

# **Request for Proposal (Prospectus)**

**Under the authority outlined in the Texas Parks and Wildlife Code §13.015(b) and Texas Administrative Code Rules Title 31, Chapter 59, Subchapter E, §59.101 – §59.109 under which a concession contract will be awarded and negotiated with a successful applicant for the operation of an**

## **Park Store Operations, Restaurant Food Service Operations, and Hotel Hospitality Management**

**At**

**Indian Lodge and Black Bear Restaurant located inside  
Davis Mountains State Park**



**Opening Date: Thursday, May 18, 2023  
Closing Date: Tuesday, August 14, 2023**

**LEGAL NOTICE: This announcement is provided for information purposes only and has no bearing as to obligations on the part of the state or contracting party in relation to the enforcement of any contractual rights or obligations incurred for the operation of the concession described herein. Only the terms and conditions as specified in a duly executed contract will be binding on either party.**

**TEXAS PARK AND WILDLIFE DEPARTMENT MISSION:**

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

**STATE PARKS DIVISION MISSION:**

Manage state parks and historic sites to conserve natural and cultural resources, provide recreational and educational opportunities, and foster an understanding of the diversity of Texas' lands and heritage for all generations.

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## **I. INTRODUCTION**

Texas Parks and Wildlife (the “Department”) intends to award a leased concession contract through a “Request for Proposal” (RFP) process for the operation and management of the park store, Indian Lodge, and Black Bear restaurant located at Indian Lodge State Park in Davis Mountains State Park (the “Park”). Potential concessionaires are welcome to provide a proposal for complete or partial service as described below:

- A. **Complete service** proposal includes management and operations of
  - a. Indian Lodge Hotel Management;
  - b. Black Bear Restaurant Food Service; and
  - c. Park Store Operations
- B. **Partial service** proposal includes management and operations of
  - a. Black Bear Restaurant Food Service

**Bids proposing concessionaire service for only the Indian Lodge and Park Store will not be considered. If a potential concessionaire is proposing management of the Indian Lodge, then concessionaire management of the park store and Black Bear restaurant must also be included**

The Department relies heavily on public-private partnerships, as offered through the Department's leased concessions program, to operate, develop and implement new or expanded offerings at all state parks. These partnerships help create facilities, programs, and services that increase access to traditional activities for groups that have not participated in them. Activities like camping, backpacking, nature study, birdwatching, mountain-biking, and hiking create outreach and educational opportunities to enhance support for the Department's stewardship of natural and cultural resources

The general intent of this leased concession opportunity is to provide the public with reasonably priced facilities and services in a manner which preserves and enhances the natural and cultural resources of Davis Mountains State Park while providing a reasonable financial return to the State of Texas and an economic benefit to the local communities.

The Department is seeking to attract potential applicants who command the financial resources to initiate, construct or sustain this venture while possessing the management skills to successfully create and operate a quality business venture.

The awarded concessionaire will be required to continue, and potentially enhance, the operation of the existing lodge and restaurant. It is anticipated that the leased concession will be highly successful in terms of meeting the demands for this service and in providing a profit potential for the concessionaire and a financial return to the Department.

This prospectus is being issued by the Department's State Parks Division to:

- Evoke the greatest possible interest in the development and operation of these facilities and services.
- Inform all interested parties of the availability, requirements, and conditions for operating a leased concession.
- Select the individual or group which has shown evidence to be able to financially support and sustain the operation and to best meet the overall objectives of the Department.

The RFP is a competitive process. The proposal of the individual or group which the Department judges to be the applicant who can best meet the overall objectives of the Park and the Department, and who has shown evidence of its ability to financially support and sustain the operation, will be selected.

The duration of this contract may be negotiated for a period of time to allow for a reasonable return on investment. Franchise fees (payable to the Department) will be assessed commensurate with the cost of development, initial investment, and projected financial performance.

## II. PROCESS FOR LEASED CONCESSIONAIRE SELECTION

### *Proposal Site Inspection and Pre-Submission Meeting*

- A Concession **Site visit is mandatory for all applicants before submitting a Proposal Packet.** The Park will be open to prospective applicants **beginning** May 18, 2023, **continuing through** August 14, 2023 during normal business hours. Upon arrival, applicants shall inform the Park staff at the admission gate they are attending the Pre-Proposal Concession Site Visit and inspect the Concession Site.
- **Applicants must complete a Pre-Proposal Site Visit Certification form during the site visit by obtaining a signature from Department personnel to verify that the applicant has met this requirement.** To schedule a visit, you may reach Aimee Oliveri, Assistant Park Superintendent, by phone at (432)426-3254; by email at [Aimee.Oliveri@tpwd.texas.gov](mailto:Aimee.Oliveri@tpwd.texas.gov), or via USPS at Park Superintendent, Indian Lodge, 16453 Park Rd. 3 Fort Davis, TX 79734.
- All concession applicants **have the option to attend a formal pre-submission meeting.** **Date and time of pre-submission meeting is tentatively scheduled for May 30, 2023 at 9:30 AM (CST).** **To confirm date and ensure your attendance, please contact Kimberly Asbury at (512)389-8565 or by email at [LeasedConcessions@tpwd.texas.gov](mailto:LeasedConcessions@tpwd.texas.gov) and [kimberly.asbury@tpwd.texas.gov](mailto:kimberly.asbury@tpwd.texas.gov).**
- All questions regarding the Prospectus/Request for Proposals document or your proposal should be directed to Kim Asbury via phone at (512) 389-8565 or email at [LeasedConcessions@tpwd.texas.gov](mailto:LeasedConcessions@tpwd.texas.gov) and [kimberly.asbury@tpwd.texas.gov](mailto:kimberly.asbury@tpwd.texas.gov). Questions may also be mailed to Texas Parks and Wildlife Department, Business Management Section, Attn: Kim Asbury, 4200 Smith School Road, Austin, Texas 78744.
- The deadline for submitting **questions** regarding the Request for Proposal is **August 1, 2023.**

### *Submission of the Concession Proposal*

#### **All Concession proposals must be:**

- Completed in such detail as to facilitate a comprehensive analysis by the Department;
- Addressed to Business Management Section, State Parks Division, Texas Parks and Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; **Received by 5:00 PM, August 14, 2023.**
- Clearly/prominently labeled:
  - **PROPOSAL ENCLOSED - PERSONAL/CONFIDENTIAL**

<b>** Note: emailed or faxed copies of proposals will <u>not</u> be accepted</b>
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- Include all forms listed in “Exhibits” Section as “Components of the Proposal”

**To ensure timely and equitable consideration, the information and documentation listed above must be included with each proposal. Failure to provide all of the information outlined above and to ensure its receipt by the Department by the deadline will be sufficient grounds to disregard any proposal. The Department reserves the right to disregard any and all proposals submitted or to make any counter-offer that it may consider reasonable or desirable.**

### III. PARK LOCATION AND GENERAL INFORMATION

Indian Lodge is located in Jeff Davis County, approximately 26 miles north of Marfa, Texas and 205 miles southeast of El Paso, Texas adjacent to Fort Davis National Historic Site and near the McDonald Observatory. The Indian Lodge and Black Bear Restaurant are located within Davis Mountains State Park. The Park covers 2,684 acres and is accessible from Texas Highway 118 in Fort Davis, Texas on Park Road 3.

Indian Lodge attracts visitors from the immediate area and the cities of:

- Austin, TX – 429 miles (FY22 Visitation: ~15.7%)
- San Antonio, TX – 403 miles (FY22 Visitation: ~7.8%)
- Houston, TX – 597 miles (FY22 Visitation: ~4.6%)
- Dallas, TX – 502 miles (FY22 Visitation: ~3.9%)

Indian Lodge annual year to date visitation for Fiscal Year 2022:

- Total visits: 34,394
- Day Visits 16,684
- Overnight Visits 17,710

Indian Lodge and Black Bear Restaurant annual revenue:

Fiscal Year	Black Bear Restaurant	Indian Lodge + Park Store
FY-2016	\$ 284,592.90	\$ 1,249,870.27
FY-2017	\$ 209,491.57	\$ 1,301,067.52
FY-2018	\$ 110,284.85	\$ 374,455.75
FY-2019	\$ 213,002.66	\$ 1,368,777.74
FY-2020	\$ 95,357.29	\$ 422,395.02
FY-2021	\$ 99,126.45	\$ 885,538.88
FY-2022	\$ 182,142.62	\$ 1,062,967.93

State Property Numbers:

- 895157 - MASONRY ADOBE 31640 SQ FT
- 895728- CONCR TILE 1395SF
- 960238 – LAUNDRY ROOM, 400 SF

**The Indian Lodge is currently undergoing a large renovation effort. The Indian Lodge and Black Bear Restaurant are currently closed to the public with a tentative reopening date of January 2024.**

#### ***Scheduled Renovations***

- Replacement of windows in 200/300 Buildings, Lodge Office spaces of 100 Building and upper/lower levels of the restaurant portion of the Black Bear Restaurant.
- Installation and renovation of Pergolas.
- Replace Guest Room wood doors and hollow metal frames.
- Provide wireless card reader access door hardware at all Guest Room doors.
- Redesign/renovate courtyard between 200/300 buildings.
- Provide accessible parking per TAS at the mid-level parking lot serving the Courtyard south of the 200-300 Buildings.
- Provide accessible parking and path of travel per TAS to/from the swimming pool and associated spaces.

- Renovate pool and associated spaces to be accessible per ADA/TAS.
- Replace perimeter fence and gates at pool.
- Replace perimeter fence/screens and gates at propane tank and Lodge chiller/emergency generator locations.
- Replace domestic water line piping surrounding the lodge.
- Replace 100 Building air conditioning system chiller.
- Replace Black Bear Restaurant building boiler with hot water heater.
- Renovate/revise/replace existing concrete stair nosings.
- Provide new walk lighting as needed to provide subtle wayfinding around Motor Court as needed.
- Replace 3 excessively bright area lights at the pool area and the 3 lights in parking north of Building 100 with more subtle and attractive lighting.
- Replace 2 existing AEP sodium vapor lights near Black Bear Restaurant with more appropriate lighting.
- Repair stone retaining wall damaged by vehicles north and west of the Pergola

## ***Natural Features***

Davis Mountains State Park is a scenic and popular state park located in the Trans-Pecos region of west Texas, about 205 miles southeast of El Paso. The Park covers over 2,800 acres of rugged and mountainous terrain, with elevations ranging from 5,000 to over 6,800 feet above sea level. The Park is home to a diverse range of plant and animal species, including oak, juniper, and pine trees, as well as a variety of cactus and wildflowers. Visitors can enjoy hiking, camping, bird watching, stargazing, and scenic drives through the Park's winding roads. Wildlife is abundant in Davis Mountains State Park, and visitors may spot mule deer, javelinas, coyotes, black bears, and a variety of bird species, including golden eagles and wild turkeys.

Davis Mountains State Park is a popular destination for Texans and visitors from all over the world. The Park has seen a steady increase in visitation in recent years, with over 100,000 visitors in 2022. Many Texans are drawn to the Park's unique and rugged landscape, which offers a stark contrast to the state's flat plains and urban areas. The Park's location in the remote Trans-Pecos region also adds to its appeal, as visitors can enjoy a sense of solitude and escape from the hustle and bustle of city life.

In addition to its natural beauty, the Park also offers a range of recreational activities and amenities, including camping facilities, hiking trails, and scenic drives. The Park's proximity to other popular tourist destinations, such as Big Bend National Park, also makes it a popular stop on many travelers' itineraries. Davis Mountains State Park's growing popularity among Texans and visitors from around the world is a testament to its unique beauty and recreational opportunities. Overall, Davis Mountains State Park is a must-visit destination for anyone looking to experience the natural beauty and unique landscape of west Texas.

## ***History***

Davis Mountains State Park has a rich history that dates back to the early 20th century. In the late 1800s and early 1900s, the area around the Park was home to a number of ranches and mining operations. The town of Fort Davis is located just a few miles from the Park, served as a major military outpost during the Indian Wars of the late 1800s.

In the 1930s, the Civilian Conservation Corps (CCC), a New Deal program created during the Great Depression to provide jobs and relief to young men, began work on the Park's infrastructure, including trails, picnic areas, and a stone and timber recreation building that still stands today. The CCC also constructed the Park's Indian Lodge, a historic adobe-style lodge located within the boundaries of the Park. The lodge was originally built in the 1930s by the CCC as a regional headquarters for the organization. It was used as such until the CCC disbanded in 1942. After the CCC, the Indian Lodge was used for a variety of purposes, including as a dormitory for park rangers, a museum, and even as a storage shed.



In the 1950s, the Department recognized the potential of the Indian Lodge as a tourist attraction and began a project to restore and renovate the building. The renovations included the addition of new guest rooms, a restaurant, and a swimming pool. The Indian Lodge officially opened as a hotel in 1959 and quickly became a popular destination for travelers looking to experience the rugged beauty of the Davis Mountains. The lodge's unique adobe-style architecture, rustic decor, and stunning mountain views made it a favorite among visitors from all over the world. Over the years, the Indian Lodge has undergone a number of renovations and updates to keep it up-to-date and modern, while still preserving its historic charm.

Today, Davis Mountains State Park stands as a testament to the area's rich history and the hard work of the CCC in preserving its natural beauty and recreational opportunities for future generations to enjoy. The Indian Lodge is still currently operated by the Department and continues to welcome visitors to Davis Mountains State Park, offering comfortable accommodations and a glimpse into the area's rich history.

### ***Activities***

The Indian Lodge offers a unique experience within the natural beauty of Davis Mountains State Park by giving guests an unforgettable experience with top tier accommodations. Guests of the lodge can enjoy sunsets from the scenic viewing points of the lodge or relax next to the pool while enjoying delicious meals prepared on site at the Black Bear Restaurant. Being situated within a state park provides visitors the opportunity to enjoy hiking, trail running, mountain biking, birding, wildlife spotting, park interpretive services, or shopping for one-of-kind souvenirs at the park store located in the main office of the Indian Lodge.

The Indian Lodge is a 39-room historic lodge that offers affordable accommodations and a variety of room styles. The lodge also features a number of public areas perfect for families and visitors to spend time together. Davis Mountains State Park has over 18 miles of trails with one of the most popular trailheads being located at the rear parking lot of the Indian Lodge. The Black Bear Restaurant is located in the lodge and seats approximately 75 guests. The restaurant not only provides meals to lodge and park guests, but also attracts members of the local community. The Sunday brunch service is particularly popular with the Fort Davis community.

### ***Park Entrance Fees***

Parks and Wildlife Code §21.111 allows the Department to charge and collect entrance fees to State Park sites.

Entrance fee waivers are not granted to persons wishing to have access to the concession area except to employees of the Concessionaire (operational hours only) and for purposes of commercial deliveries or services. If it is believed a special circumstance may warrant a fee waiver or discount, a written preauthorization request should be directed to the Park Superintendent.

### ***Lodge Facilities***

Lodge facilities include:

- 1 – Group Hall
- 1 – Restaurant
- 1 – Laundry Facility
- 1 – Front Office/Park Store
- 2 – Indoor Gathering Areas
- 1 – Administrative Room
- 1 – Swimming Pool
- 1 – Outdoor Courtyard

- 39 – Guest Rooms (4 ADA accessible)
  - 1 executive suite Full
  - 24 standard rooms Queen
  - 2 standard rooms Full
  - 9 historic rooms Full
  - 3 historic rooms King

### ***Operational Considerations***

The Indian Lodge and Black Bear Restaurant are located in a somewhat remote portion of West Texas. Historically, the Department has faced significant challenges with maintaining adequate staff to meet operational needs. There are no housing options available on site for hotel or restaurant staff. It is highly recommended that proposals include a thorough staffing strategy to overcome this challenge.

#### **IV. FACILITIES REQUIRED OF THE AWARDED CONCESSIONAIRE**

The awarded Concessionaire will be required to operate a high-quality dine-in restaurant, hotel lodge operation, and park convenience store at the Indian Lodge. Proposals for concession development must include detailed information regarding the style and type of services to be provided. Enhanced or expanded services above the required minimum and a strong line of communication with park superintendent are strongly encouraged.

The existing state-owned concession facilities are listed in Exhibit N “Indian Lodge Facility and Room Listing”

##### ***Security: Minimum***

The Concessionaire is required to install and/or maintain anti-theft devices to ensure loss prevention and be otherwise responsible for visitor and concession security in the assigned areas. State Park Police Officers provide security for park resources, park staff and park visitors.

