the performance of this Contract. Proposer agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to the Owner's rights as may be disclosed by an audit under this section.

Section 4 - Proposal Process

4.1 Proposal Review and Clarification

- A. **A Pre-Proposal Conference** will be held at the date, time and location stated on the Advertisement, or as updated by addendum. Attendance is strongly encouraged. This conference is a scheduled time for Proposers to ask questions pertaining to the submittal requirements. Proposers are encouraged to attend the pre-proposal conference to provide input and comments regarding the specifications. All questions must be submitted in no later than seven working days prior to the proposal due date.
- B. All prospective proposers must register at Park and Recreation website, located at <http://www.dallasparcs.org/465/Construction-Opportunities> Any adjustments to the RFP shall be posted as an addendum on the website. To submit questions before and after the pre-proposal meeting, please use the questionnaire on the website.
- C. No other informational meetings shall be held. In fairness to all potential Proposers, only use the website and the pre-proposal meeting to discuss the terms of this solicitation.

4.2 Proposal Submission

- A. Sealed proposals are to be submitted by no later than **1:00 p.m. on February 23, 2018**~~July 19, 2019~~. Proposals shall be delivered by mail or in person to the Business Development and Procurement Services office at Dallas City Hall, 1500 Marilla St, Room 3FN, Dallas, TX 75201. Late proposals will not be accepted.
- B. It may be necessary for the Owner to request supplemental information from individual respondents after proposals have been submitted and reviewed. Such information will be requested in writing by the Buyer to the specific respondent and will be used by the Owner in evaluating the proposal. This information will not be shared with other respondents during the evaluation and award process.

4.3 Required Documentation

Documents that shall be submitted as part of the proposal process include:

- A. **Evidence of Qualifications:** The following shall be submitted with the proposal:
- (1) A business information page that has the following information:
 - Proposer's entity name and mailing address and office location (if different from mailing address)
 - Proposer's current legal status (corporation, partnership, sole proprietor, etc.)
 - Federal Tax ID number
 - Primary Contact Person and Alternate Contact Person's name, title, phone number, fax number and email address.
 - Signature of authorized corporate officer for each entity proposing individually or as a partnership or team, certifying the accuracy of the proposal.
 - (2) A one-page Statement of Interest that briefly describes the Proposer's interest in this particular project.
 - (3) A Table of Contents page
 - (4) A one-page Statement of Qualifications to include summary of relevant background and experience in managing, operating and marketing comparable facilities. Certification of the ability to begin full operations upon award of Contract.
 - (5) A proposed organizational chart, job descriptions, areas of expertise, and the qualifying experience required for each position. Additionally, bios and resumes of key personnel who would design, build and manage the Facility should be included. This section of the proposal shall not exceed five (5) pages.
 - (6) Additional one (1) page of information that would support the Proposer's ability to perform the scope of work in section 2.3 B and section 3.
 - (7) A Narrative Summary of not more than four (4) pages in length that includes the nature and structure of the proposed development, operation and management agreement and how the proposal addresses each of the goals. This narrative

summary shall include a summary of the Proposer's Work Plan for design, construction, finance, program management, operations & maintenance and marketing of the Facility.

- (8) The Proposer shall provide a Work Plan (up to 20 pages) that includes:
- a) A listing of key tasks to be completed by Proposer upon signing of Contract and prior to assuming on-site management responsibility for the Facility. Include a proposed scope of work that satisfies the requirements in section 2.3, B., a timeline and estimated costs.
 - b) Description of plan to address anticipated uses for the Facility ~~for 2019 and beyond.~~
 - c) A manual of proposed operational procedures or a sample manual of operating procedures for a facility currently under the management of the Proposer.
 - d) A preliminary Operating Pro Forma showing the methodology for operations & maintenance of the Facility. A preliminary rental and use fee schedule that includes rates for different types of events. This section of the proposal shall not exceed two (2) pages.
 - e) A ticket sales plan that addresses both rentals and Proposer's own events (if the Proposer generates its own events). Any ticket surcharge that is planned to be charged shall be outlined in the plan. This section of the proposal shall not exceed two (2) pages.
 - f) A Facility Utilization and Marketing Plan for maximizing overall usage of the Facility, giving particular emphasis to marketing sponsorship and naming rights and marketing the Facility as a premier venue for local, regional, national and international athletic events and competitions.
 - g) Proposed annual operating budgets for the periods of projected opening day through ~~December 31, 2019~~September 30, 2021, and ~~January~~October 1, 2020~~2021~~ through ~~December 31, 2020~~September 30, 2022. Each budget shall show a detailed breakdown of both anticipated expenses and revenues, to include any proposed management fee to be paid to the Owner or a plan for shared revenues, concession fees, etc.
- (9) A financial statement, including the Proposer's assets and liabilities at the close of the most recent accounting period. Said statement is to be certified by a certified public accountant. In addition, the Proposer shall submit financial statements for each of three years preceding the most current statement. The statement must show financial capability to undertake the project. The Proposal must either have a letter(s) of credit or have the necessary funds, an amount equal to the cost of design and construction of the project, already in the bank.
- (10) Background materials such as letters of support and information pertaining to Proposer's qualifications, facility management, operation and marketing experience. This section of the proposal shall not exceed five (5) pages.

- (11) A list of no less than four (4) clients, with names and phone numbers of contacts, that can attest to the Proposer's capacity to provide the services requested in this Proposal. Ideally, the references should include clients to whom the Proposer has provided operational management services within the past three (3) years.