##### ***Facilities: Enhanced or Expanded***

The awarded Concessionaire will be required to adapt any proposed facilities to the theme and style of the Indian Lodge. An example of an enhancement or expansion is:

- Adapting of facility for implementation of improved Food Service/Snack Bar.
- Guided interpretive tours of the Indian Lodge.

**Expanded facility ideas included in the proposal are contingent upon Department pre-approval in writing and must be consistent with the mission of the Department.**

The Department must approve in writing any additional construction plans and specifications prior to beginning work. The Department must review and approve in writing development plans for any modification or new construction. Any proposal that includes modification or new construction must comply with the Department requirements. These construction standards are outlined in the Prospectus supplemental document that is available on request from the Department’s State Parks Business Management Section.

## **V. PUBLIC SERVICES REQUIRED OF THE AWARDED CONCESSIONAIRE**

The awarded Concessionaire will be required to implement and operate three primary services: hotel management operations of the Indian Lodge, dine-in food service in the Black Bear Restaurant, and a park convenience store at the Indian Lodge. The awarded Concessionaire will be required to provide available services during those hours when customers can reasonably expect to receive such services. Business hours will be agreed upon annually with Park Superintendent and posted for the public.

### ***SERVICES REQUIRED: MINIMUM***

#### **COMPLETE SERVICE PROPOSAL includes minimum services for:**

- Indian Lodge Hotel Management;
- Black Bear Restaurant Food Service; and
- Park Store Operations

#### **PARTIAL SERVICE PROPOSAL includes minimum services for:**

- Black Bear Restaurant Food Service

## **HOTEL MANAGEMENT AND BLACK BEAR RESTAURANT**

The awarded Concessionaire will be required to operate and provide auxiliary services at the Indian Lodge located in Davis Mountains State Park. Existing Concessionaire facilities include A lodge consisting of 39 guest rooms, a full-service restaurant, assembly room, gift shop, pool, and publicly accessible gathering areas. Proposals for enhanced or expanded services, above the required minimum, are encouraged. Understanding that a significant investment is required for the business development, the Department will consider requests for adjustments to the franchise fee (payment to the Department) or contract duration.

### **Indian Lodge Hotel Management**

- Provide guest services and hospitality for the Indian Lodge and park visitors.
- Maintain a user friendly and intuitive online reservation system that allows guests to make room reservations for no more than 14 consecutive nights.
- Provide housekeeping services and ensure rooms are maintained to an industry standard level of cleanliness.
- Turnover rooms in a timely manner that includes room cleaning, placement of clean linens and towels, restocking of incidentals such as shampoo, conditioner, soap, single coffee packets, etc.
- New reservations must be allowed to check-in to their rooms at a reasonable time. The Department has historically allowed check-in no later than 3:00 pm on the first day of their reservation.

- Ensure pool and hot tub are clean and operable. Concessionaire must have a Certified Pool Operator (CPO) to service and treat the pool and hot tub on a regular basis.
- Provide sufficient staffing to ensure a smooth operation and 24-hour coverage in the main lobby.
- Provide clean linen and towels to lodge guests.
- Room rate limits must be approved by the Department site lead in writing prior to being implemented.
- If an operational need is determined by the Department site lead, concessionaire will work in earnest to explore options for providing adequate security.

## **Black Bear Restaurant Food Service**

- Provide breakfast and lunch service 7 days a week
- Provide dinner service at minimum on Friday and Saturday evenings as well as during holidays and periods of high visitation, including but not limited to time periods such as Spring Break, Memorial Day Weekend, select days during the summer, and more to be determined in collaboration with the Department site lead and awarded Concessionaire.
- Food service hours will be set during times when guests reasonably expect food to be available; this will most likely vary with visitation seasonality. The exact hours must be coordinated and approved by the Department site lead.
- Concessionaire will be allowed to sell alcohol on the premises, and lodge guests will be permitted to display and consume purchased alcohol on the lodge premises. The sale, display, and consumption of alcohol is prohibited in Davis Mountains State Park and in any other state area outside of the Indian Lodge as described in Texas Administrative Code Title 31, Section 59.134.
  - The Indian Lodge area includes rooms, approved gathering areas, designated seating areas, and the Black Bear Restaurant.
  - Glass containers are prohibited in the pool area.
  - Consumption of alcohol is prohibited in the parking area surrounding the Indian Lodge.

## **Park Store Operations**

- Providing retail sales of groceries, convenience/snack food, ice, camping supplies, basic first aid, and quality educational and interpretive merchandise to commemorate the park visitor's experience (i.e. T-shirts and site "themed" souvenirs);
- Retail items should be in good taste and quality and should reflect the mission of the Department, Davis Mountains State Park, and the Indian Lodge. Any items not considered to adhere to these guidelines could be requested to be removed by the Park Superintendent with no cost to the park.
- All vending machines are required to have dollar bill acceptors and be energy efficient.

## **General Operations**

- Provide public information on the park and surrounding areas;
- Perform daily maintenance, cleaning and litter control of all assigned areas;
- Accept major credit cards for payment of products and services;
- Collect customer feedback and, when reasonable, implement feedback into Concessionaire operations; and
- Concessionaire must remain flexible to meet ongoing changes in customer service and park operations. The Department will maintain the final approval of all Concessionaire operations.

## ***SERVICES: ENHANCED OR EXPANDED***

The successful Park Concessionaire is one who considers offering lodge and park visitors enhanced or expanded services. In partnership with the Park, special events, programs and visitor opportunities are encouraged, as well as the creation of unique community-based activities, seasonal observances and private functions. Expanded product and services proposal ideas are (contingent upon Department pre-approval and consistent with the mission of the Department). Upon Termination of the Concession Contract, Concessionaire shall remove all listed improvements from assigned lands within thirty (30) days of termination and provide a full and complete accounting of all receipts and other data required by the Department. Should Concessionaire fail to remove all improvements within thirty (30) days after termination, Concessionaire's improvements shall become the property of the State without compensation. The Department may remove said improvements and/or repair the Premises to its original condition and an invoice will be issued to the Concessionaire for the costs.

Some suggested enhancements or expansion ideas are:

- Expanded food services that include a "Grab and Go" selection;
- Host community and special events such as poolside cookouts;
- Provide room service and carry-out that includes poolside delivery;
- Provide recreational equipment rentals to include: bicycles, volleyball, soft ball, horseshoes, croquette, etc.;

Activities to support the Department's goals of cultural diversity, youth education, and understanding of the State's natural history and cultural legacy. These services might include sponsoring holiday/special event activities, providing children's interpretive/education activities, or conducting children's fishing clinics and tournaments. These may be provided at no charge or may be paid activities.

## **VI. FINANCIAL REQUIREMENTS OF THE AWARDED CONCESSIONAIRE**

### ***Utilities***

Costs for electricity and telephone are the responsibility of the Concessionaire. The Park will provide water, wastewater and use of the Park waste disposal dumpsters at no additional fee. If additional dumpsters or dumpster pickup charges are incurred specific to the Concessionaire's activities, these costs will be at the expense of the Concessionaire. The Concessionaire is responsible for insuring separate electrical utility use metering of the facilities if feasible. If the Concession facility can't be separately metered, an equitable amount for electrical consumption for reimbursement to the Department will be assessed. Any installations requiring permits and related charges are the responsibility of the Concessionaire. The Concessionaire will be required to make independent arrangements with providers who service the area. Any waste products must be disposed of in a manner consistent with the Department's environmental policy.

### ***Business Plan***

All applicants are required to submit their proposals in the standard business plan format (see required Business Plan Checklist provided in Appendix) and must include the outlined items and information on the Checklist:

- Executive summary
- Business description
- Business objectives (short and long term goals)
- Staffing Strategy
- Competition analysis/Competitive advantage statement
- Marketing plan/Strategy
- Organization/Operations
- Financial projections/Risk assessment
- Attachments as outlined

Proposals should be developed in sufficient detail and clearly communicate the intended business description, goals and objectives, marketing, competition analysis, market position, and target market. The proposals should examine realistic risks and provide financial projections (use of spreadsheets is recommended). Applicants must provide sufficient information to demonstrate that they possess the financial resources to implement and sustain the proposed operation. A selection review panel will seek evidence that indicates adequate working capital is available to support the operation until it is operationally self-sufficient.

### ***Completion and Verification of Criminal History Background Documents***

All applicants must complete and sign the Authorization and Consent for Disclosure of Criminal History Information (see Appendix). **Failure to complete and sign this form will disqualify the proposal.**

A representative from the Department's Human Resource Division will verify the submitted Authorization and Consent for Disclosure of Criminal History Information. The Criminal History Information will be used solely for the evaluation of the applicants' suitability for contracted services to the Department. The Authorization and Consent for Disclosure of Criminal History Information is one of several requirements that must be met in order for the proposal to be considered and the applicant to be scheduled for consideration before the review panel.

## ***Financial Information to be Provided to the Department***

All submitted proposals must include the completed Information Release Form, Financial Disclosure Documents, and Balance Sheet. This information must be submitted on the forms provided in the Prospectus (see Appendix). Failure to complete all the financial information forms will disqualify the proposal.

Concessionaire applicants are required to notify all lending institutions and business references in writing that a representative of the Department will be contacting them to verify the financial and credit information furnished to the Department with the submitted proposal. A credit check will be completed to verify submitted financial information provided on all prospective Concessionaires.

## ***Insurance and Bond***

The awarded Concessionaire will be required to obtain insurance coverage (i.e., fire, public liability, employee liability and other hazards) in amounts satisfactory to the Department. The minimum limit for general liability in the amount of at least **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate, for personal injury, bodily injury and property damage. Minimum limits for liability may change during the term of the contract.

A ***Certificate of Insurance*** reflecting the appropriate coverage types and limits must be provided annually to the Department during the contract term and must name the Department as additional named insured and loss payee on its policies. The certificate must state that 30 days' notice of any reduction or cancellation in coverage must be submitted in writing to the Department. Concession operations may not commence until such insurance coverage has been obtained and is in force.

Performance and/or payment bonds may be required of the Concessionaire to cover any estimated construction costs and/or guarantee the faithful performance of the contract obligations.

## ***Franchise Fee***

The Franchise Fee is an annual fee or percentage of gross receipts that a Concessionaire pays to the Department for the privilege of operating an enterprise within a state park. The rate(s) to be applied are weighed to give recognition to the various types of operations from which gross receipts are derived and the opportunity for net profit in relation to both gross receipts and capital invested.

Because the partnership approach to Department-leased operations offers a variety of different options, whether to charge and the amount of franchise fees will be determined by considering special circumstances, size, scope, and required investment of the project. The right to reconsider and renegotiate franchise fees shall be considered standard practice when an adjustment is warranted, and fees may be subject to annual modification, based on staff analysis and subsequent recommendation.

The Concessionaire must remit timely franchise fees and supporting documentation. Failure to comply will result in late fees. A penalty of 5.0% of the franchise fee due shall be imposed on a Concessionaire who fails to pay the fee as required under the contract. If the fee is not paid within 30 days after the day when the fee is due, an additional 5.0% penalty shall be imposed. Delinquent fees accrue interest beginning on the 61<sup>st</sup> day after the date due. The yearly interest on all delinquent franchise fees is the prime rate plus one percent, as published in the Wall Street Journal on the first day of the calendar year that is not on a Saturday, Sunday or a legal holiday. Penalties and interest assessed for delinquent franchise fees may not exceed the penalties and



interest rate established in *Texas Tax Code* §111.060 and §111.061. Penalties and/or interest under this section may be waived by the Department's Executive Director for good cause.

## **VII. BUSINESS OPERATION**

### ***Accounting System and Reports***

The Concessionaire will annually provide a detailed Profit and Loss Financial Report to the Department. Concessionaire must furnish and use cash registers with locked-in totals that are sequentially numbered or a point of sale (POS) software package to record all sales at each location where services are provided. The cash register or POS software package should have sufficient capacity to record major sales categories, including sales tax and the total purchase amount. The cash register or POS software package must automatically issue an itemized customer receipt showing total amount purchased and date and name of concession.

If the Concessionaire's estimated gross receipts are not sufficient to warrant the purchase of the cash registers or POS software package, or the Concessionaire is otherwise unable to furnish the registers or software package, the Concessionaire must, after obtaining a waiver from THE DEPARTMENT:

1. Issue pre-numbered tickets/receipts to customers that reflect the date, amount and description of the transaction; and
2. Submit copies of each pre-numbered ticket/receipt with franchise fee payments and maintain the originals in files for future inspections.

Concessionaire's records and reports will also be subject to an annual audit by the Department.

### ***Other Required Reports***

The Concessionaire will be required to submit the following reports to the Department during the term of its contract. These reports include:

- Sales report or approved POS program report (submitted monthly);
- Visitation report with daily visitation counts broken down by adult and children 12 and younger (submitted monthly);
- Accident or Incident reports (submitted when accident or incident occurs);
- Maintenance Plan (developed with Park Superintendent and Regional Maintenance Specialist) (submitted annually);
- Operations Plan (submitted annually);
- Profit and Loss report (submitted annually); and
- Visitor demographics report to include at a minimum visitor home zip code (submitted biannually).

### ***Personnel and Employee Training***

The Concessionaire and its employees must comply with the requirements of all Federal and State laws and regulations, including those relating to minimum wage, Social Security,

unemployment insurance, the Occupational Safety and Health Act of 1970, Worker's Compensation, and Equal Employment.

The Concessionaire must conduct criminal history background checks on all current and prospective employees. Current or prospective employees must be given appropriate written notice and the Concessionaire must secure employees' individual consent before conducting criminal history checks and disclosure of criminal history information. Evidence of criminal convictions or other relevant information obtained from criminal history record information, and/or failure by an individual to disclose arrest or conviction information to the Concessionaire, must be considered by the Concessionaire to determine whether the individual is qualified for continued or prospective employment. Criminal history background check results shall be made available to the Department upon request. The Concessionaire may not employ any person declared by the Department to be unfit or otherwise objectionable for such employment.

The Concessionaire should strive to maintain an alcohol and drug free workplace. Concessionaire must immediately report to the Department any evidence of alcohol or illegal drug use by Concessionaire's employees on the Department premises.

If required by the Department, Concessionaire's employees who come in contact with the public will wear uniforms and identifying nameplates.

Concessionaire's employees will observe all applicable rules and regulations as is customary for the Department's employees. Concessionaire's employees are further expected to provide public information and exercise courtesy and consideration in their interactions with the public.

Customer service, satisfaction and providing public information are values for the Department. Employees of leased concessions should exemplify hospitality, consideration and courtesy in all relations with the public. It is equally important that employees reflect and represent the Department as positive ambassadors.

All Concession employees must receive training to include an orientation to the Department, the State Park System, the Park, and area points of interest. Such orientation should be sufficient to permit concession employees to reply adequately to inquiries from the visiting public. Training should also include Texas Hospitality Training, customer service, first aid, CPR training and specific job or task training necessary to ensure job performance in a manner consistent with the protection and preservation of the natural and cultural resources of the Indian Lodge. All training expenses will be the responsibility of the awarded Concessionaire.

As an ongoing goal of providing the best possible experiences to State Park Visitors, the Concessionaire agrees to attend and participate in education and training programs designed to provide greater awareness of the Parks and Wildlife mission and State Parks Division goals and initiatives. Participation is required in any scheduled Concessionaire Meeting and/or other designated educational conferences and programs.

### ***Food Service Workers***

The awarded Concessionaire, and its employees, must be properly and regularly trained to comply with the requirements of all applicable Federal, State, and local health and safety laws and regulations relating to food service. This approved training plan should ensure a thorough understanding of public safety, sanitation in food preparation and food storage requirements. Regular training helps to consistently ensure the highest standards.

## ***Health and Safety Criteria and Inspections***

The Concessionaire is required to operate a professional business/concession in compliance with all applicable minimum standards established by TFER (Exhibit B), which shall include, but is not necessarily limited to, the following:

Any preparation and handling of food must conform to and comply with the following:

- All requirements, directives, and requests of the U.S. Public Health Service and its inspectors;
- Food service facilities and operations must meet the design, construction, and operational criteria recommended by the U.S. Public Health Service and Texas Department of State Health Services;
- All equipment is maintained in good working and sanitary condition;
- All personnel are informed of and comply with the sanitation guidelines for food service workers;
- All foods are prepared, served, and stored under the proper conditions and at the proper temperatures;
- All utensils used to serve and consume foods are properly sanitized and handled;
- A complete schedule is established and maintained to assure all sanitation programs are initiated and maintained; and
- A hygiene and service standard must be established to guarantee that all personnel are attired in clean dress or uniforms.