B. Other Documents:

- (1) **Conflict of Interest form**
- (2) **Business Information Form**
- (3) **Environmental Affidavit**
- (4) **Affirmative Action Plan ***
- (5) **BID Affidavit (BDPS-FRM-203) ***
- (6) **Ethnic Workforce Composition Report (BDPS-FRM-204) ***
- (7) **Affidavit History of M/WBE Utilization Form (BDPS-FRM-205) ***
- (8) **Affidavit Type of Work by Prime and Sub-consultant (BDPS-FRM-206) ***

*(*AAP and Forms 203, 204, 205 and 206 will be scored: see Section 5.3 E)*

C. If the Proposer has any concerns regarding its ability or willingness to meet with any terms and conditions expressed in this RFP or in the attached Draft Contract, please include a statement that addresses the particular terms and any alternative language preferred by the Proposer.

D. Owner reserves the right to require additional information as deemed necessary to ascertain the qualifications of the Proposer.

4.4 Format for Proposal

Each Proposal shall be contained in one (1) three-ring binder with a maximum size of two (2) inches in diameter.

- The binder cover shall identify the name of the respondent and the name of the project for which the Proposal is submitted ("Development, Operation & Management of the Reverchon ~~Ball Park~~ Athletic Field, RFP "X")
- Separate and identify each response to Section 4.3 A (1-18), Section 4.3 B (1-8), and Section 4.3 C
- Use vertical format on 8 ½ x 11 paper, double-sided if possible
- Number the pages of each section.
- Submit original, marked "original" and ~~eight (8)~~ four (4) identical copies of each Proposal.
- Submit an electronic version in one PDF file on a flash drive or CD.

4.5 Oral Presentations

If deemed necessary, the Owner may, after the initial proposal evaluations, schedule

oral presentations with any or all Proposers.

4.6 Disqualification of Proposer

Proposer may be disqualified for any of the following reasons:

- A. Reason to believe collusion exists among the Proposers
- B. The Proposer is involved in litigation against the Owner
- C. The Proposer is in arrears on an existing Contract or has failed to perform on a previous Contract with the Owner
- D. The Proposer has failed to complete the RFP forms

4.7 Public Information

All information, documentation, and other materials submitted in response to this RFP are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract executed with the selected Proposer.

Section 5 - Selection Process

5.1 Request for Proposals

Based on the evaluation criteria established for this proposal, each properly submitted proposal will be reviewed, evaluated and ranked by the Owner's review committee. Based on this ranking, the Owner will start negotiations with the highest-ranking firm with the intent to award to that firm.

Acceptance of Evaluation Methodology: By submitting its proposal in response to this RFP, each Proposer accepts the evaluation process as outlined in this RFP and acknowledges and accepts that determination of the most qualified firm offering the best value to the Owner may require subjective judgments by those evaluating the proposals.

5.2 Schedule

Advertisement of RFP	January 17, 2018 <u>June 26, 2019</u>
Pre-Proposal Meetings	January 25, 2018 <u>July 9, 2019</u>
Request for Proposals Due (unless extended)	February 23, 2018 <u>July 19, 2019</u>
Oral Presentations (if necessary)	TBD
Park Board Approval	March 22, 2018 <u>September 05, 2019</u>
City Council authorization of contract	May 9, 2018 <u>October 8, 2019</u>
Reverchon Ball Park <u>Athletic Field</u> , ready for play (estimate)	July 2019 <u>March 31, 2021</u>

5.3 Criteria for Review and Evaluation

The following criteria shall be used to evaluate the documentation provided in Section 4.3 and determine the ranking of the proposals:

- | | |
|--|------------|
| A. Specific expertise in areas pertinent to the project. | 20% |
| B. Capabilities, resources and responsiveness: | 20% |
| 1. Staffing size, current workload, availability. | |
| 2. Staff's areas of expertise. | |
| 3. Experience with other similar projects. | |
| 4. History of meeting deadlines. | |
| 5. History of staying within budget. | |
| 6. Expertise of project manager and project team. | |
| 7. Past performance on City and other Contracts. | |
| <u>8. Current financial capability and business practices</u> | |
| 8. | |
| C. Approach to the project | 20% |
| 1. Plan proposed adequately answers questions. | |
| 2. Proper attention given to critical issues. | |
| <u>3. Familiarity with circumstances surrounding a project.</u> | |
| 3. | |
| D. Current contracts. | 5% |
| 1. Obligations that propose a potential conflict of interest. | |
| <u>2. Current City contracts in effect.</u> | |
| 2. | |
| E. Women and minority-owned sub-consultant participation: | 15% |
| 1. Proposers shall comply with the City's Business Inclusion and Development Plan. The following information shall be submitted with the proposal: | |
| o Affirmative Action Plan or Policy – <u>1 point</u> | |
| o Business Inclusion and Development Affidavit (BDPS-FRM-203) which demonstrates the intent to comply with the policy and evidence of M/WBE inclusion to meet the BID goal for the project. The BID Affidavit exhibits evidence of acknowledgement of the City of Dallas' BID Plan – <u>2 points</u> | |
| o Ethnic Workforce Composition Report (BDPS-FRM-204) – <u>1 point</u> | |
| o RFP/RFQ Contractors Affidavit History of M/WBE Utilization Form (BDPS-FRM-205) documenting the history of M/WBE utilization on previous contracts – <u>4 points</u> | |
| o RFP/RFQ Contractors Affidavit Type of Work by Prime and Sub-consultant Form (BDPS-FRM-206) which includes a significant number of diverse M/WBE firms in meaningful roles on the project – <u>7 points</u> | |
| • The name, address and telephone number of each M/WBE | |
| • The description of the work to be performed by each M/WBE; | |
| and | |

- The approximate dollar amount/percentage of the participation

- F. Proposer’s work plan, special concerns or techniques needed** **17%**
- G. Prior and current litigation and claims history, including claims history with the City.** **3%**

5.4 Evaluation of Proposals

The Owner will evaluate the proposals and submit a recommendation to the Park Board and City Council for approval. The Owner may, in its sole discretion, expand or reduce the criteria upon which it bases its final decision regarding the selection of an Proposer. The final selection, if any, will be the proposal which best meets the requirements set by the Owner.

5.5 Contract Award

Upon selection of a successful Proposer, the Owner and the Proposer will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Draft Contract for Services. By submitting a proposal, the Proposer agrees to ~~be bound by~~ start negotiations with these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to Park and Recreation Board and City Council approval.

Section 6 - Contract

6.1 Award of Contract

- A. The Owner intends to award this Contract in its entirety to the Proposer determined to be most advantageous to the Owner.

- B. The City of Dallas reserves the right to reject any and all proposals and to waive any and all irregularities and formalities where it is in the best interest of the Owner and the Facility. The submission of a proposal not in keeping with the Owner's goals and which could adversely affect the City of Dallas' public image shall not be accepted. The Owner reserves the right to withhold the award of the Contract for a reasonable period of time and no award shall be made until investigations are completed as to the capabilities of Proposers.
- C. The Contract Documents shall be drafted by the City Attorney's Office and tailored for this overall operational agreement. The Proposer shall be required to sign the Contract and provide necessary insurance prior to City Council approval, and provide all documents required within fifteen (15) days after award of the Contract by City Council. The Contract shall be governed by and construed in accordance with the Charter and ordinances of the Owner, as amended, and all applicable State and Federal Laws. The obligations of the parties to the Contract shall be performable in the City of Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas.
- D. The Owner's Contract shall be with the successful Proposer only, and shall not include any third-party arrangement.

6.2 Assignment of Contract

- A. **No Assignment:** The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of the Contract or any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the Owner. Should the Proposer assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the Owner, at its discretion, may cancel the Contract and all rights, title and interest of the Proposer shall therein cease and terminate, and the Proposer shall be declared in default.
- B. **Sub-Contracting:** The Proposer may further sub-contract any portion of the Contract, but shall first obtain written approval from the Owner. Any such Sub-contractors shall be prepared to meet the same guidelines and standards set forth in this specification. If any Sub-contractor intends to use its own Sub-contractor(s), every effort shall be made to hire minority and women-owned firms, and the Sub-contractor shall specifically agree to make all reasonable efforts to meet or exceed the City's BID goals for the utilization of such firms.

6.3 Indemnity

- A. The Proposer shall agree to defend, indemnify and hold the Owner, its officers; agents, and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by the Proposer's intentional or negligent breach of any of the terms or provisions of this contract, or by any other negligent or strictly liable act or omission of the Proposer's, its officers, agents, employees, tenants, or subcontractors, in the performance of this contract; except that the liability resulting from the sole negligence of the Owner, its officers, agents, or employees. In the event of joint and concurrent negligence of the

Owner and the Proposer responsibility, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to the Owner under Texas law and without waiving any defense of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- B. Anything herein to the contrary notwithstanding, the Owner shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage. Federal, State, or local government action, breakdown, or failure of apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvement or enlargement thereof or any act or condition beyond its reasonable control.

6.4 Default

- A. **Events of Default:** The following events shall be deemed to be events of default by Proposer under this Contract:
 - (1) Proposer shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
 - (2) Proposer attempts to assign the Contract without the prior written consent of the Owner; or
 - (3) Proposer shall fail to perform, keep or observe any term, provision or covenant of the Contract to be performed, kept or observed.
- B. If an event of default occurs, the Owner shall give the Proposer written notice of the default. If the default is not corrected to the satisfaction and approval of the Owner within thirty (30) days of receipt of such notice by the Proposer, the Owner may immediately replace the Proposer. The Owner shall not pay any expense to the Proposer resulting from this action.
- C. At the direction of the Owner, the Proposer shall vacate the facilities and shall have no right to further operate under the Contract.
- D. Within forty-eight (48) hours after such demand by the Owner, the Proposer, under the supervision of the Owner, shall remove all equipment and supplies to which he is properly entitled, as specified herein.
- E. The Proposer in accepting the Contract agrees that the Owner shall not be liable to prosecution for damages or lost anticipated profits in the event that the Owner cancels or terminates this Contract.
- F. No waiver by the Owner of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

6.5 Notices after Contract Award

- A. Any notices, payments, statements, or demands required or permitted to be given

hereunder by either party to the other may be ~~effected~~affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

- B. All notices required or permitted to be given to the Owner shall be mailed to the Director, Park and Recreation Department, 1500 Marilla Street, Room 6FN, Dallas, TX 75201.
- C. All notices required or permitted to be given to the Proposer shall be presented to the Proposer or mailed to the address indicated in the proposal, unless the Proposer shall notify the Owner in writing of a change of address.

6.6 Miscellaneous

- A. Proposer shall thoroughly familiarize itself with the provisions of these Specifications and the nature of the proposed Facility. After executing the Contract, no consideration shall be given to any claim of misunderstanding.
- B. In the event that either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- C. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these Specifications.
- D. Should any question arise as to the proper interpretation of the terms and conditions of these Specifications, the decision of the City Attorney shall be final.
- E. No notice to the Proposer to quit possession at the expiration date of the term of this Agreement shall be necessary. Proposer covenants and agrees that at the expiration date of the term of the Contract, or at the earlier termination hereof, it shall peaceably surrender possession of the premises in good condition, reasonable wear and tear, and acts of God excepted, and the Owner shall have the right to take possession of the Facility or any portion thereof without being liable for prosecution or any claim of loss or damages thereof.
- F. The Proposer shall not allow the distribution of campaign or political literature of any kind by any employee at any time at the Facility.