## ***Marketing and Promotion***

Marketing is a vital part of the entire Park's business. Not only should the Concessionaire employ the well-known vehicles of advertising and public relations, but it should consider customer wants, needs, and satisfaction when making operational decisions. When products and services are offered to satisfy customer needs, sales generally increase and produce a greater profitability. The Department is committed to meeting the needs and satisfaction of our customers throughout the Park system as we reach out to unserved markets and attempt to expand and diversify our customer base.

Concessionaire should complete regularly performed customer satisfaction surveys and competition analyses to ensure a market position.

Applicants should be aware that their proposed marketing and promotional efforts will be a factor in the selection process. Submitted proposals must include objectives for advertising, public relations, promotional activities, and methods to determine customer needs, fulfillment and satisfaction.

The Department is a member of the State of Texas Tourism initiative. As such, Park personnel and professional marketing/promotional personnel actively promote the use of state destinations and attractions. The awarded Concessionaire will be expected to participate in ongoing promotional activities and events to both create awareness of Indian Lodge, State Parks, the local community and the State of Texas as travel destinations.

## ***Merchandise Quality Standards***

**Resale products should conform to the following quality standards:**

- Non-renewable natural and cultural resources are not for sale.
  - A non-renewable natural resource is defined as a natural item/entity that cannot be produced, re-grown, regenerated, or reused on a scale to sustain any

consumption rate. Natural resources often exist in a fixed amount or are consumed much faster than nature can recreate them.

- A non-renewable cultural resource is defined as an item possessing archeological and/or historical significance and existing in a finite state. It may be regulated by federal and state laws and regulations. Exploitation of cultural resources is a primary concern for state parks and therefore replicas of historical artifacts that do not follow traditional craftsmanship or use similar materials in construction are not to be stocked for resale including replica items that encourage ground disturbance or collection of cultural artifacts.
- Stocked resale merchandise items should fit into the following categories:
  - Meet customer convenience needs while visiting the Park
  - Provide education/interpretation of Park resources
  - Commemorate (or commemoration of past) Park special events
  - Promote the specific Park, state park system, or the Department
  - Communicate Park's theme or related Park activity
- Resale merchandise should suit the Park's market and customer mix.
- Resale merchandise should have a natural look that reflects the appearance and/or environment of the Park.
- Resale merchandise should be of the highest quality for the price point.
- The Park manager or a designee will determine suitability of resale merchandise for the concession.
- Resale products should include customer convenience and sundry items that would normally be expected for use in camping, picnicking, or overnight lodging.

Professional staff from the State Parks Division are available to support and lend expertise in retail management, vendor referrals, and training.

### ***Interpretation/Education***

The visiting public is becoming more interested in natural, cultural, and historic settings and exposure to wildlife areas. State Park visitors seek information about these natural and cultural resources to enhance their understanding and appreciation of them. Improved understanding and appreciation lead to understanding the basic need for conservation. Public understanding and appreciation of the resources of the State Park are the most important goals of a well-constructed Interpretive/Education program. Effective communication about the Park's natural, cultural, or historical environment or assets is accomplished through providing interpretive/educational programming. Providing that programming is a joint responsibility of the Park/leased concession partnership. Successful programs are simple and straightforward, with minimal use of highly technical information. Analogies are useful tools to relate difficult subject matter to the experiences of a broad range of audiences. Information imparted through Interpretive/Education programs, whether static exhibits in a visitor contact area or on a guided tour, must be accurate. Topics for Interpretation/Education programs should include, but are not limited to, 1) natural history (i.e., geology, ecology, flora, fauna, etc.), 2) cultural history (i.e. ethnic, agricultural, ranching, exploration, military, etc.), and 3) folktales and legends. Folktales and legends incorporated into programs must be represented as such, and not be presented as factual information. Assistance in program planning and presentation is available through the Interpretation and Exhibits Branch at The Department, Austin Headquarters.

### ***Natural and Cultural Resources***

The Department is charged with demonstrating the stewardship of the State's diverse natural and cultural resources. In meeting this charge, the Department strives for compliance

with both the letter and the spirit of environmental laws and regulations. Sound principles of natural resource management must guide operational activities and facility management. All concession improvements, planning, design, construction, operation, maintenance, and repair of park facilities shall be conducted and managed in a manner consistent with the protection and conservation of biodiversity and Departmental objectives. Construction activity necessary for park development, maintenance, or visitor safety that conflicts with significant natural resources will be coordinated through the Park Superintendent and appropriate Regional Resource Specialist.

Parks have potentially undiscovered historical and prehistoric archeological sites. Cultural resources will be left undisturbed unless protection, research, interpretive, or development requirements justify action. An archaeologist should be present in the event of anticipated contact with cultural resources or ground disturbing activities. Construction activity necessary for park development, maintenance, or visitor safety that conflicts with cultural resource sites shall be coordinated through the appropriate Regional Resource Specialist and approved by the Texas Antiquities Committee of the Texas Historical Commission. Applicable laws and regulations that may affect the development and implementation of this management plan include but are not limited to the following, which may be referenced via the public library or by searching the Internet:

- Clean Water Act of 1972 (33 U.S.C. §1251 et seq.)
- National Historic Preservation Act of 1966 (16 U.S.C. §470 et seq.)
- Endangered Species Act of 1973 (16 U.S.C. §1531 - 1544 et seq.); and
- Texas Natural Resources Code, Chapter 191

The awarded Concessionaire must be environmentally sensitive and proactively use preventive maintenance techniques to minimize negative impact on the Park and its property. Should any adverse impacts to natural or cultural resources be caused by the operation of this concession, the Department may suspend the concession operation until the situation is resolved.

The awarded Concessionaire will be required to attend Department sponsored meetings and trainings which serve to improve understanding of public use rules, regulations and best practices; exposure to expert training; and marketplace competition, trends, and variables.

### ***Concession Rates and Charges to the Public***

All Concessionaire rates and charges to the public are subject to approval by the Department. The reasonableness of the awarded Concessionaire's rates and charges to the public shall be judged primarily through comparison with current charges for facilities and services of comparable character, operated under similar conditions. Consideration may also be given to seasonality, occupancy percentages, available market and demographics, accessibility, and other relevant factors. The primary objective of this procedure is to assure satisfactory service and a quality recreational experience at reasonable rates.

### ***Rules & Regulations***

- Before submitting a proposal, the applicant must review the Texas State Park Rules and Regulations (see appendix).
- The Concessionaire must comply with all applicable Federal and State laws and regulations and with all applicable laws, ordinances, and regulations of the county and municipality wherein the Park is located, including, but not limited to, those regarding

construction, health, safety, food service, water supply, sanitation, use of pesticides, licenses or permits to do business, and historic preservation.

- Specific guidelines outlining the concessionaire process must be followed as outline in Section VII.

### ***Supervision, Inspection and Performance Evaluations***

- The Park Superintendent and/or Regional Director will conduct on-going inspections of the concession operation to verify compliance with all applicable Federal, State, and local rules, regulations and ordinances, as well as the concession contract. Inspections will include, but not be limited to, the quality of customer service and safety, pricing, daily recording and record keeping of sales volumes, nature and quality of the merchandise, maintenance and general condition of the premises, employee grooming and nondiscrimination policies. Concession employees will be required to cooperate with the Department in matters of preservation and conservation of natural and cultural resources in the Park and to provide assistance during emergency situations.
- Formal performance evaluations will be conducted annually and semiannually. All evaluations will be used to score pre-established criteria categories.

## **IX. CONFIDENTIALITY OF PROPOSALS AND PUBLIC INFORMATION**

Proposals submitted in response to this prospectus become the exclusive property of the Department and are generally considered public information, which may be disclosed by the Department to any person upon request. Prior to proposal submission, consider the following:

Public Information – All information, documentation, and other materials submitted in response to this solicitation are generally considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award of a contract. However, certain information may be confidential and/or fall under an exception to disclosure under the Public Information Act, such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause “*substantial competitive harm to your business.*” If the applicant believes that their proposal contains confidential information in those categories, he or she must specifically document this at the top or bottom of each page that contains the information they consider confidential. The applicant’s documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Public Information Act that he or she believes applies to this information, i.e., copyright, trade secret, proprietary, financial etc. A general disclaimer that the applicant’s response contains confidential information will not be sufficient to meet this requirement. **If such documentation is not provided, the Department will assume that all information provided in response to this solicitation may be disclosed under the Public Information Act.**

The Department complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information. The Department will normally attempt to withhold proposals from public release until the completion of the proposal and contracting award process.

The Department, State, or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.

## **X. CONCESSION PROPOSAL REVIEW AND SELECTION**

All proposals received will be evaluated within fifteen (15) days after receipt. A standard evaluation form does not apply to all concession opportunities; thus, the selection criteria vary by the size, type and scope of each concession project.

**Proposals will be evaluated primarily on the basis of the following criteria:**

- (1) Business Concept, including staffing strategy
- (2) Financial Strength – Financial strength should include evidence that the applicant has the ability to adequately finance the entire cost, implementation and operation of the concession facilities and sustain this venture
- (3) Management Skills
- (4) Operational Standards and Past Operational Experience
- (5) Marketing and Promotion
- (6) Customer Service Standards
- (7) Adaptability to Department Culture
- (8) Community Partnerships/Relations; and
- (9) Future Development Plans

Proposals submitted by the applicants play an **initial role** in determining the qualifications and financial resources needed to start and sustain the leased concession. The Department will conduct a background investigation of each applicant as necessary to help determine the applicant's ability to make the required investment and provide the financial and operational management skills to successfully maintain a quality concession operation.

**All qualified applicants will be notified and scheduled for an interview before a selection panel review committee.** The review committee is impaneled by the State Parks Business Management Section and consists of Department staff and other industry professionals/individuals as appropriate. During the interview process, the review committee and the applicants will discuss the proposals, including operational skills and the applicants' future business plans. The review committee may subsequently recommend selection of a Concessionaire. The State Parks Business Management personnel and the State Parks Division Director reserve the right to overrule, for good cause, the committee's recommendation. The selected applicant will be notified. Thereafter, the selected applicant will meet with Department personnel for a post-award meeting to negotiate the terms of the concession contract.



## **XI. CONCESSION CONTRACT**

### ***Contract Term***

The term of the concession contract may be negotiated with the successful applicant to be commensurate with the size of the investment and scope of the project. In submitting a proposal, each applicant should indicate the period of time that will be required for recouping their initial investment.

### ***Contract Requirements***

- All contracts will be negotiated with representatives from the Business Management Section and other Department staff as required. Final approval of all contracts is subject to review by the Department's Legal Division and Executive Director (or designee).
- Prior to any contract negotiations, the Department must approve all facility development plans and specifications.
- An approved and executed contract, any required bonds, and the appropriate *Certificate of Insurance* is required prior to commencement of construction or business operations.
- A sample draft contract is included with this Prospectus. Although each contract is representative of the unique circumstances of a specific concession operation, this generic draft illustrates the general terms and conditions under which the concession operation is typically conducted. Please note that it does NOT contain specific detailed language concerning the operation. Concession contracts may be modified to meet the needs of both parties and are subject to the final review and approval of the Department

## APPENDIX

EXHIBIT	DOCUMENT TITLE
Exhibit A	Indian Lodge and Davis Mountains State Park Maps (Park, Trails, and Concession Site)
Exhibit B	Pre-Proposal Site Visit Certification Form
Exhibit C	Business Plan Outline Checklist
Exhibit D	Business Plan Completion Model (SAMPLE)
Exhibit E	Financial Spreadsheets (12 Month Cash Flow Sample)
Exhibit F	Financial Disclosure Information Form
Exhibit G	Information Release From (TPWD Form – TPWD IRF)
Exhibit H	Authorization and Consent for Disclosure of Criminal History Information Form (TPWD Form - PWD 1039)
Exhibit I	Proposal Transmittal Letter
Exhibit J	State Parks Rules and Regulations
Exhibit K	Reference Form
Exhibit L	Sample Concession Contract
Exhibit M	Independent Business Operations Assessment and Recommendations for Improved Services
Exhibit N	Indian Lodge Facility and Room Listing

For assistance using this map, [contact the park.](#)



# Indian Lodge

at Davis Mountains State Park

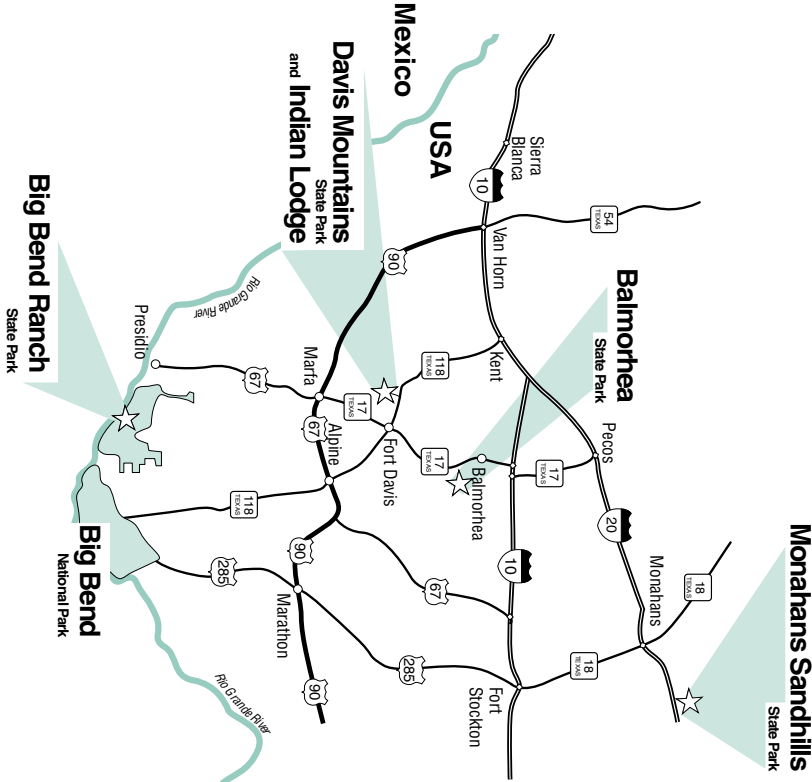
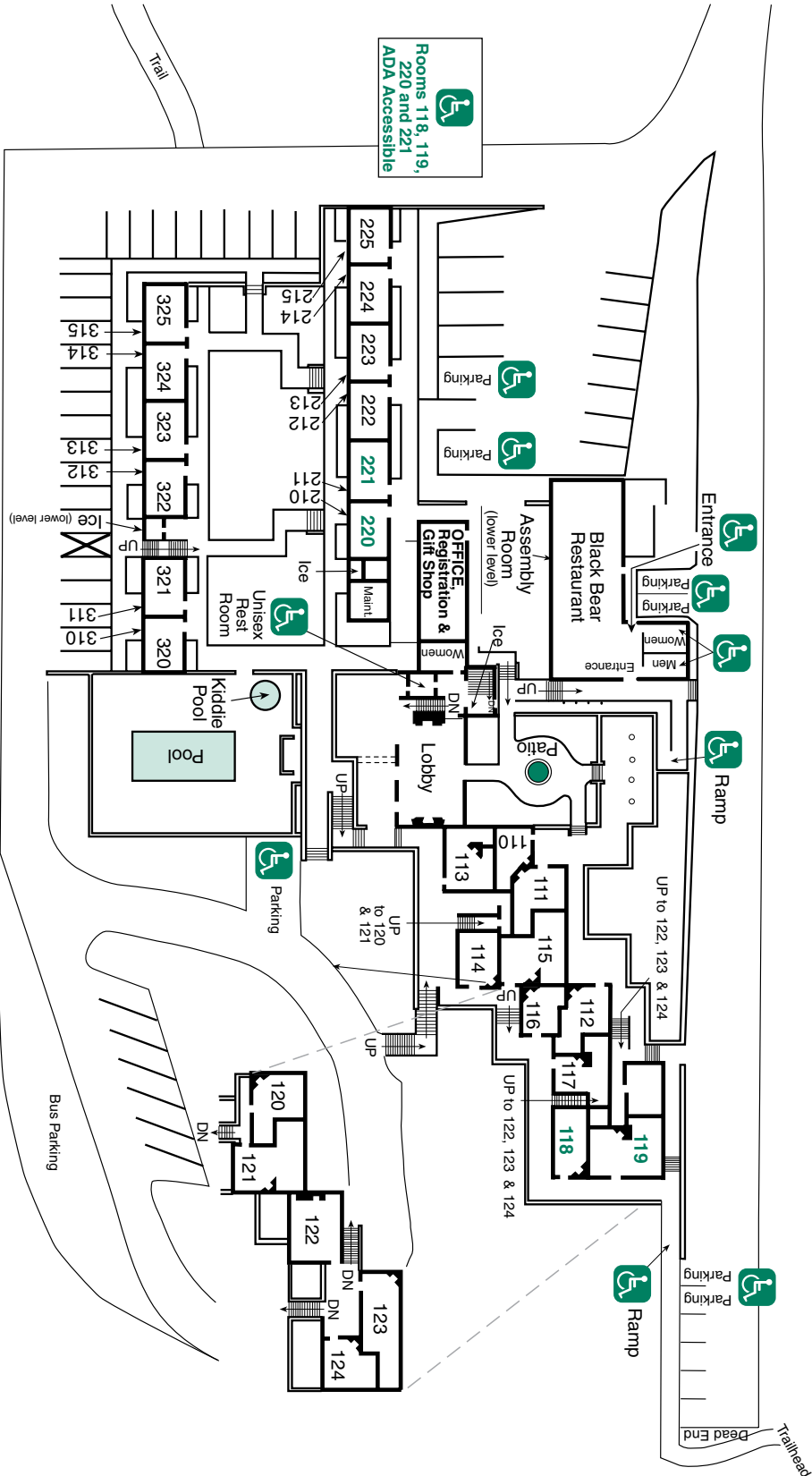


TexasStateParks.org/App



TexasStateParks.org/SocialMedia

#TexasStateParks #BetterOutside



## Texas State Parks Store

T-shirts, clothing, caps, books and one-of-a-kind gift items are available at the Texas State Parks Store located in the Indian Lodge Gift Shop.

## PLEASE NOTE

- Indian Lodge check-in time: 3 p.m. Check-out time: 11 a.m.
- Black Bear restaurant hours are subject to change. Restaurant hours are posted at the registration desk, the restaurant foyer and in the guest rooms.
- To call in an EMERGENCY from the room dial 9 then 9-1-1 or call the front desk: "0"
- No pets allowed in the rooms.
- Indian Lodge is a smoke-free facility.

## Indian Lodge and Black Bear Restaurant

Texas Hwy. 118 N.  
16453 Park Road 3  
Fort Davis, TX 79734  
(432) 426-3254



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## PARK RESERVATIONS

[TexasStateParks.org](https://texasstateparks.org) [ParquesDeTexas.org](https://parquesdetexas.org)  
(512) 389-8982



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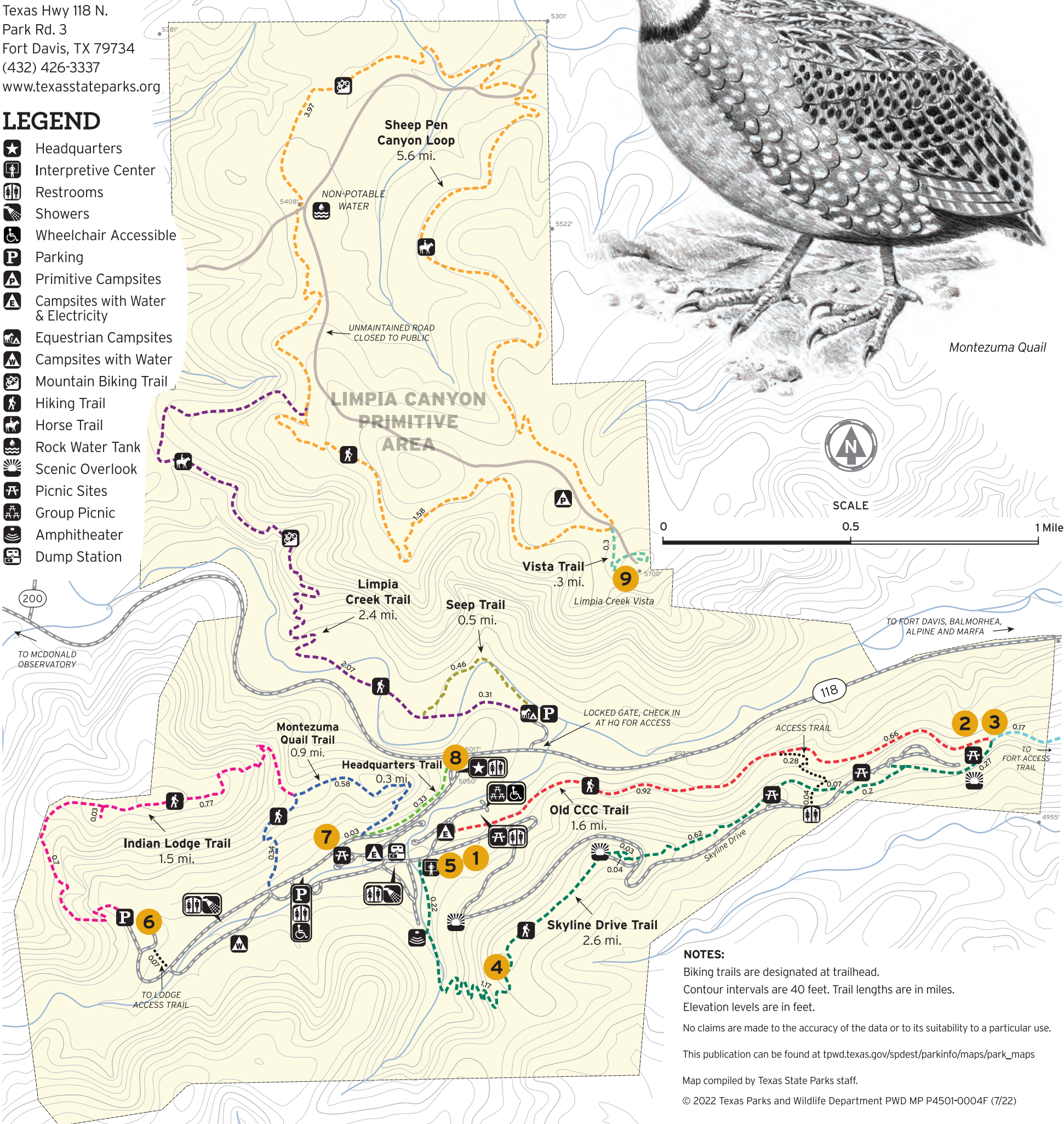
# Davis Mountains State Park

## Trails Map

Texas Hwy 118 N.  
Park Rd. 3  
Fort Davis, TX 79734  
(432) 426-3337  
www.texasstateparks.org

### LEGEND

- ★ Headquarters
- 🏠 Interpretive Center
- 🚻 Restrooms
- 🚿 Showers
- ♿ Wheelchair Accessible
- P Parking
- ⛑ Primitive Campsites
- ⛑ Campsites with Water & Electricity
- 🐎 Equestrian Campsites
- ⛑ Campsites with Water
- 🚴 Mountain Biking Trail
- 🚶 Hiking Trail
- 🐎 Horse Trail
- 💧 Rock Water Tank
- 🌅 Scenic Overlook
- 🍷 Picnic Sites
- 🍷 Group Picnic
- 🎪 Amphitheater
- 🗑 Dump Station



**NOTES:**  
Biking trails are designated at trailhead.  
Contour intervals are 40 feet. Trail lengths are in miles.  
Elevation levels are in feet.  
No claims are made to the accuracy of the data or to its suitability to a particular use.  
This publication can be found at [tpwd.texas.gov/spdest/parkinfo/maps/park\\_maps](https://tpwd.texas.gov/spdest/parkinfo/maps/park_maps)  
Map compiled by Texas State Parks staff.  
© 2022 Texas Parks and Wildlife Department PWD MP P4501-0004F (7/22)

### POINTS OF INTEREST (GPS coordinates shown in decimal degrees)

- |  |  |   |
|--|--|---|
| <b>1 SKYLINE DRIVE</b><br>30.5958° -103.9302°<br>Paved switchbacks take you to historic stone structures as well as incredible views during day hikes or evening stargazing. | <b>4 KEESEY CANYON OVERLOOK</b><br>30.5917° -103.9275°<br>Enjoy picturesque views from this high point on the Skyline Drive Trail. | <b>7 EMORY OAK WILDLIFE VIEWING AREA</b><br>30.5961° -103.9348°<br>"Fanciest little bird blind in Texas."<br>Enclosed building with a view of a water feature and bird feeders. |
| <b>2 THE KING'S TABLE</b><br>30.5998° -103.9060°<br>Find the unobtrusive stone stairway down to a hidden picnic site with spectacular views.                                 | <b>5 INTERPRETIVE CENTER</b><br>30.5955° -103.9303°<br>Don't miss the exhibits, wildlife viewing area and pollinator garden!       | <b>8 HEADQUARTERS TRAIL</b><br>30.5992° -103.9296°<br>Easy walk to a wildlife viewing area, with a taste of park flora and views.   |
| <b>3 TRAILHEAD TO FORT DAVIS NATIONAL HISTORIC SITE</b><br>30.6001° -103.9055°<br>A short walk from the CCC Outlook. The fort is a 1-mile hike from the state park boundary. | <b>6 INDIAN LODGE</b><br>30.5925° -103.9435°<br>This beautiful white adobe lodge is a part of the CCC's legacy in Texas.           | <b>9 LIMPIA CREEK VISTA</b><br>30.6070° -103.9212°<br>The park's highest point, and reward for a 700-foot ascent. Cameras are a must.   |





100 YEARS

# Davis Mountains State Park



TexasStateParks.org/App



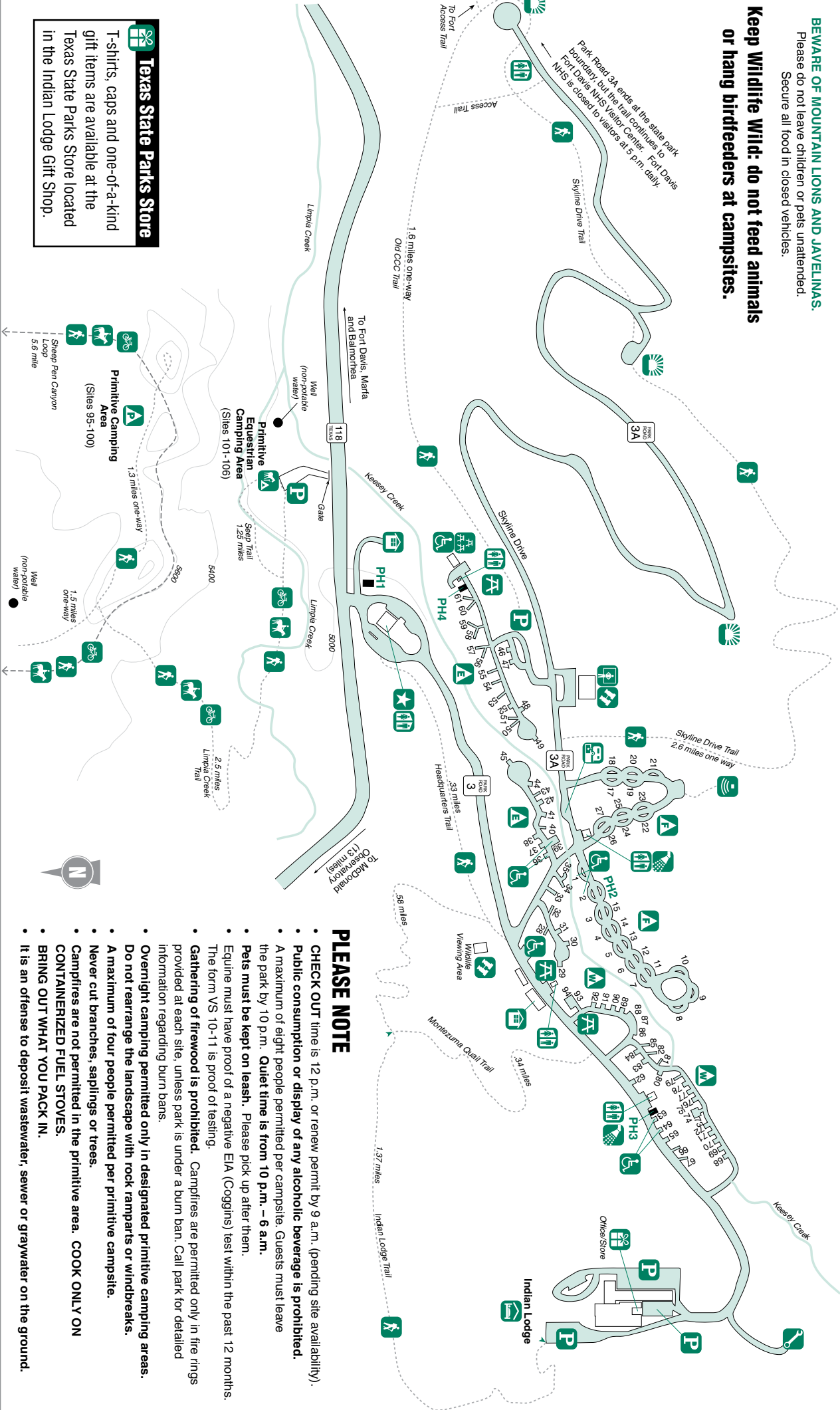
TexasStateParks.org/SocialMedia

#TexasStateParks #BetterOutside

## BEWARE OF MOUNTAIN LIONS AND JAVELINAS.

Please do not leave children or pets unattended.  
Secure all food in closed vehicles.

**Keep Wildlife Wild: do not feed animals  
or hang birdfeeders at campsites.**



## PLEASE NOTE

- **CHECK OUT** time is 12 p.m. or renew permit by 9 a.m. (pending site availability).
- **Public consumption or display of any alcoholic beverage is prohibited.**
- A maximum of eight people permitted per campsite. Guests must leave the park by 10 p.m. **Quiet time is from 10 p.m. – 6 a.m.**
- **Pets must be kept on leash.** Please pick up after them.
- Equine must have proof of a negative EIA (Coggins) test within the past 12 months. The form VS 10-11 is proof of testing.
- **Gathering of firewood is prohibited.** Campfires are permitted only in fire rings provided at each site, unless park is under a burn ban. Call park for detailed information regarding burn bans.
- **Overnight camping permitted only in designated primitive camping areas.** Do not rearrange the landscape with rock rampsarts or windbreaks.
- A maximum of **four** people permitted per primitive campsite.
- **Never** cut branches, saplings or trees.
- Campfires are not permitted in the primitive area. **COOK ONLY ON CONTAINERIZED FUEL STOVES.**
- **BRING OUT WHAT YOU PACK IN.**
- It is an offense to deposit wastewater, sewer or graywater on the ground.

## LEGEND

- ★ Headquarters
- 🛍️ State Parks Store
- 🏠 Lodge
- 📖 Interpretive Center
- 🚻 Restrooms
- 🚿 Showers
- 🌲 Primitive Sites
- 💧 Water Only Sites
- ⚡ Water and Electric Sites
- 🚚 Full Hookup Sites
- 🗑️ Dump Station
- 🐎 Equestrian Trail Day Use Only
- 🐎 Primitive Equestrian Camping
- 🥾 Hiking Trail
- 🚴 Biking Trail
- 🏹 Picnic Area
- 🏹 Group Picnic
- 🅅️ Parking
- 🎪 Amphitheater
- 🔭 Wildlife Viewing
- ♿️ Wheelchair Accessible
- 🌄 Scenic Overlook
- 👤 Park Host
- 🏠 Residence
- 🔧 Maintenance

P.O. Box 1707  
TX Hwy. 118 N., Park Road 3  
Fort Davis, TX 79734  
(432) 426-3337

## Texas State Parks Store

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This publication can be found at [tpwd.texas.gov/spdes/parkinfo/maps/park\\_maps/](http://tpwd.texas.gov/spdes/parkinfo/maps/park_maps/)

## PARK RESERVATIONS

[TexasStateParks.org](http://TexasStateParks.org) [ParquesDeTexas.org](http://ParquesDeTexas.org)  
(512) 389-8900



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## State Parks Leased Concessions Program Pre-Proposal Site Visit Certification

Applicants **ARE** required to conduct a pre-proposal Park site visit. Complete this form and obtain signature from TPWD personnel during the site visit.

### APPLICANT INFORMATION

The following information is being submitted for the Request For Proposals (RFP) titled:

**Park Store Operations, Restaurant Food Service Operations, and Hotel Hospitality Management  
At Indian Lodge State Park and Black Bear Restaurant located inside Davis Mountains State Park**

Applicant: _____	Business Name: _____
Phone: _____	Email Address: _____
Mailing Address: _____	
City: _____	State: _____ Zip: _____

This is to certify that I have completed the required Pre-Proposal Site Visit requirement on the date specified below and am familiar with the existing conditions. Any condition not accurately specified in the Contract Documents and as found by my field inspection are attached.