6.7 Conduct of Work

Any work which is unsatisfactory to the Owner shall be called to the attention of the Proposer and the Proposer shall be required to properly service the areas in question by commencement of work the following day, and to take steps to improve the overall results in the future. Failure by the Proposer to comply with such requests shall result in the corrective work being done by others with the cost charged to the Proposer, and deductions being imposed as stated in Complaints and Non-performance, or in termination of the Contract.

Attachments:

A: Draft Contract

B: General Conditions for Building Construction

C: Insurance Requirements

D: Conflict of Interest Policy

E: Environmental Policy & Affidavit

F: City of Dallas Business Inclusion Development Plan

G: BID Forms

H: Flood Map Plan

Memorandum



CITY OF DALLAS

DATE January 3, 2020

TO Honorable Mayor and City Council Members

SUBJECT Agenda Item #39, January 8, 2020 - Reverchon Park Development, Maintenance and Operation Agreement

The following information is provided in response to questions regarding the Reverchon Ballfield at the December 11, 2019, City Council agenda meeting. This agenda item (#39) has been added to the upcoming January 8, 2020, City Council agenda meeting for re-consideration.

Overall Use of the Reverchon Park and the Upper Meadow

This public-private partnership agreement with Reverchon Park Sports and Entertainment, LLC (RPSE) will not change the use of the park overall. Beyond the use of the ballfield, Reverchon Park, which is classified as a Community Park within our park classification system, is popular for all types of park-related activities such as picnics, special events, runs, and concerts. Many parks in our system are routinely scheduled for concerts, special events, runs/walks, cycling events, etc., which are coordinated and permitted through our Athletics, Events and Reservations Office.

The agreement with RPSE will allow for them to use of the ballfield in a manner consistent with our community park use designation. As a requirement in the agreement, RPSE will submit their full event schedule on a semi-annual basis to the Director of the Park and Recreation Department for approval. Events are required to obtain a use permit, which identifies specific needs such as a parking and traffic management plan, security, restrooms, etc. This submission will trigger a review by the appropriate City Department and staff (including DPD and DFR) to ensure all aspects of the event are covered and approved.

The Park and Recreation Department will require that the project does not utilize more than 10% of the total 3.5 acres of the upper meadow. The current impact on the upper meadow comes from the development of the all-abilities field, which will utilize approximately 12,000 square feet of the approximate 3.5 acres of the meadow itself – or less than 10% of the total area identified as the upper meadow. Secondly, the development of the area will provide improved access to the upper meadow, which was a key improvement identified in the 2006 Reverchon Park Master Plan completed by MESA, a landscape architecture, planning and urban design firm. MESA noted in the 2006 master plan that the upper meadow should have improved accessed so that park patrons may use the area for “contemplation.” The master plan also identified the need to use the upper meadow in a manner that would provide for connectivity to the Scottish Rite Hospital. The current proposed design maintains the intent of the 2006master plan. Lastly, it is noteworthy that MESA is the company with which RPSE has contracted for the design of the ballfield.

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Ballfield Use

The current ballfield is reserved through our Athletics, Events and Reservation Division, which takes online and phone reservations up to six months in advance in conjunction with our athletic field reservation period (February thru November). The current ballfield is operated in a manner consistent with other reservable athletic fields within the park system, i.e. when the field is not in use, it is locked and not available for open play without a reservation.

There are currently three categories of athletic fields: tournament/league fields, practice fields and open play/non-reservable fields. The tournament/league and practice fields are maintained at a higher level and are secured when not in use to prohibit unauthorized play and damage to the quality of the field. Reverchon ballfield, as proposed to be operated by RPSE, will fall within the first two categories (tournament/league fields and practice fields). Therefore, RPSE will manage the field and provide access to minor league baseball, the Park and Recreation Department, DISD, and other leagues or events that are scheduled in advance. When the field is not in use by a group listed above, it will be available for use on a reservation basis for any group. RPSE will be required to post field availability on its website and within the Reverchon Recreation Center. RPSE has committed to ensuring open play (on a reservation basis) will be available to the public.

Once the ballfield and all-abilities field are completed by RPSE, there is an expected increase in the use of the park. The ballfield use alone is expected to increase from its current 150 reservations to over 280. The addition of the turf field will allow for utilization beyond the capacity of a natural turf field, which requires a resting period to preserve turf quality.

The development will also include a new restroom facility which will remain accessible to the users of the rest of Reverchon Park during normal park hours which are 5:00 a.m. until 11:00 p.m.

Fees

RPSE's proposal estimates that over 50% of the total stadium seats will have tickets priced at \$10 or lower, making this an affordable experience. All fees, including changes to approved fees, must be approved by the Park and Recreation Board prior to implementation and at this time, fees have not yet been presented to the Board but will be brought before them for approval no later than six months before opening of the field for use. Additionally, RPSE has committed to discount event fees at the ballfield for first responders, veterans, teachers, and other stakeholders.

Regarding field usage, in addition to the 30 days the Park and Recreation Department is provided to conduct its Fall and Spring leagues and tournaments, RPSE is also committed to partnering with the Park and Recreation Department to offer a free or discounted baseball camp for disadvantaged students. RPSE will work with the Park and Recreation Department on developing this program as they work to establish their operational procedures.

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Community Engagement

The current proposed agreement requires RPSE to hold community engagement meetings, and the schedule for these community meetings must be approved by the Director. The RFP specifically required there be a minimum of two community meetings prior to review of design plans by the Park and Recreation Board and approval by the Director. The community meetings must be posted on RPSE's website no less than 30 days in advance. Further, the Park and Recreation Department will post the meeting dates and times on our website and at Reverchon Recreation Center. In addition, RPSE has committed to holding a community meeting with local stakeholders such as Friends of Reverchon Park and Friends of Katy Trail on an annual basis so that interested groups and the community can be informed and have the opportunity to provide input regarding continued improvements and operations of the ballfield. RPSE will also be required to report on its operations annually to the Park and Recreation Board.

At the December 11, 2019 meeting, City Council also raised questions regarding the prior RFP advertised and subsequently awarded in 2016. Department staff reviewed available information and confirmed that there were two community meetings held as part of the first RFP process. Staff recalls approximately 20 individuals in attendance between the two meetings held with no major issues or concerns raised related to the ballfield. Concerns from these two meetings included: protecting agreements with DISD, existing users maintain their use, improve drainage of the ballfield, adding dressing rooms to the area and including a scoreboard/sound system. Input from these meetings was used in the development of the first RFP.

The second RFP issued in 2019 included other uses outside of baseball to allow for the opportunity of the awardee to maximize opportunities for revenue generation through events. These uses, in addition to baseball games, included concerts, festivals, holiday celebrations, races, lacrosse, soccer, and rugby; all of which are consistent uses of City of Dallas parks. Please see **Attachment A** for a summary of the two RFP specifications.

Ballfield and All-Abilities Field Design

RPSE must prepare design concept drawings for community input prior to construction, submit the schematic design for all improvements to the Reverchon Ballfield for review by the Park and Recreation Board's Planning and Design Committee and approval by the Director. Any revisions to those approved plans must also be similarly submitted to the City for review and approval.

Currently, the design of the ballfield and all-abilities field is in the conceptual phase, and therefore, the design and layout of the ballfield is still subject to review and approval. The size of the ballfield has not changed since the RFP was advertised and the proposal received from RPSE. However, the seating capacity of the stadium has changed since the original RFP – increasing from 2,400 seats to approximately 3,500 seats. This increase in seating has been accomplished by extending seating areas down the baselines and contained within the original footprint of the stadium and has not affected the size of the stadium. Overall, seating area makes up 9% of the total stadium area.

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Any future expansion of the facility, under the current proposed terms and conditions, would require RPSE to obtain written approval from the Director. Future improvements may be considered if it is necessary to comply with governmental regulations or terms of this agreement, required for safe operation, or otherwise approved by the Park and Recreation Board. RPSE may make material changes to the park if they do not involve a cost more than \$50,000. Material changes above \$50,000, changes requiring demolition or removal of improvements, or changes which would alter the character of the premises must be submitted to the Director and may also require Park and Recreation Board approval and City Council authorization.

Overall Agreement

The overall agreement between the City and RPSE is a public-private partnership, and a model the Park and Recreation Department has found to be successful in developing properties and providing services to the residents. The Park and Recreation Department does not have the necessary funding at this time to make the improvements RPSE has committed to making, and RPSE is committed to sustainably managing the operations of the ballfield and all-abilities field on behalf of the City. In consideration of the substantial investment RPSE is making, the City will allow RPSE to retain revenues to cover their operational and investment costs while the City is provided a new stadium, artificial turfed field and all-abilities field – both of which will be firsts within the current park system. The stadium and all improvements to the park area will be the property of the City of Dallas.

The timeliness of the agreement and approval was a concern for RPSE in that if the agreement was not approved before January 2020, RPSE was concerned that this would affect the permitting process and delay them beyond their start date for baseball league play in 2021. A delay of two months as proposed at the December meeting would place RPSE in a position of not being able to begin the permitting process until possibly April or May and would then put the timeline for beginning construction behind schedule. We have assured RPSE the City's permitting process will be completed in a timely manner to meet their opening needs.

Mitigating Operational Impacts

RPSE will be required to take steps to address parking and noise resulting from these improvements and increased use of the park. RPSE will be required to abide by the Department's Directive on Amplified Sound as well as any applicable City Ordinances or City Code requirements affecting its operations. The design of the stadium will include speakers being directed away from residential and commercial areas. RPSE will also take into consideration noise concerns when scheduling its events such as limitations on the time of day. Once operational, if there are noise complaints, RPSE will work to address them through possible modification to its operations, considering limitations on time and days of events, limitations on decibel levels and other factors that may address the noise concern.

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Addressing parking and traffic concerns are important to RPSE and the Park and Recreation Department. As previously stated, all events will be evaluated by Park and Recreation Department staff and a parking and traffic management plan will be required for the event(s). The development of this plan will include review by Dallas Police Department and Dallas Fire Rescue, as needed. RPSE projects that over 50% of attendees to the ball games and other events will walk/bike into the park from the surrounding neighborhoods. However, RPSE is addressing the shortage of parking within the park itself by establishing agreements with local businesses that have parking garages and ample space to accommodate RPSE's planned events. No new parking will be constructed as part of the development.

The Senior Environmental Coordinator and Urban Biologist for the Park and Recreation Department conducted an environmental review of the property and planned ballfield and found no significant impacts with the conceptual plans as submitted. Further review of the plans and development will be reviewed in conjunction with the City's permitting process related to construction projects. The Park and Recreation Department's environmental assessment report is attached for your review as **Attachment B**.

Contract Monitoring

The Park and Recreation has a dedicated division responsible for monitoring all partnership agreements, and the RPSE agreement will fall within this division for continual monitoring. If this agreement were to be approved, Department staff, specifically the Leisure Venue Destination Division, will create a monitoring plan for the agreement which will require periodic operational and financial reviews, periodic spot checks of the ballfield and all-abilities field, monitoring of activities held at the ballfield as allowed by the agreement, and conduct annual reviews of the performance of RPSE in meeting all aspects of the agreement. In conjunction with each annual report by RPSE to the Park and Recreation Board, staff will provide an annual summary of these monitoring activities and any findings under this agreement.