On \_\_\_\_\_, the required Pre-Proposal Site Visit was conducted and verified by:

#### CONDUCTED BY

#### VERIFIED BY

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of TPWD Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title or Official Capacity

\_\_\_\_\_  
Title or Official Capacity/Park Name

## **Business Plan Checklist**

Proposals should be developed in sufficient detail to foster a good understanding while clearly communicating the intended business description, goals and objectives, marketing, competition analysis, market position and target market. The proposal should examine realistic risks and providing financial projections (including spreadsheets). Applicants must provide sufficient information to demonstrate that they possess the financial resources to implement and sustain the proposed operation. The selection review panel will seek evidence that indicates adequate working capital is available to support the operation until it is operationally self-sufficient.

### ☐ **Executive Summary**

The executive summary is the most important section of the plan. A recap and summary of all the other sections, is best written last. Explains the fundamentals of the proposed business: What will you product be? Who will your customers be? Who are your owners? What do you think the future holds for your business and your industry? Make it enthusiastic, professional, complete, and concise.

### ☐ **Business Description**

- ☐ Name, type of business, location, legal status (business form)
- ☐ Image to be conveyed
- ☐ Vision & mission statement
- ☐ Product/Services description identified (general statement)
- ☐ Expected enhancements

### ☐ **Business Objectives – These should have firm timelines and quantifiable measures.**

- ☐ Short-Term Goals
- ☐ Long-Term Goals
- ☐ Risk Evaluation - assumptions
- ☐ Contingencies

### ☐ **Staffing Strategy**

- ☐ Recruitment and Retention Strategy
- ☐ Peak and Non-Peak Staffing Needs

### ☐ **Competition Analysis/Competitive Advantages**

- ☐ Identify current and anticipated competition. – (List major competitors)
- ☐ Outline expected competitive advantage.

### ☐ **Marketing Plan/Strategy**

- ☐ Identify available market/target market.
- ☐ Outline approaches to establishing market position.

- ☐ Outline marketing approaches to capture enhanced visitation.
- ☐ List strategies for achieving marketing goals.
- ☐ **Organization/Operations**
  - ☐ Provide an organizational chart of anticipated staffing requirements.
  - ☐ Outline initial, ongoing and continuing employee training.
  - ☐ List in detail expected operational days, times, down time and annual closure periods.
  - ☐ List the anticipated preventive maintenance program for assigned facilities.
  - ☐ List all equipment needed to operate the Concession.
  - ☐ Outline plans for risk/loss control management.
  - ☐ Outline Customer Service/Satisfaction Plan.
- ☐ **Financial Projections/Risk Assessment**
  - ☐ Pricing – Explain your method or methods of setting prices on products and services.
  - ☐ Financial goals/milestones
  - ☐ Revenue projections – Projected Cash Flow Spreadsheet and Projected Profit and Loss Spreadsheet (5 year period)
  - ☐ Costs – Startup Expenses Spreadsheet
  - ☐ Financial control methods
- ☐ **Attachments as outlined**

The entire Business Plan Checklist should be addressed in your submitted Business Plan proposal and include the required Financial Spreadsheets. There are many resources available for assistance in developing and starting a business such as: SCORE “Counselors to America’s Small Business,” a non-profit association dedicated to educating entrepreneurs and helping small businesses start, grow and maintain their businesses. SCORE provides business forms, financial spreadsheets and templates on-line at [WWW.SCORE.ORG](http://WWW.SCORE.ORG). They also offer free and confidential business face to face mentoring. SCORE offices are located in many major cities in Texas including Austin, San Antonio, Houston, Dallas, Fort Worth etc. Another resource could be your local University School of Business and public libraries who may be able to assist you with development of a Business Plan and research.



## LONG-TERM BUSINESS PLAN COMPLETION MODEL

## EXECUTIVE SUMMARY

This section is best written last. It is a recap and summary of all the other sections. The executive summary is the most important section of the plan and should be no more than one (1) page.

[illegible]

## **BUSINESS CONTACT INFORMATION**

Name of Business:

Business Mailing Address

Physical Address if Different than Above:

Phone:

Fax:

Email:

## **BUSINESS DESCRIPTION**

(1) What is the nature of the business (type of business or service)?

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## **Mission Statement**

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## Products & Services

List them with a brief description.

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## BUSINESS OBJECTIVES

### Short Term Goals:

[illegible]

Long Term Goals:

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Risk Evaluation

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CONTINGENCY PLANS: What contingency plan will be in place for operation of the Concession?

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## Competition Analysis/Competitive Advantages

- Identify real and anticipated competition.
- Outline approaches to establishing market position.
- Outline competitive advantage.

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### Marketing Plan/Strategy:

### Identify available market/target market

[illegible]

Outline marketing approaches to capture enhanced visitation.

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List strategies for achieving marketing goals?

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Marketing Vehicles:

Advertising:

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Tactics:

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Public Relations:

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**Organization/Operations:**

Provide an organizational chart of anticipated staffing requirements.

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Outline initial, on going and continuing employee training.

List in detail expected operational days, times, down time and annual closure periods.

## Business Plan Completion Model

List the anticipated preventive maintenance program for assigned facilities.

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List all equipment needed to operate the Concession.

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Outline plans for security, risk/loss control management.

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Outline customer service plan.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.**Financial Projection/Risk Assessment:**

### Pricing:

[illegible]

### Financial Goals/Milestones:

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[illegible]

### Revenue Projections:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Costs:

[illegible]

### Financial Control Methods:



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### FINANCIAL DISCLOSURE AUTHORIZATION



I hereby certify that the financial and credit information contained in the submitted proposal for a leased concession opportunity with Texas Parks and Wildlife Department is true and correct. A copy of that submitted financial and credit information is attached which I will initial and date.

For the purpose of verifying that submitted information, I have provided the financial and credit information on the following page(s) to assist Texas Parks and Wildlife Department with the verification process.

	
_____ (Signature of Leased Concession Applicant)	_____ Date
	Social Security Number

_____ Address	_____ City, State, Zip
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_____ Telephone Number including Area Code	_____
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_____ (Signature of Leased Concession Co-Applicant)	_____ Date
	Social Security Number

_____ Address	_____ City, State, Zip
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_____ Telephone Number including Area Code	_____
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**Applicant's Financial Information**  
(Photocopy this page and add to proposal as necessary)

**State of Texas Tax Identification Number or Sales Tax Number** \_\_\_\_\_

**Financial Institution / Credit Reference:**

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Financial Institution

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Address

City, State

Zip

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Name of Contact Familiar with Account

(Area Code) Phone Number

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Checking Account #

Savings Account Number

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Money Market Account #

Certificate of Deposit Account Number

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Account # (Other)

Account # (Other)

**Financial Institution and Credit Reference:** (add additional pages as necessary)

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Financial Institution

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Address

City, State

Zip

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Name of Contact Familiar with Account

(Area Code) Phone Number

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Checking Account #

Savings Account Number

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Money Market Account #

Certificate of Deposit Account Number

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Account # (Other)

Account # (Other)



(Photocopy this page and add to proposal as necessary)

(Photocopy this page and add to proposal as necessary)

[illegible]

**INFORMATION RELEASE FORM  
FOR PROSPECTIVE LEASED CONCESSIONAIRES  
TEXAS PARKS AND WILDLIFE DEPARTMENT**

To assist Texas Parks and Wildlife Department in verifying the information on a submitted proposal for a leased concession opportunity with the agency, I hereby give permission to any financial and credit institution having information about any of my (our) financial matters as outlined in the submitted proposal and herein to furnish that information to Texas Parks and Wildlife Department, its investigators, or its employees.

And in consideration of the furnishing of such information, the undersigned release anyone furnishing such information to Texas Parks and Wildlife Department, its agents, investigators or employees, from any and all liability, which may or could result from furnishing such information or the use thereof.

\_\_\_\_\_  
(Signature of Concession Applicant)                      Date

\_\_\_\_\_  
(Signature of Concession Applicant)                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed name

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas



## Authorization and Consent for Disclosure of Criminal History Information

Life's better outside.®

In connection with the evaluation of my suitability for employment, volunteer status or contracted services to TPWD (either as an independent contractor or as an employee of an organization or business who has entered into a contract with TPWD), I give my consent for TPWD to obtain criminal history information related to my application for employment, volunteer status or contracted services to TPWD. I understand that criminal history information includes any criminal conviction records for deferred adjudication, misdemeanor or felony offenses at age 17 or older. Any such information will be used solely for employment, volunteer status or contracted services related considerations and not for any other purpose.

I authorize, consent, and grant permission to any person or entity to release to TPWD or its agent(s) any and all information regarding my criminal history. I waive any and all claims I may have with respect to providing such information. I understand that TPWD and its agent(s) are not responsible for the accuracy or completeness of the information contained in such reports. I release TPWD and its agent(s) from any and all liability, claims, and lawsuits with respect to the information obtained from any or all the sources used by TPWD and its agent(s).

I understand that this authorization is not an offer of employment, volunteer status or contracted services by TPWD and that any false or misleading information I have provided to TPWD may result in a refusal to hire, promote, reassign, or continue employment, volunteer status or contracted services. I also understand that this authorization is a continuing authorization and will remain valid until such time as I inform TPWD in writing that I revoke this authorization.

### Please Legibly Print or Type:

Posting Number: N/A If Volunteer, Type of Volunteer: N/A

Position Title: Leased Concessionaire

State Park/or Facility Location: Indian Lodge State Park and Davis Mountains State Park

Print Name: \_\_\_\_\_  
(Last) (First) (Middle)

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Date of Birth: \_\_\_\_\_ ☐ Male ☐ Female  
(MM / DD / YYYY)

Driver's License Number: \_\_\_\_\_ Phone: \_\_\_\_\_  
(State) (Number) Alt. Phone: \_\_\_\_\_

Signature of Applicant may be obtained during  
interview or any time prior to hire.

Date

Texas Parks and Wildlife Department • 4200 Smith School Road, Austin, Texas 78744 • 1-800-792-1112, press 8 •  
[www.tpwd.state.tx.us/jobs](http://www.tpwd.state.tx.us/jobs)

NOTICE: Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 552.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected.

### TPWD Office Use Only:

Program/Site: \_\_\_\_\_  
Contact: \_\_\_\_\_  
TPWD Human Resources: Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit I

Date

Proposal for Park Store Operations and/or Park Store and Hotel Hospitality Management  
Leased Concession Program  
Business Management Section  
State Parks Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

I hereby propose to operate the \_\_\_\_\_ at Davis Mountains State park for the accommodation and convenience of the public (in accordance with the minimum requirements set forth in the Prospectus.) I propose to provide this service for a term of \_\_\_\_\_ years and agree to pay monthly to Texas Parks and Wildlife Department for these privileges a negotiated franchise fee.

Attached are the following documents to support my offer to provide the services set forth:

1. Business Plan for operation.
2. Statement of experience, qualifications, and proposed method of operation for the Concession
3. Authorization and Consent for Criminal Background Check(s)
4. Statement of financial condition which includes evidence of ability to adequately finance the entire cost, implementation and operation of the concession facilities and sustain this venture
5. An Information Release Form (**Notarized**)
6. Financial Disclosure Documents
7. Business and Personal References
8. Stockholders Information as required, if appropriate

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Phone number

**STATE PARK RULES AND REGULATIONS****§59.131. Definitions.**

The following words and terms, when used in this subchapter, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) Arms and firearms—Any device from which shot, a projectile, arrow, or bolt is fired by the force of an explosion, compressed air, gas, or mechanical device. To include, but not limited to, rifle, shotgun, handgun, air rifle, pellet gun, longbow, cross bow, sling shot, blow gun, or dart gun.
- (2) Bicycle—A device that a person may ride, that is propelled by human power, and has two tandem wheels at least one of which is more than 14 inches in diameter.
- (3) Artifacts—Objects used or modified by humans, including, but not limited to, arrow points, dart points, stone, bone, or shell implements or any other prehistoric or historic objects.
- (4) Boat—A vessel not more than 65 feet in length, measured from end to end over the deck, excluding sheer, and manufactured or used primarily for noncommercial use.
- (5) Camping—The act of:
  - (A) occupying a designated camping facility;
  - (B) erecting a tent, or arranging bedding, or both, for the purpose of, or in such a manner as will permit, remaining overnight; and/or
  - (C) using a trailer, camper, or other vehicle for the purpose of sleeping during nighttime hours.
- (6) Cultural features—Include, but are not limited to, state archeological landmarks, archeological sites, historic sites and structures, pictographs and petroglyphs.
- (7) Department—The Texas Parks and Wildlife Department.
- (8) Director—The executive director of the Texas Parks and Wildlife Department or his or her designee.
- (9) Equine—A species of animal belonging to the family equidae, including horses, ponies, donkeys, and mules.
- (10) Garbage—Trash, refuse, rubbish, household waste, medical waste, rubble, spoil, construction debris, yard clippings, offal, or any other similarly useless, noxious, or offensive material.
- (11) Motor Vehicle—For purposes of this subchapter, a motor vehicle does not include a wheelchair, a motorized wheelchair or a motorized mobility device. A motor vehicle is a motor powered vehicle, including, but not limited to:
  - (A) any motor driven or propelled vehicle required to be registered under the laws of this state;
  - (B) an all-terrain vehicle as defined in Transportation Code, §502.001;
  - (C) a motorcycle as defined in Transportation Code, §501.002 and §541.201;
  - (D) a golf cart, as defined in Transportation Code, §502.001;
  - (E) a moped as defined in Transportation Code, §541.201;
  - (F) a neighborhood electric vehicle as defined in Transportation Code, §551.301;
  - (G) a pocket bike or mini-motorbike, as defined in Transportation Code, §551.301;
  - (H) an electric bicycle; or
  - (I) a motor assisted scooter, as defined in Transportation Code, §551.301.
- (12) Motorized mobility device—A device designed for transportation of persons with physical disabilities that:
  - (A) has three or more wheels;
  - (B) is propelled by a battery-powered motor;
  - (C) has not more than one forward gear; and
  - (D) is not capable of speeds exceeding eight miles per hour.
- (13) Night—Any time from 1/2 hour after sunset to 1/2 hour before sunrise.
- (14) Person—Natural persons, firms, partnerships, corporations, clubs, and all associations or combinations of persons acting individually, or by an agent, servant, or employee.
- (15) Pet—A domesticated companion animal accompanying a person who enters or uses a state park. In no event shall a pet under this subchapter include the following:
  - (A) a dangerous wild animal, as defined in Health and Safety Code, §822.101;
  - (B) wildlife;
  - (C) livestock and exotic livestock as defined in Agriculture Code, §§1.003, 142.001, and 161.001;
  - (D) any species of animal that is not ordinarily domesticated; or
  - (E) any species of animal that a person may not legally possess.
- (16) Plant life—All plants including trees, dead or downed wood, shrubs, vines, wildflowers, grass, sedge, fern, moss, lichen, fungus, or any other member of the plant family.
- (17) Public place—Any place to which the public or a substantial group of the public has access. The interior spaces of the following are not considered public places:



## STATE PARK RULES AND REGULATIONS

(A) department cabins, screened shelters, recreation halls, group barracks, and lodges; and

(B) tents, campers, trailers, motor homes, or any enclosed vehicle(s) that are used as camping equipment.

(18) State park—A state park, state historic site, or state natural that is administered, operated, or managed by the department.

(19) Unattended pet—A pet that is unaccompanied or not under immediate control of the person responsible for the pet. Pets tied or secured outside of camping equipment or buildings are not considered under immediate control.

(20) Wildlife—A species, including each individual of a species, that normally lives in state of nature is not ordinarily domesticated.

### **§59.134. Rules of Conduct in Parks.**

(a) Abandoned and unattended property. It is an offense for any person to:

(1) abandon a vehicle or other personal property;

(2) leave a vehicle, boat, barge, or other property unattended in a unit of the state park system in such a manner as to create a hazardous or unsafe condition; or

(3) leave property unattended in a state park without having received prior permission from the director or to leave a vehicle unattended after the closing hour, unless such person is legally in the park after closing, and unless he has parked the vehicle in a place designated by the director or he has prior permission from the director.

(b) Alcoholic beverages. It is an offense for any person to:

(1) consume or display an alcoholic beverage in a public place; or

(2) sell alcoholic beverages within a state park.

(c) Animals. Except as provided in this subsection, it is an offense for any person to bring into a state park, possess while in a state park, or release into a state park any species of animal. A pet or equine may be brought into and possessed within a state park as provided in this subsection.

(1) Equine. It is an offense for any person to:

(A) ride, drive, lead, or keep equines, except in designated areas;

(B) ride equines in a manner that is dangerous to a person or animal;

(C) allow equines to stand unattended or insecurely tied; or

(D) hitch equines to a tree, shrub, or structure in any manner that may cause damage.

(2) Pets. It is an offense for any person to:

(A) bring into, possess, or permit to roam within a state park a pet, unless the pet is secured by a leash not exceeding six feet in length, confined in a vehicle, or confined in a suitable cage;

(B) bring into or possess within a state park an unattended pet;

(C) fail to immediately collect and properly dispose of fecal material deposited by a pet for which a person is responsible. For purposes of this paragraph, "properly dispose" means to deposit fecal material in an appropriate solid waste collection container;

(D) bring a pet into an area where pets are prohibited;

(E) permit a pet (except a trained assistance animal accompanying a person with a disability) to enter into or remain in any building or enclosure designated for public use including, but not limited to, a restaurant, snack bar, cabin, lodge room, restroom, park store, shelter, refectory building, amphitheater, administration building, or railroad coach;

(F) permit a pet in the water of a designated swimming area or to permit a pet animal (except a trained assistance animal accompanying a person with a disability) within the land or beach area adjacent to the water of a designated swimming area; or

(G) possess a noisy, vicious, or dangerous pet, or a pet which creates a disturbance to or hazard within a state park;

(3) Wildlife. It is an offense for any person to:

(A) harm, harass, disturb, trap, confine, catch, possess, or remove any wildlife, or portions of wildlife from a unit of the state park system, except by a permit issued by the director or as provided by the Parks and Wildlife Code, Chapter 62, Subchapter D;

(B) release any fish into the waters of any state park, except as authorized by the Parks and Wildlife Code; or

(C) feed or offer food to any wildlife or exotic wildlife, or to leave food unsecured in a manner that makes the food available to wildlife or exotic wildlife, unless specifically authorized by the department. The feeding of birds may be permitted on a park-by-park basis as prescribed by the department.

(d) Arms and Firearms. It is an offense for any person to display or discharge an arm or firearm in a state park, unless:

(1) the person is participating in a public hunting activity within the state park that has been authorized by written order of the director so long as the person is in compliance with the applicable public hunting rules and regulations; or

(2) the person has been authorized by written order of the director.

(e) Closed Area. It is an offense for any person to:

(1) prevent or interfere with development, construction, or management of a state park; or

(2) enter or remain in an area of a state park that has been closed by the director for any reason, including security, safety, preservation, or restoration.

(f) Entrance and User Fees. It is an offense for any person to enter, use, or occupy a facility in any portion of a state park for which a fee has been established, unless the person has first paid the fee or satisfied the requirements of the fee, has received an entrance/use

**STATE PARK RULES AND REGULATIONS**

permit issued by the department, and has attached the permit to their vehicle as and when required by the permit. If the office is closed, payment must be made according to posted instructions or signage.

(g) Facilities Use. It is an offense for any person to:

- (1) use an area or facility for any purpose contrary to its designated purpose; or
- (2) keep, use, or arrange a motor vehicle, trailer, camping, or other equipment except as specified by the director. All vehicles and trailers are restricted to designated roads and parking areas, unless otherwise specified by permit;
- (3) enter into, or remain in, an area or facility for which a public use limit has been established when such action will have the effect of exceeding the established limitations;
- (4) exceed the public use limit establishing a maximum number of persons and, if appropriate, the number and type of motor vehicles, trailers, and equipment permitted to enter into, or remain in, a designated area or facility at any time;
- (5) continue to occupy a facility past check-out time when a check-out time has been established by the director; or
- (6) engage in camping except as authorized by permit in areas designated or marked for that purpose.

(h) Fires, Firewood, Smoking and Fireworks. Portable gas-fueled camp stoves may be used in designated campsites or picnic areas; however, it is an offense for any person to:

- (1) light, build, or maintain a fire within a state park except in a facility or device provided, maintained, or designated for such purposes or to smoke or build fires when an extreme fire hazard has been posted by the department or a burn ban has been instituted by local government ordinance;
- (2) gather firewood except when authorized by permit;
- (3) leave a fire unattended; or
- (4) possess within a state park any fireworks, explosives, or similar devices capable of explosion, or to discharge, set off, or cause to be discharged in or into a state park any such device or substance, except with written authorization from the director.

(i) Metal detector. It is an offense for any person to operate or use a metal detector, except as authorized by permit.

(j) Minors and children.

- (1) A person younger than 15 years who enters a state park, must be supervised by a parent, legal guardian, or other responsible adult over the age of 17 years at all times.
- (2) A person 15 years or older, but younger than 17 years may not enter or remain in a state park during overnight hours unless:

- (A) the person is supervised by a parent, legal guardian or other responsible person over the age of 17 years; or
- (B) the person furnishes written consent of a parent or legal guardian to park personnel at the state park headquarters. For purposes of this subsection, written consent consists of a statement from a parent or legal guardian authorizing the person to enter the park and stating the full name, residence address, and telephone number of the parent or legal guardian; or
- (C) the person is legally married.

(3) For purposes of this subsection, a person who is required by this subsection to be supervised and is part of a group will be considered supervised by a parent, legal guardian or other responsible person if there is at least one supervising adult over the age of 17 years for every 15 persons for whom supervision is required by this subsection.

(4) For purposes of this subsection, "overnight hours" is the time between a state park's closing time and opening time.

(5) It is an offense for a parent, legal guardian or other responsible person charged with supervision of a person under 17 years of age to permit the person under 17 years of age to violate a regulation contained in this subchapter.

(k) Motor Vehicle Use, Possession and Operation.

(1) Operation. It is an offense for any person to:

- (A) operate a motor vehicle in a state park except on roads, driveways, parking areas, and areas designated as open for motor vehicle use;
- (B) operate a motor vehicle in a state park if the motor vehicle is not licensed and inspected as required by the Texas Transportation Code or other law regarding the operation of motor vehicles, except as specifically authorized by permit; or
- (C) operate a motor vehicle in a state park in a manner not authorized by the Texas Transportation Code or other laws regarding the operation of motor vehicles.

(2) Parking. It is an offense for any person to:

- (A) park a motor vehicle or trailer in a state park except in areas designed, constructed, or designated for that purpose; or
- (B) park, store, or leave a motor vehicle or trailer in violation of this section when signs have been posted in the affected areas.

(3) Speed Limit. It is an offense for any person to drive a motor vehicle within a state park at a speed:

- (A) greater than is reasonable or prudent, having due regard for the traffic and the road conditions then existing;
- (B) that endangers the safety of persons or property; or
- (C) that exceeds the posted speed limit in any portion of the state park system.

(4) Traffic. It is an offense for any person to:

**STATE PARK RULES AND REGULATIONS**

(A) operate a motor vehicle in a state park between the park closing hour and 6 a.m. opening hour, except for emergency or necessary purposes; or

(B) operate a motor vehicle in an indiscriminate or unnecessary manner (cruising).

(5) Trail use. It is an offense for any person to operate or use a motor vehicle or a bicycle on an unpaved road, trail, or path not designated and posted for use by such a motor vehicle or bicycle or use the trail in a manner that is dangerous to a person or animal.

(l) Natural and Cultural Resources.

(1) Plant life. It is an offense for any person to willfully mutilate, injure, destroy, pick, cut, remove, or introduce any plant life except by permit issued by the director.

(2) Geological features. It is an offense for any person to take, remove, destroy, deface, tamper with, or disturb any rock, earth, soil, gem, mineral, fossil, or other geological deposit except by permit issued by the director.

(3) Cultural resources. It is an offense for any person to take, remove, destroy, deface, tamper with, disturb, or otherwise adversely impact any prehistoric or historic resource, including but not limited to, buildings, structures, cultural features, rock art, or artifacts, except by written order of the director.

(m) Peace and quiet. It is an offense for any person to:

(1) disturb other persons in sleeping quarters or in campgrounds between the hours of 10 p.m. and 6 a.m.;

(2) cause, create, or contribute to any noise which is broadcast, or caused to be broadcast, into sleeping quarters or campgrounds, or which emits sound beyond the person's immediate campsite, between the hours of 10 p.m. and 6 a.m., whether by shouting or singing, by using a radio, phonograph, television, or musical instrument, or by operating mechanical or electronic equipment;

(3) use electronic equipment, including electrical speakers, at a volume which emits sound beyond the immediate individual camp or picnic site at any time without specific permission of the director; or

(4) create a disturbance capable of negatively affecting other park users by causing excessive noise by any means. Specific allowable noise levels for specific parks or parts of parks may be established by written order of the director.

(n) Public Nudity. It is an offense for any person to disrobe or appear nude in public. Females are considered to be disrobed when their breasts below the top of the areola are exposed except when nursing a baby.

(o) Soliciting. It is an offense for any person to solicit funds or donation of any item, or offer to sell any goods, wares, merchandise, liquid, or edibles, or render any service for hire, or distribute written material, in a state park, except by authority of a concession agreement approved by the director.

(p) Water Recreation. It is an offense for any person to:

(1) engage in water skiing, surf boarding while being towed, towing a person or a similar device, or operate a motorized ski device on lakes of less than 650 surface acres located in a state park;

(2) enter water or swim in an area closed for that activity;

(3) swim at night unless otherwise posted;

(4) introduce, carry into, or possess, use, break, dispose of, throw, or abandon any glass container in the water of a swimming area, swimming pool, or in the beach area adjacent to the water of a swimming area;

(5) moor, dock, or berth a boat or any other object between the hours of 10 p.m. and 6 a.m., except in mooring areas designated by the director; or

(6) moor, dock, or berth a commercial vessel at any part of a state park except by permit from the director.

(q) Water, Wastewater, Sewage, and Garbage. It is an offense for any person to:

(1) deposit waste water, sewage, or effluent from sinks, toilets, or other plumbing fixtures directly on the ground or into the water;

(2) use any water fountain, drinking fountain, pool, sprinkler, reservoir, lake or any other water body contained in the park for bathing, laundering, and washing dishes, pets, or vehicles (including trailers);

(3) deposit fish parts at any location except park fish cleaning facilities;

(4) discard, deposit, or dump garbage in a state park, except for:

(A) garbage generated inside the park during the course of park visitation;

or

(B) an amount of garbage consistent with what ordinarily would accumulate in a vehicle in the course of a day's travel;

(5) dispose of garbage except in a receptacle provided for that use or as may otherwise be specifically authorized by department personnel; or

(6) use water provided by the state park for purposes other than drinking, washing or culinary uses.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Exhibit K

## REFERENCES

### BUSINESS REFERENCES (3)

1. Contact Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business/Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_
  
2. Contact Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business/Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_
  
3. Contact Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business/Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_

### PERSONAL REFERENCED (3)

1. Contact Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_
  
2. Contact Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_
  
3. Contact Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Phone Numbers: \_\_\_\_\_  
Email address: \_\_\_\_\_

EXHIBIT L

2021 - \_\_\_\_\_  
CONCESSION CONTRACT  
BETWEEN  
TEXAS PARKS AND WILDLIFE DEPARTMENT  
AT  
( \_\_\_\_\_ ) STATE PARK  
AND  
\_\_\_\_\_  
DBA  
\_\_\_\_\_  
(CONCESSIONAIRE)

## CONCESSION CONTRACT

This Contract is made and entered into by and between the Texas Parks and Wildlife Department (Department), acting on behalf of the State of Texas, and \_\_\_\_\_ d.b.a. \_\_\_\_\_ (Concessionaire), with an address of \_\_\_\_\_.

### WITNESSETH:

**WHEREAS**, the Department is an agency of the State of Texas, authorized to and charged with the responsibility of acquiring and maintaining a system of public parks for the benefit of the people generally; and

**WHEREAS**, the accomplishment of the said purpose requires that facilities and services be provided for the public visiting the parks; and

**WHEREAS**, the State of Texas has not itself provided such necessary facilities and services for park visitors and desires the Concessionaire to establish and operate the same at reasonable rates under the supervision and regulation of the Department; and

**WHEREAS**, the Department enables the formation of public/private partnerships through its leased concessions program; and

**NOW, THEREFORE**, under the authority of Section 13.015 of the Texas Parks and Wildlife Code, the parties, in consideration of the mutual promises herein expressed, covenant and agree to and with each other with the following terms and conditions.

### SECTION 1. TERM OF CONTRACT

A. This Contract shall become effective upon the date of the last signature of the parties involved, and shall terminate on, \_\_\_\_\_, except as it may be modified or terminated as herein provided. No right of renewal is granted hereunder.

B. In the event that the Concessionaire desires to make an additional investment or reinvestment in the leased concession to expand the Concessionaire facilities and services beyond those covered in this Contract, the Department will entertain a request to amend or extend this existing contract. Such request shall detail the size and scope of the proposed financial investment, and shall include a feasibility analysis with a complete description of the expanded or enhanced facilities and/or services. This request should first be submitted to, and approved by, the Department in writing.

### SECTION 2. ACCOMMODATIONS, FACILITIES, AND SERVICES AUTHORIZED

A. The Department authorizes and requires the Concessionaire, during the term of this Contract, to provide facilities, and services for the public within \_\_\_\_\_ State Park, herein referred to as "Park," situated in \_\_\_\_\_ County, State of Texas, as follows:

1. Provide primary amenity development and operational management of proposed semi-permanent/mobile site units;

a. The Semi-permanent/mobile site unit should be of a design and appearance consistent with the Park and is subject to TPWD approval.

b. TPWD may authorize the construction of semi-permanent site unit on TPWD property. Placement or location of Semi-permanent/mobile site unit shall be designated by the Park Superintendent.

c. Construction sites will be limited to the smallest possible area necessary to build park facilities. Detrimental impact on the park's resources during construction is unacceptable. Current and reasonable mitigating and protective measures must be implemented during construction to preclude inordinate damage to vegetation, soils, water quality, wildlife habitat, and archeological resources. The construction contractor is held accountable for any undue or unnecessary environmental impact during construction.

d. Construction Plans and Specifications must be submitted for compliance review and approval to the Texas Department of Licensing and Regulation, Policies and Standards Division - Elimination of Architectural Barriers Section.

e. The Semi-permanent/mobile site unit must comply with all applicable Federal and State laws and regulations and with all applicable laws, ordinances, and regulations of the county and municipality in which the Park is located, including, but not limited to, those regarding health, safety, use of pesticides, licenses or permits to do business, and historic preservation.

f. Texas Parks and Wildlife Department is committed to complying with the spirit and intent of the Americans with Disabilities Act. Programmed facilities must adhere to the Americans with Disabilities Act of 1990, Public Law 101-336 and Article 9102, Vernon's Texas Civil Statutes, Texas Accessibility Standards. All buildings and recreational facilities serving the public must meet the requirements and be clearly marked with the barrier-free emblem. Camping areas will take into consideration Americans with Disabilities Act requirements, therefore, site work around all facilities where possible should maintain adequate finish grades, width clearances and ramping to provide access.

2. Provide commercial equipment, signage, products, uniforms, inventory and employees.
3. Provide Security and Point of Sale systems.
4. Provide Concessionaire owned and maintained reservation system.
5. Sign rules and regulations are very restrictive in order to maintain a natural look throughout the Park. No hand-written signs. All signage will be reviewed and approved by Park Superintendent.

6. Implementation of additional concession-related services/activities may be pre-authorized under this Contract and may be implemented following written notice to and coordination with the Park Superintendent and the Department. This written notice shall consist of a detailed description of the service(s), which will be attached as an addendum to the Contract.

7. Concessionaire may host Department-approved special event activities as an enhancement to the authorized primary and ancillary services authorized above. Concessionaire's special events must be conducted pursuant to the Department's prior written approval. The Concessionaire understands and agrees that they are required to enter into a separate special event contract with the Department for each special event held at the Park. Special Event activities must be consistent with the mission, or otherwise in the best interest, of the Department.

8. Accept major credit cards for payment of products/services.

B. The Concessionaire understands and acknowledges that all food service involving the preparation and handling of food must comply with applicable rules and regulations established by the [Texas Food Establishment Rules \(TFER\)](#) and Title 25, [Chapter 228 of the Texas Administrative Code \(TAC\)](#) including, but not limited to, the standards for utilities, facility construction, equipment, staff, food preparation, and storage standards.