If you have any questions, please feel free to contact me.



John D. Jenkins, Interim Director
Park and Recreation Department

Attachment A – Reverchon RFP Comparison
Attachment B – Environmental Report

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney (Interim)
Biliera Johnson, City Secretary
Joey Zapata, Assistant City Manager

Memorandum



CITY OF DALLAS

DATE January 3, 2020

TO Honorable Mayor and City Council Members

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Overall Use of the Reverchon Park and the Upper Meadow

This public-private partnership agreement with Reverchon Park Sports and Entertainment, LLC (RPSE) will not change the use of the park overall. Beyond the use of the ballfield, Reverchon Park, which is classified as a Community Park within our park classification system, is popular for all types of park-related activities such as picnics, special events, runs, and concerts. Many parks in our system are routinely scheduled for concerts, special events, runs/walks, cycling events, etc., which are coordinated and permitted through our Athletics, Events and Reservations Office.

The agreement with RPSE will allow for them to use of the ballfield in a manner consistent with our community park use designation. As a requirement in the agreement, RPSE will submit their full event schedule on a semi-annual basis to the Director of the Park and Recreation Department for approval. Events are required to obtain a use permit, which identifies specific needs such as a parking and traffic management plan, security, restrooms, etc. This submission will trigger a review by the appropriate City Department and staff (including DPD and DFR) to ensure all aspects of the event are covered and approved.

The Park and Recreation Department will require that the project does not utilize more than 10% of the total 3.5 acres of the upper meadow. The current impact on the upper meadow comes from the development of the all-abilities field, which will utilize approximately 12,000 square feet of the approximate 3.5 acres of the meadow itself – or less than 10% of the total area identified as the upper meadow. Secondly, the development of the area will provide improved access to the upper meadow, which was a key improvement identified in the 2006 Reverchon Park Master Plan completed by MESA, a landscape architecture, planning and urban design firm. MESA noted in the 2006 master plan that the upper meadow should have improved accessed so that park patrons may use the area for “contemplation.” The master plan also identified the need to use the upper meadow in a manner that would provide for connectivity to the Scottish Rite Hospital. The current proposed design maintains the intent of the 2006 master plan. Lastly, it is noteworthy that MESA is the company with which RPSE has contracted for the design of the ballfield.

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Ballfield Use

The current ballfield is reserved through our Athletics, Events and Reservation Division, which takes online and phone reservations up to six months in advance in conjunction with our athletic field reservation period (February thru November). The current ballfield is operated in a manner consistent with other reservable athletic fields within the park system, i.e. when the field is not in use, it is locked and not available for open play without a reservation.

There are currently three categories of athletic fields: tournament/league fields, practice fields and open play/non-reservable fields. The tournament/league and practice fields are maintained at a higher level and are secured when not in use to prohibit unauthorized play and damage to the quality of the field. Reverchon ballfield, as proposed to be operated by RPSE, will fall within the first two categories (tournament/league fields and practice fields). Therefore, RPSE will manage the field and provide access to minor league baseball, the Park and Recreation Department, DISD, and other leagues or events that are scheduled in advance. When the field is not in use by a group listed above, it will be available for use on a reservation basis for any group. RPSE will be required to post field availability on its website and within the Reverchon Recreation Center. RPSE has committed to ensuring open play (on a reservation basis) will be available to the public.

Once the ballfield and all-abilities field are completed by RPSE, there is an expected increase in the use of the park. The ballfield use alone is expected to increase from its current 150 reservations to over 280. The addition of the turf field will allow for utilization beyond the capacity of a natural turf field, which requires a resting period to preserve turf quality.

The development will also include a new restroom facility which will remain accessible to the users of the rest of Reverchon Park during normal park hours which are 5:00 a.m. until 11:00 p.m.

Fees

RPSE's proposal estimates that over 50% of the total stadium seats will have tickets priced at \$10 or lower, making this an affordable experience. All fees, including changes to approved fees, must be approved by the Park and Recreation Board prior to implementation and at this time, fees have not yet been presented to the Board but will be brought before them for approval no later than six months before opening of the field for use. Additionally, RPSE has committed to discount event fees at the ballfield for first responders, veterans, teachers, and other stakeholders.

Regarding field usage, in addition to the 30 days the Park and Recreation Department is provided to conduct its Fall and Spring leagues and tournaments, RPSE is also committed to partnering with the Park and Recreation Department to offer a free or discounted baseball camp for disadvantaged students. RPSE will work with the Park and Recreation Department on developing this program as they work to establish their operational procedures.

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Community Engagement

The current proposed agreement requires RPSE to hold community engagement meetings, and the schedule for these community meetings must be approved by the Director. The RFP specifically required there be a minimum of two community meetings prior to review of design plans by the Park and Recreation Board and approval by the Director. The community meetings must be posted on RPSE's website no less than 30 days in advance. Further, the Park and Recreation Department will post the meeting dates and times on our website and at Reverchon Recreation Center. In addition, RPSE has committed to holding a community meeting with local stakeholders such as Friends of Reverchon Park and Friends of Katy Trail on an annual basis so that interested groups and the community can be informed and have the opportunity to provide input regarding continued improvements and operations of the ballfield. RPSE will also be required to report on its operations annually to the Park and Recreation Board.

At the December 11, 2019 meeting, City Council also raised questions regarding the prior RFP advertised and subsequently awarded in 2016. Department staff reviewed available information and confirmed that there were two community meetings held as part of the first RFP process. Staff recalls approximately 20 individuals in attendance between the two meetings held with no major issues or concerns raised related to the ballfield. Concerns from these two meetings included: protecting agreements with DISD, existing users maintain their use, improve drainage of the ballfield, adding dressing rooms to the area and including a scoreboard/sound system. Input from these meetings was used in the development of the first RFP.