C. Concessionaire must conduct Department approved customer surveys or provide customer comment cards which are sufficiently developed to determine customer satisfaction and demands, product mix, pricing and overall Concession experience, and use their results in business planning. The Concessionaire must investigate and respond to all visitor complaints regarding its services. Upon written request the Concessionaire must provide copies to the Department of all visitor surveys and comments.

D. Operation of this concession should be responsive to visitation patterns and market shifts and attempt to meet changing customer service needs. Posted hours/days of operation should be displayed in customer contact areas. Such posting, and any proposed changes, are subject to written approval of the Park Superintendent.

E. All accidents, incidents and/or injuries must be reported to the State Park Police Officer on duty that day and must be reported to the Park Superintendent as soon as is practical.

F. The Department reserves the right to determine and control the nature and type of merchandise and services which may be sold within the Park by the Concessionaire. Conformance to the following quality standards for all resale merchandise is required.

1. Non-consumable resale products should conform to the following quality standards:
  - a. Non-renewable natural and cultural resources shall not be sold;
  - b. Stocked resale merchandise items should fit into the following categories:
    - 1) Meet customer convenience needs while visiting the Park;
    - 2) Provide education/interpretation of Park resources;
    - 3) Commemorate current or past Park special events;
    - 4) Promote the specific Park, state park system, or Department; or
    - 5) Communicate the theme of the Park or a related Park activity.
  - c. Resale merchandise should also:
    - 1) Suit the Park's market and customer mix;

- 2) Have a natural look that reflects the appearance and/or environment of the Park; and
- 3) Be of the highest quality for the price point.

2. The Park Superintendent or designee will provide guidance to Concessionaire in determining the suitability of resale merchandise offered at the operation. Business Management Staff may make recommendations for implementation by the Concessionaire in an effort to achieve greater success for the concession partnership.

G. Concessionaire may not install, operate, provide, or maintain any additional services, activities or facilities not listed above unless they are consistent with the mission, or otherwise in the best interest, of the Department, submitted via written detailed application and specifications to the Department, and pre-approved by the Department; such written approval or addendums shall be attached to this Contract

H. Concessionaire shall, at its own cost, risk and expense, maintain and operate the accommodations, facilities, and services as defined in this Contract to such extent and in such manner as the Department deems satisfactory and necessary for the concession's successful operation

### **SECTION 3. RATES AND CHARGES**

A. Concessionaire's rates and charges for authorized products and services should be established taking into consideration marketplace factors, including profitability and customer price value and satisfaction. The reasonableness of those rates and charges to the public shall be judged primarily by comparing with current charges for facilities and services of comparable character under similar conditions.

B. All rates and charges to the public by the Concessionaire must have written approval by the Department thirty (30) days in advance of the proposed implementation of the rates or charges.

### **SECTION 4. DEPARTMENT'S LAND AND IMPROVEMENTS**

A. The Department assigns for use by the Concessionaire the following lands, buildings, structures, fixtures, and improvements (the "Premises") during the term of this Contract:

1.

B. The Premises shall be operated and maintained by the Concessionaire for the use and benefit of the public as a recreational area and in a manner satisfactory to the Department. The Premises shall be used only for the purposes of this Contract, and the right to occupy and use the Premises is subject to the conditions of this Contract and the general supervision of the Department.

C. The Department shall have the right at any time to enter upon the Premises for any purpose the Department may deem reasonably necessary.

D. This Contract is subject to all existing and subsequently granted easements, as well as established access routes for roadways and utilities located, or to be located, on the Premises. The Concessionaire will not close any established access routes without prior written permission from the Department.

E. Concessionaire acknowledges that:

1. It has inspected the Premises, knows its current condition and will maintain it in at least the condition that it receives it;

2. Department's building(s) will be structurally maintained to TPWD standards by the Department, and generally maintained by Concessionaire as per annual written action plan (see Section 6 for more detail); and

3. The Premises are leased as is, without any representations or warranties whatsoever and without obligation on the part of the Department to make any alterations, repairs, or additions thereto

### **SECTION 5. CONCESSIONAIRE'S IMPROVEMENTS**

A. "Concessionaire's Improvements" means fixed improvements such as structures, buildings, fixtures, appurtenances, equipment, or other improvements affixed to or resting upon the lands assigned hereunder, as authorized by the Department and constructed or otherwise provided by the Concessionaire for the purposes of this Contract. Concessionaire must provide to the Department full and complete detailed Improvement Lists that contain the following and shall be submitted to the Department's State Parks Business Management Section; the lists will be attached to and become part of this Contract:

1. Initial Improvements: This list shall contain all of Concessionaire's Improvements as defined above, including all new items and the invoice cost of each, and all "used" items with the original cost and present age of each item.

2. Post Contract-Execution Improvements: Any of Concessionaire's Improvements added after the execution of this Contract shall also be listed and described as in Section 5.A.1. Concessionaire must furnish the information pertaining to each acquisition immediately upon receipt of the items.

B. Prior to any construction, alterations, additions, or changes to the Premises or Concessionaire's Improvements, Concessionaire shall contact the Department to obtain guidelines and requirements. Concessionaire should then develop preliminary plans and specifications in accordance with the Department's guidelines and regulations. All costs, unless otherwise specified within this Contract, will be at the expense of the Concessionaire. Before any work begins, or plans are finalized, Concessionaire must:

1. Submit plans and specifications to the Department for approval of any construction considered by Concessionaire under the terms of this Contract;

2. If approved by the Department, secure all applicable approvals and permits, including but not limited to those related to environmental, historical, access and zoning, and archaeological projects;

3. Comply with all applicable local, state and federal laws related to construction; and

4. Maintain its concession operations during construction in a manner that ensures the public safety.

C. In the event a Concessionaire's Improvement is removed, abandoned, demolished, or substantially destroyed, and no other improvement is constructed on the site, the Concessionaire shall promptly, upon the request of the Department, restore the site as nearly as possible to a natural condition. In the event the Concessionaire does not restore the Premises, Concessionaire will be responsible for all costs associated with such restoration.

D. Upon the termination of this Contract for any reason whatsoever, unless otherwise specified in a separate agreement, Concessionaire shall immediately:

1. Remove all of its listed improvements, as defined in Section 5.A, from the lands assigned hereunder within thirty (30) days;

2. Provide a full and complete accounting of all receipts and other data required by the Department

3. Remit all sums of money due and accrued to the Department under the terms of this Contract; and

4. Account for all Department Improvements to/on the Premises.

E. Should Concessionaire fail to remove all of its improvements in accordance with this Contract, the Department, without liability to the Concessionaire, can remove said improvements and/or repair the Premises to its original condition and invoice the Concessionaire for the costs thereof. Upon receipt of invoice, the Concessionaire shall promptly reimburse the Department for all reasonable costs associated with the removal of any improvements and/or repair of the Premises.

## **SECTION 6. REPAIRS AND MAINTENANCE**

All repairs shall be performed by trained, qualified and insured repair persons.

A. **Concessionaire shall be responsible, at Concessionaire's cost, risk, and expense, for:**

1. Maintaining Premises and Concessionaire's Improvements in a safe, clean, sanitary and attractive condition that is:

a. acceptable to the Department and other agencies with jurisdiction over the premises and operations;

b. in compliance with all Federal, State and local laws, regulations and codes; and

c. in the same condition as when this Contract was executed, allowing for ordinary wear and tear.

2. Ensuring proper and consistent litter control, garbage disposal, cleaning and grounds maintenance within fifty (50') feet around Premises and Concessionaire's Improvements;

3. Exercising due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes;

4. Ensuring that all repairs are performed by trained, qualified and insured repair persons;

5. Promptly maintaining, repairing or replacing Concessionaire's personal property and improvements;

6. Scheduling and ensuring that any fire suppression equipment and other health/safety items are inspected annually by a registered technician; and

7. Providing copies of annual equipment inspections/certifications to the Park Superintendent.

B. **Park Superintendent (or designee) shall be responsible for** working with the Department's Regional Maintenance Specialist and the Concessionaire to:

1. Complete an annual written action plan that:

a. outlines the repair and maintenance of Premises and Concessionaire's Improvements, and

b. clearly identifies those items to be maintained and repaired by the Department and those to be maintained and repaired by the Concessionaire.

2. Submit this written action plan on an annual basis to the Department's State Parks Business Management Section, 4200 Smith School Road, Austin, Texas 78744.

C. Nothing in Section 6.B shall absolve Concessionaire of its responsibilities in Section 6.A.

## **SECTION 7. UTILITIES**

A. The Park may provide water, wastewater services, access to solid waste receptacles, and electricity. Concessionaire will reimburse Park for utilities as defined in Section 10.A.3 below.

B. In the event that any utility service is unavailable or insufficient, except as provided above in this section, the following conditions shall apply:

1. Any and all plans/specifications for utility installation or upgrades require prior written approval from the Department's Infrastructure Division and adherence to the requirements prescribed by the Department;

2. All such costs for utility installation or upgrades will be at Concessionaire's own expense and at no cost to the Department;

3. No soil shall be disturbed for any reason, including the installation of any underground utilities, without an archeological clearance from the Department;

4. Construction methods/materials will comply with building industry standards and will meet all governing and/or regulatory agency requirements, permits, agreements, and local, state, and national codes for public buildings; and

5. Water rights perfected during the term of this contract shall be in the name of the Department. Concessionaire shall not remove or obliterate any ditches or other water systems installed by Concessionaire or others in connection with such water rights.

C. Nothing herein shall be construed as granting easement rights to the Concessionaire.

## **SECTION 8. ENVIRONMENTAL PROTECTION AND HISTORIC PRESERVATION**

A. Concessionaire shall comply promptly with all laws, regulations, conditions or instructions affecting the activities hereby authorized, if/when issued by the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), or any other Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution.

B. Concessionaire is specifically prohibited within the Park or on the Premises or Concessionaire's Improvements from:

1. Disposing of any toxic or hazardous materials;

2. Discharging any waste or effluent in any manner that will contaminate streams or other bodies of water or otherwise become a public nuisance. Where damage to the environment and natural resources occurs from Concessionaire's activities, Concessionaire shall be liable to restore the damaged resources; and

3. Applying pesticides or herbicides without the Department's prior written consent.

C. Concessionaire shall maintain, in a manner satisfactory to the Department, all soil and water conservation structures that may be in existence or constructed on the Premises during the term of this Contract, and shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring within or outside the Premises resulting from the Concessionaire's activities shall be corrected by the Concessionaire as directed by the Department.

D. Concessionaire shall not remove, disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, Concessionaire shall immediately notify the Department and protect the site and the material from further disturbance until the Department gives written clearance to proceed.

## **SECTION 9. ACCOUNTING RECORDS AND REPORTS**

A. **Records and Reports Requirements:** Concessionaire shall maintain accounting records and prepare financial reports in such manner, and make them available at such times, as may be prescribed by the Department, its internal auditors and/or the State Auditor's Office. All accounting records and financial reports must be:

1. Prepared and maintained in accordance with generally accepted accounting and/or auditing principles and standards to the degree specified in the table below, depending on the amount of Concessionaire's annual gross receipts as defined in Section 9 G below;
2. Sufficient to verify that the gross receipts reported to the Department hereunder are correct; and
3. Retained for a period of seven (7) years after the date of Contract termination.

B. **Audits/Examinations:** The Department, its Internal Auditors, and the State Auditor's Office or successor agencies shall have the authority at any time during the term of and up to five (5) years after the termination of the Contract to access, review, examine, audit and investigate all of the Concessionaire's books, accounts, reports, correspondence, files, memoranda, and other records. Concessionaire further agrees to cooperate fully with any authorized audit or examination, including providing unrestricted access to all records.

C. **Monthly Reports:** No later than the 15<sup>th</sup> of each month during the Contract term, Concessionaire must submit to the Department monthly itemized detailed reports (Exhibit "A" attached) and corresponding support documentation (such as daily close out cash register tapes, "Z reading" or the final cash register reading prior to reset) of all gross receipts from every source whatsoever. These and any other reports as required, or as may be amended, should be in a form and format that is prescribed by the Department and should provide sufficient information about the Concessionaire's business and operations to verify gross receipts and the appropriate amount of franchise fees due and payable. Exhibit "A" or an alternate pre-authorized point of sale report is the required reporting format.

D. **Annual Reports:** Concessionaire must submit an "Annual Report" consisting of a detailed General Ledger and an Annual Profit and Loss Financial Report to the Department as follows:

1. Received by the Department on or before December 29<sup>th</sup> or not later than one hundred twenty (120) days after the last day of each fiscal year (September 1<sup>st</sup> – August 31<sup>st</sup>) during the Contract term for the preceding fiscal year, or portion of a year if applicable;
2. Submitted both to the Park Superintendent and the Department's Business Management Section at their addresses in Section 17.B; and
3. Contains the information required, depending on the amount of the annual gross receipts, as provided in the table below (see subsection G. below, entitled "Gross Receipts" for definition of term).

Refer to the following table for the type and source of the Annual Report required:

<b>Annual Gross Receipts</b>	<b>Requirement</b>	<b>Report Originator</b>	<b>Report Criteria</b>
In excess of \$1,000,000.00	Financial Statement <b>Audit</b>	Independent Certified Public Accountant (CPA)	Report based on work conducted in accordance with the Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
\$500,000.00 - \$1,000,000.00	Financial Statement <b>Review</b>		
< \$500,000.00	Financial Statements only	CPA not required unless directed by Department's Executive Director	

E. **Annual Operation Plan:** No later than November 1<sup>st</sup> of each year, Concessionaire must submit a detailed operation plan to the Park Superintendent and the Department (see addresses in Section 17.B). This plan must outline anticipated



operational changes to include operational days and hours, fee increases, and plans for promotion of products/services including business development plans.

F. **Public Information:** Concessionaire acknowledges that any information provided to the Department may be subject to the Texas Public Information Act (Act), and therefore shall mark as confidential any such provided information that Concessionaire believes is confidential by law or otherwise not subject to the Act. In the event the Department receives an open records request for information marked as "confidential" by Concessionaire, the Department shall notify Concessionaire that the Department has requested an Open Records Decision from the Office of the Attorney General, and that the Concessionaire is responsible for submitting arguments in support of nondisclosure of the confidential information. Alternatively, if such information must be disclosed, the Department will provide Concessionaire advance notice of such disclosure.

G. **"Gross Receipts"** is defined as the total amount received or realized by, or accruing to, the Concessionaire from all cash or credit sales of services, accommodations, materials and other merchandise made pursuant to the privileges authorized in this Contract. Gross receipts are accumulative on an annual basis beginning on September 1<sup>st</sup> and ending on August 31<sup>st</sup> of each fiscal year, except that the first year shall begin upon the execution of this Contract.

## **SECTION 10. PAYMENTS TO THE DEPARTMENT**

A. The Concessionaire shall provide to the Department the following payments (hereinafter referred to as "Franchise Fees"):

1. Monthly Franchise Fees shall be calculated on gross receipts, as defined in Section 9.F, excluding state sales tax. Gross receipts are accumulative on an annual basis beginning on September 1<sup>st</sup> and ending on August 31<sup>st</sup> of each fiscal year, except that the first year shall begin upon the execution of this Contract.

Description of Services	Franchise Fees (% of Gross Receipts)	Period in which Receipts Accrued
	____%	Execution of Contract through_____

2. All monthly franchise fees are due and payable to Texas Parks and Wildlife Department. These fees shall be delivered to the Park, at the address in the Notification and Communication Section, on or before the 15<sup>th</sup> day of the month following the month they accrue.

3. As reimbursement to the Department for electrical resources utilized, Concessionaire will pay **\$ \_\_\_\_\_ monthly** to the Department.

a. Concessionaire electrical payments are payable to the Department only for the actual months that the concession operation is open to the public. Checks shall be made payable to Texas Parks and Wildlife Department and delivered to the Park, at the address in the Notification and Communication Section, on or before the 15<sup>th</sup> day of the month following the month they accrue. **Electrical reimbursement checks will be sent by Park staff to Texas Parks and Wildlife Department, Attn: Cashier's Section, 4200 Smith School Road, Austin, Texas 78744** for processing to reimburse the Park's electrical budget. Concessionaire must submit copies of the checks to the Department's Business Management Section, 4200 Smith School Road, Austin, Texas 78744, as an attachment to the annual financial reporting.

4. The Department, in accordance with staff analysis and subsequent recommendation, reserves the right to reconsider and renegotiate franchise fees when it determines that conditions (e.g. catastrophic events) warrant an adjustment.