The second RFP issued in 2019 included other uses outside of baseball to allow for the opportunity of the awardee to maximize opportunities for revenue generation through events. These uses, in addition to baseball games, included concerts, festivals, holiday celebrations, races, lacrosse, soccer, and rugby; all of which are consistent uses of City of Dallas parks. Please see **Attachment A** for a summary of the two RFP specifications.

Ballfield and All-Abilities Field Design

RPSE must prepare design concept drawings for community input prior to construction, submit the schematic design for all improvements to the Reverchon Ballfield for review by the Park and Recreation Board's Planning and Design Committee and approval by the Director. Any revisions to those approved plans must also be similarly submitted to the City for review and approval.

Currently, the design of the ballfield and all-abilities field is in the conceptual phase, and therefore, the design and layout of the ballfield is still subject to review and approval. The size of the ballfield has not changed since the RFP was advertised and the proposal received from RPSE. However, the seating capacity of the stadium has changed since the original RFP – increasing from 2,400 seats to approximately 3,500 seats. This increase in seating has been accomplished by extending seating areas down the baselines and contained within the original footprint of the stadium and has not affected the size of the stadium. Overall, seating area makes up 9% of the total stadium area.

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Any future expansion of the facility, under the current proposed terms and conditions, would require RPSE to obtain written approval from the Director. Future improvements may be considered if it is necessary to comply with governmental regulations or terms of this agreement, required for safe operation, or otherwise approved by the Park and Recreation Board. RPSE may make material changes to the park if they do not involve a cost more than \$50,000. Material changes above \$50,000, changes requiring demolition or removal of improvements, or changes which would alter the character of the premises must be submitted to the Director and may also require Park and Recreation Board approval and City Council authorization.

Overall Agreement

The overall agreement between the City and RPSE is a public-private partnership, and a model the Park and Recreation Department has found to be successful in developing properties and providing services to the residents. The Park and Recreation Department does not have the necessary funding at this time to make the improvements RPSE has committed to making, and RPSE is committed to sustainably managing the operations of the ballfield and all-abilities field on behalf of the City. In consideration of the substantial investment RPSE is making, the City will allow RPSE to retain revenues to cover their operational and investment costs while the City is provided a new stadium, artificial turfed field and all-abilities field – both of which will be firsts within the current park system. The stadium and all improvements to the park area will be the property of the City of Dallas.

The timeliness of the agreement and approval was a concern for RPSE in that if the agreement was not approved before January 2020, RPSE was concerned that this would affect the permitting process and delay them beyond their start date for baseball league play in 2021. A delay of two months as proposed at the December meeting would place RPSE in a position of not being able to begin the permitting process until possibly April or May and would then put the timeline for beginning construction behind schedule. We have assured RPSE the City's permitting process will be completed in a timely manner to meet their opening needs.

Mitigating Operational Impacts

RPSE will be required to take steps to address parking and noise resulting from these improvements and increased use of the park. RPSE will be required to abide by the Department's Directive on Amplified Sound as well as any applicable City Ordinances or City Code requirements affecting its operations. The design of the stadium will include speakers being directed away from residential and commercial areas. RPSE will also take into consideration noise concerns when scheduling its events such as limitations on the time of day. Once operational, if there are noise complaints, RPSE will work to address them through possible modification to its operations, considering limitations on time and days of events, limitations on decibel levels and other factors that may address the noise concern.

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Addressing parking and traffic concerns are important to RPSE and the Park and Recreation Department. As previously stated, all events will be evaluated by Park and Recreation Department staff and a parking and traffic management plan will be required for the event(s). The development of this plan will include review by Dallas Police Department and Dallas Fire Rescue, as needed. RPSE projects that over 50% of attendees to the ball games and other events will walk/bike into the park from the surrounding neighborhoods. However, RPSE is addressing the shortage of parking within the park itself by establishing agreements with local businesses that have parking garages and ample space to accommodate RPSE's planned events. No new parking will be constructed as part of the development.

The Senior Environmental Coordinator and Urban Biologist for the Park and Recreation Department conducted an environmental review of the property and planned ballfield and found no significant impacts with the conceptual plans as submitted. Further review of the plans and development will be reviewed in conjunction with the City's permitting process related to construction projects. The Park and Recreation Department's environmental assessment report is attached for your review as **Attachment B**.

Contract Monitoring

The Park and Recreation has a dedicated division responsible for monitoring all partnership agreements, and the RPSE agreement will fall within this division for continual monitoring. If this agreement were to be approved, Department staff, specifically the Leisure Venue Destination Division, will create a monitoring plan for the agreement which will require periodic operational and financial reviews, periodic spot checks of the ballfield and all-abilities field, monitoring of activities held at the ballfield as allowed by the agreement, and conduct annual reviews of the performance of RPSE in meeting all aspects of the agreement. In conjunction with each annual report by RPSE to the Park and Recreation Board, staff will provide an annual summary of these monitoring activities and any findings under this agreement.

If you have any questions, please feel free to contact me.



John D. Jenkins, Interim Director
Park and Recreation Department

Attachment A – Reverchon RFP Comparison
Attachment B – Environmental Report

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney (Interim)
Billierae Johnson, City Secretary
Joey Zapata, Assistant City Manager

Reverchon Ball Field Proposal Summary

	Initial Proposal	Proposal as of November 19, 2019	Proposal as of December 11, 2019
Annual Revenue Payment	The greater of \$18,000 or an amount equal to the sum of 2.5% of net concession revenues	The greater of \$25,000 or an amount equal to the sum of 3.0% of net concession revenues	Years 1-4: The greater of \$30,000 or an amount equal to the sum of \$.25 per paid ticket sales Year 5 thru 10: The greater of \$60,000 or an amount equal to the sum of \$.50 per paid ticket sales annually
Revenue Payment Reviews	Not included	Not included	Ticket Sales reviewed every five years beginning in the 10 th year and may be adjusted if the annual number of paid ticket sales changes by more than 10% based on best three-year average in the most recent four-year period
Payment In Lieu of Taxes (PILOT) Revenue	Not included	Not Included	Additional revenue payment includes in year 15, or upon return of RPSE investment: 50% of PILOT for revenues greater than or equal to \$500,000; 75% of PILOT for revenues greater than or equal to \$750,000; 100% of PILOT for revenues greater than \$1M with a cap of \$120,000
Estimated Annual Median Net Revenue	\$21,555	\$25,866	Years 1-4: \$69,788 Years 5-14: \$139,575 Years 15-20: \$249,000
PKR Athletic League Use	12 days annually	20-30 days annually	20-30 days annually
Parking	No added parking in the park and utilize parking available within surrounding parking lots/garages	No added parking in the park and utilize parking available within surrounding parking lots/garages	No added parking in the park and utilize parking available within surrounding parking lots/garages
Tree Mitigation	Mitigate through plantings on site	Transplanting of trees on site	Transplanting of trees on site
Lighting	- Photometrics provided for outdoor lighting - PKR will review and approve the lighting design	- Photometrics provided for outdoor lighting - PKR will review and approve the lighting design	- Photometrics provided for outdoor lighting - PKR will review and approve the lighting design and proposed photometric levels
Traffic	Traffic plans will be required for all events	Traffic plans will be required for all events	Traffic plans will be required for all events
Number of Events/Permitting	Events will be communicated to PKR Director semi-annually and reviewed by Department Athletics, Events and Reservations staff	Events will be communicated to PKR Director semi-annually and reviewed by Department Athletics, Events and Reservations staff	Events will be communicated to PKR Director semi-annually and reviewed by Department Athletics, Events and Reservations staff
Public Access	- Enhanced parking and road access - Public restrooms accessible to all users	- Enhanced parking and road access - Public restrooms accessible to all users	- Enhanced parking and road access - Public restrooms accessible to all users - Hours will be posted for open play or use
Utilities	RPSE will pay all utilities	RPSE will pay all utilities	RPSE will pay all utilities
Noise	All events will be reviewed by PKR staff and will abide by the PKR Amplified Noise Directive and/or applicable City Ordinances	All events will be reviewed by PKR staff and will abide by the PKR Amplified Noise Directive and/or applicable City Ordinances	All events will be reviewed by PKR staff and will abide by the PKR Amplified Noise Directive and/or applicable City Ordinances
Restricting price increases for current leagues	Not included	Not included	Locked in for first year

Memorandum



CITY OF DALLAS

DATE December 6, 2019

TO Honorable Mayor and Members of the City Council

SUBJECT Reverchon Ball Field Agreement

Since our briefing to the Council on November 19, 2019, staff has been working to address concerns expressed by several Council Members. To date, we have had numerous conversations with Reverchon Park Sports and Entertainment, LLC (RPSE) and together, we have renegotiated several of the deal points originally presented.

Attached is a summary sheet detailing the main deal points affected by our continued negotiations, as well as summarizing those Council expressed concerns. This summary sheet, in addition to the deal points identified within the Agenda Information Sheet, depicts revisions to deal points from the initial proposal to where we are at today. I believe that you will see the efforts of staff, and the willingness of RPSE to collaborate. This resulted in a proposal that addresses Council's concerns as they relate to revenues to the City, field use, traffic and parking management as well as public access.

Overall, staff continues to recommend that the RFP for development and management of Reverchon Ball Field be awarded to RPSE.

If you have any questions, please feel free to contact me.

A handwritten signature in blue ink that reads "John D. Jenkins".

John D. Jenkins, Interim Director
Park and Recreation Department

c: Park and Recreation Board Members
Chris Caso, City Attorney (Interim)
Biliera Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizar Tolbert, Chief of Staff to the City Manager
Majed A. Al-Ghafry, Assistant City Manager
Jon Fortune, Assistant City Manager

Joey Zapata, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager and Chief Resilience Officer
Michael Mendoza, Chief of Economic Development and Neighborhood Services
M. Elizabeth Reich, Chief Financial Officer
Laila Alequresh, Chief Innovation Officer
Directors and Assistant Directors

Floyd, Taylor M

From: Kesler, Stefan
Sent: Friday, September 27, 2019 3:40 PM
To: Lanners, Christine
Subject: Reverchon RFP and RPSE Response
Attachments: Reverchon-AF-RFP+Contract.pdf; Reverchon_Athletic_Field_RPSE_FINAL.pdf

See attached.



Stefan W. Kesler, RA, LEED AP O+M

Senior Architect, Project Manager

City of Dallas | dallasparcs.org

Dallas Park and Recreation Department

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Dallas, Texas 75201

O: 214.670.4109 | F: 214.659.7003

C: 214.226.6332

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 **Dallas
Park & Recreation**

Floyd, Taylor M

Subject: Reverchon Athletic Field - Development Agreement Prep - Meeting - Changed to 8:30
Location: 6FN Small Conference Room

Start: Fri 9/13/2019 8:30 AM
End: Fri 9/13/2019 10:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Kesler, Stefan

Required Attendees: Robert McFarlane; Williams, Trent; Lanners, Christine; [REDACTED]

Meeting changed to 8:30-10:00. Hope that's OK with everyone.