5. The Concessionaire acknowledges that prompt payment of franchise fees is of the essence, that the Department will incur additional costs if franchise fees are not paid by Concessionaire as agreed, and that estimation of those damages would be onerous or unfeasible. Therefore, in addition to the franchise fees identified in Section 10.A, Concessionaire agrees to pay the Department:

a. Liquidated damages, and not a penalty, in an amount equaling 5.0% of the monthly franchise fee owed;

b. An additional amount equaling 5.0% of the franchise fee for any franchise fee paid after thirty-one (31) days from the date due. The additional amounts assessed under this paragraph become due at the date they accrue; and

c. Yearly interest on all delinquent franchise fees (prime rate plus one per cent, as published in the Wall Street Journal on the first day of the calendar year that is not on a Saturday, Sunday or a legal holiday). This interest rate may not exceed the rate established in the Texas Tax Code §111.060 and §111.061 or other applicable Texas law.

6. Payments/interest under Section 10.A. may be waived by the Department's Executive Director for good cause.

7. After the execution of this Contract, a separate franchise fee may be negotiated for, and in consideration of, each developed and implemented off-season special event activity to increase Park and concession utilization or other pre-authorized activities. These franchise fee rates will be calculated to be commensurate with the increased economic benefit to and utilization of the Park and concession.

B. Concessionaire must furnish and use cash registers with locked-in totals that are sequentially numbered or a point of sale (POS) software package that is and sufficient to record all sales at each location where services are provided. Prior to commencing its concession operations, Concessionaire will advise the Department as to what option it will use. The register or POS software must:

1. Have sufficient capacity to record major sales categories, including sales tax and the total purchase; and
2. Automatically issue an itemized customer receipt showing total amount purchased and date and name of concession.

C. In the event that technological advances render the POS software/cash registers described in paragraph B inefficient or obsolete, Concessionaire may, with written notice to the Department, install and use newer technology so long as there is no loss of functionality.

D. In the event of a dispute of the computation of payable franchise fees, the Department's determination, consistent with the provisions of this subsection and the general provisions of this Contract, shall be final.

## **SECTION 11. TERMINATION**

A. It is expressly understood and agreed that this contract may be terminated or amended at any time at the discretion of the Department, and that no right of renewal is granted there under.

B. This Contract may be terminated in the event that either party violates any of its terms and conditions and fails to correct or cure within ninety (90) days of receipt of written notice of the violation.

C. To the extent permitted by the United States Bankruptcy Code, this Contract shall be terminated in the event of Concessionaire's insolvency; assignment for the benefit of creditors; filing of a voluntary petition of bankruptcy; an adjudication of bankruptcy or the appointment of a receiver for Concessionaire's properties who is not discharged within forty-five (45) days; the filing of an involuntary petition of bankruptcy and Concessionaire's failure to secure a dismissal of the petition within thirty (30) days after filing; or the attachment, or the levying, of execution on any interest in this Contract and Concessionaire's failure to secure discharge of the attachment or release of the levy of execution within ten (10) days.

D. Termination of this Contract shall also occur in the event of Concessionaire's:

1. Abandonment of all or any part of the Premises or Concessionaire's Improvements;
2. Unapproved discontinuation of its operations in all or any part of the Premises or Concessionaire's Improvements for more than ten (10) calendar days, unless such discontinuation is in response to a request by the Department, is part of the Concessionaire's approved operating schedule, or is due to casualty, condemnation or closure of the Park, and Concessionaire recommences operations as soon as practicable under the circumstances; or
3. Failure to provide staffing sufficient to service its operations and meet customer demand for more than ten (10) calendar days after written notice of such failure.

E. This Contract may be cancelled by the Department, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to the Department, or if subsequent laws or regulations prohibit the Department from continuing its performance under any term of this Contract.

F. Upon discovery of any hazardous conditions within an area controlled by the Concessionaire that present an immediate threat to property, or human health or safety, the Department will notify the Concessionaire and require closure of all or part of the affected Premises or Concessionaire's improvements until such condition is corrected and any threat to the public eliminated to the satisfaction of the Department. If the condition is not corrected, the Department will terminate the Contract.

G. Early termination or abandonment by the Concessionaire constitutes a breach of this Contract. The parties agree that damages resulting from such termination or abandonment will be difficult to assess. The parties accordingly agree upon the

liquidated damages as provided herein: An average year's revenue is based on a five (5) year average of the concession revenue paid to the Department at the Park, or if there is no history of revenue paid and the concession is new at the Park, the average year's revenue will be based on a five (5) year average of concession revenue paid at a comparable operation. The percentage of liquidated damages will be determined as follows:

<u>Prior Written Notice in Calendar Days</u>	<u>Liquidated Damages as % of Average Year's Revenue</u>
120 +	0 Percent
90 – 119	10 Percent
60 – 89	15 Percent
30 – 59	20 Percent
0 – 29	25 Percent

G. Concessionaire agrees that upon termination of this Contract for any reason, except as otherwise provided herein, Concessionaire will remove all equipment and structures owned by it within thirty (30) days from effective date of termination.

## **SECTION 12. ASSIGNMENT**

A. Concessionaire shall not transfer or assign this Contract or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, without the advance written approval of the Department. No bonds, shares of stock, or other evidence of interest in, or indebtedness upon the assets of the Concessionaire in the Park shall be issued. Nothing herein shall prohibit Concessionaire from hiring contractor(s) for maintenance/repair (pending prior Department approval if for Department Improvements).

B. Concessionaire, with the advance written consent of the Department, may assign the assets and interests of this Contract only as collateral to secure financing for Department-approved construction, improvements, or repairs to the Concessionaire's operations in this Park.

C. Sub concessions or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under the Contract are not permitted.

## **SECTION 13. COOPERATION IN EMERGENCIES**

A. Concessionaire shall provide assistance to the Department in emergencies within/affecting the Park, including but not limited to assistance during severe, threatening weather and flooding conditions, and searches for missing persons.

## **SECTION 14. NO PREFERENTIAL RIGHT**

A. Concessionaire is granted neither a preferential right, nor an exclusive or monopolistic right, to provide public accommodations, facilities, and services in the Park; provided, however, the Department will not permit duplication of resale products/services nor direct competition among other concession operations within the Park.

## **SECTION 15. INSURANCE AND BOND**

A. Concessionaire shall procure and maintain at its expense during the Contract term, or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to the Department and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. Concessionaire shall obtain and maintain in full force at all times during the Contract term insurance coverage naming the State of Texas, acting through the Department, as an additional insured and loss payee on its policies described below.

1. Comprehensive General Liability in the amount of at least **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate, for personal injury, bodily injury and property damage.

2. All Risk Commercial Property in an amount equal to the replacement cost of the Premises and Concessionaire's Improvements.

3. If insurance policies are not written for amounts specified above, Concessionaire shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.

4. Each policy of required insurance shall provide for ten (10) days written notice of cancellation to the Department and include the following provisions: "It is a condition of this policy that the Company (Concessionaire) shall

furnish written notice to the Department's State Parks Business Management Section, at address in Section 17.B.2, ten (10) days in advance of any reduction in, or cancellation of this policy." Concessionaire agrees to deliver to the Department, not less than seven (7) days prior to the expiration of each policy of insurance, evidence of the renewal together with a receipt for the paid premiums.

5. Insurance shall be effective, and evidence of acceptable insurance furnished to the Department, prior to commencing any operations under this Contract.

6. The Department will require closure of any or all of the Premises or Concessionaire's Improvements or the cessation of operations during any period for which Concessionaire does not have the required insurance coverage.

B. In the event of loss, in whole or part, of any building, structure, fixture, improvement, or equipment as may be insured pursuant to the provisions herein, Concessionaire shall apply all insurance proceeds received toward either (1) its replacement, rehabilitation, or repair, or (2) the construction at the Park of any other building, structure, fixture, improvement, or purchase of equipment, as the Department may direct.

C. Prior to any construction, alteration, or repair hereunder, and contingent on prior written Department approval as per Section 5.B, Concessionaire shall execute a bond based on the schedule below:

Project Cost	Requirement	Bond Provision	Bond Criteria
In excess of \$25,000.00	Payment Bond	Guarantees prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers performing said work; and	1. Concessionaire's contractor(s) as principals; 2. Executed by one or more corporate sureties authorized to do business in the State of Texas; 3. Written on forms approved by the Attorney General of Texas; and
In excess of \$100,000.00	Performance and/or Payment Bond	Guarantees the full performance of the work.	4. Conforms to applicable law, including the requirements of Chapter 2253 of the Texas Government Code.

1. In no event shall Concessionaire allow the imposition of a mechanic's or other lien on the Premises or Concessionaire's Improvements. In the event any lien for such work is filed, Concessionaire shall, within thirty (30) business days after receipt of notice of lien, duly discharge or contest the lien by posting a bond in the amount and in the manner prescribed by law.

2. In the event that the lien is not released and removed or bonded within thirty (30) business days after Concessionaire has received notice of it:

a. The Department, at its sole discretion, may take all action necessary to release and remove or bond the lien (without any duty to investigate the validity of it); and

b. Concessionaire shall promptly on notice, reimburse the Department for all reasonable sums, costs and expenses (including attorney's fees) incurred by the Department in connection with the lien.

## **SECTION 16. CONCESSIONAIRE'S EMPLOYEES**

A. Concessionaire's employees who come in direct contact with the public, so far as practicable and if required by the Department, must wear a uniform or name plate identifying him/her as an employee of the Concessionaire.

B. Concessionaire employees should exemplify hospitality, consideration and courtesy in all public relations.

C. Concessionaire shall provide training to every employee. Employee training shall include:

1. Orientation to the Department, the State Park System, the Park, and area points of interest to permit Concessionaire employees to reply adequately to inquiries from the visiting public;

2. Customer service and specific job or task training necessary to ensure job performance in a manner consistent with the protection and preservation of the natural and cultural resources of the Park; and

3. Preparations for communicating public information regarding the Park.

D. Concessionaire must conduct criminal history checks on all current and prospective employees. Current or prospective employees must be given appropriate written notice and the Concessionaire must secure employees' individual consent before conducting criminal history checks and disclosure of criminal history information. Evidence of criminal conviction or other relevant information obtained from criminal history record information, and/or failure by an individual to disclose arrest or conviction information to Concessionaire, must be considered by Concessionaire to determine whether the individual is qualified for continued or prospective employment. Criminal background check results shall be made available to the Department upon request. Concessionaire may not employ any person declared by the Department to be unfit for such employment or otherwise objectionable.

E. In accordance with Executive Order RP-80, issued by the Office of the Governor, Concessionaire must use the Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Concessionaire to perform work pursuant to the contract. This requirement applies only to employees hired between the start of this Contract and its conclusion.

F. Concessionaire should strive to maintain an alcohol and drug free workplace. Concessionaire shall provide educational programs for its employees to deter substance and alcohol abuse. The Concessionaire must immediately report to the Department any evidence of alcohol or illegal drug use by Concessionaire's employees on Department Premises.

G. Concessionaire will require its employees to observe a strict impartiality as to rates and services.

H. Concessionaire shall not employ Park's employees, volunteers (park hosts) and/or members of Park employees' families. Exceptions to the use of these individuals are subject to the written approval of the State Parks Director.

## **SECTION 17. NOTIFICATION AND COMMUNICATION**

A. Official notification shall be in writing and sent via certified mail, return receipt requested, or facsimile to the address of record shown in paragraph B of this section.

B. Whenever official or other notification is required or necessary under this Contract, it should be addressed as follows:

**1. If to the Park:**

Park Superintendent

**2. If to the Department:**

Texas Parks & Wildlife Department  
Business Management Section  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8086  
[LeasedConcessions@tpwd.texas.gov](mailto:LeasedConcessions@tpwd.texas.gov)

**3. If to Concessionaire:**

## **SECTION 18. INDEMNIFICATION**

A. Concessionaire shall DEFEND, INDEMNIFY and HOLD HARMLESS the State of Texas, its officers and employees, and the Department, its officers, employees, directors, volunteers, agents and representatives of the Department, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses including but not limited to attorneys fees and court costs, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to those related to personal or bodily injury, death and property damage, made upon the Department and directly or indirectly arising out of, resulting from or relating to the activities to be carried out pursuant to this Contract, including any acts or omissions of the Concessionaire or any officer, agent, director, representative, employee, consultant, subcontractor or supplier of Concessionaire in the execution or performance of this Contract. Concessionaire shall coordinate its defense with the Texas Attorney General as requested by the Department.

## **SECTION 19. GENERAL PROVISIONS**

A. Concessionaire shall comply with all applicable Federal and State laws and regulations and with all applicable laws, ordinances, and regulations of the county and municipality wherein the Park is located, including, but not limited to, those regarding construction, health, safety, taxes, food service, water supply, sanitation, use of pesticides, operational licenses or permits, and historic preservation.

B. Concessionaire agrees to use its best efforts in the promotion of the Park, the State Park System and the concession operation, to sustain and build Park visitation, and to provide a financial benefit to both parties. Concessionaire agrees to identify the Department in all promotional material in any way related to the Park after first obtaining written Department

approval for any advertising copy that contains the name or logo of the Department, Park or program. Department agrees to use its best efforts to promote concession operations through notices to visitors at the Park and in general through positive statewide promotion of the facilities.

C. The parties acknowledge and agree that the Department owns and retains all proprietary rights to Department program names, collateral materials and current and future logos. The Department hereby grants to the Concessionaire the right to utilize these intellectual properties in connection with the operation and marketing of the Park. Concessionaire shall not acquire any rights in Department's name, program names, collateral materials and current and future logos.

D. Concessionaire shall not limit, segregate, classify or otherwise discriminate in any way against any person because of race, color, national origin, sex, or religion.

E. This Contract cannot be changed, altered or amended except by the written agreement of the parties, or by rule or regulation promulgated by the Texas Parks and Wildlife Commission or Department. No employee of the Department shall have authority to grant either a temporary or permanent exclusion or exemption to any of the terms or provisions contained in this Contract.

F. No term or provision of this Contract will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Executive Director or his or her designee. Any Departmental written consent to waive or excuse a breach of a term or provision by the Concessionaire, whether express or implied, will not constitute a waiver of or excuse for any other different or subsequent breach.

G. Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Concessionaire shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Concessionaire's employees.

H. The Department may grant relief from performance of the Contract if Concessionaire is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Concessionaire. The burden of proof for relief based on force majeure rests upon Concessionaire, and requires a written request to be filed with the Department.

I. In the ongoing goal of providing the best possible experiences to State Park visitors, the Concessionaire agrees to attend and participate in education and training programs designed to provide greater awareness of the Department mission and State Parks Division's goals and initiatives. Participation in annual training and/or other designated programs is required for Concessionaires.

J. Headings or Section Titles are for convenience only and do not change or affect the language following.

K. Unless an applicable state statute or federal law establishes another procedure, the process provided for dispute resolution in Texas Government Code, Chapter 2260, shall be used by the Department and the Concessionaire to resolve all disputes arising under this Contract to which this chapter applies.

L. This Contract shall be governed by the laws of the State of Texas. Venue is in Travis County, Texas for all purposes related to this Contract.

## **SECTION 20. CONCESSIONAIRE AFFIRMATIONS**

Concessionaire confirms and agrees as follows:

A. Concessionaire has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award, extension, or amendment of this Contract.

B. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq. the Concessionaire has not violated federal or state antitrust laws.

C. Concessionaire certifies that it is in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Concessionaire will provide information required by that section to the Department.

D. The undersigned certifies that I am duly authorized to execute a contract on my own behalf or on behalf of the entity listed below.

This Contract takes effect upon the last dated signature of the authorized representatives for the Department and the Concessionaire.

**(CONCESSIONAIRE NAME)**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
State Parks Division, Deputy Director Date

\_\_\_\_\_  
Owner Date

## **Texas Parks and Wildlife, Indian Lodge, Black Bear Restaurant Review**

*Presented to: David Kurtenbach, Texas Parks, and Wildlife*

*From: Fernando Saralegui*

*Cubop LLC*

*2204 Enfield Rd STE 113*

*Austin, TX*

*78703*

*Info@fernandosaralegui.com*

*512.560.1014*



# Black Bear Review Contents

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## Black Bear Review Introduction

Indian Lodge in the Fort Davis Mountains personifies the motto that TXP&W embraces, "Life is better outside." We agree, and the beauty of Indian Lodge is only enhanced by nature's backdrop & the beauty of the those Mountains. Those seeking to utilize the lodge come to "unplug" & "recharge" whether through hiking the nature trails, swimming amongst the backdrop of the mountains, sightseeing, or taking in the sunset from the lodge, they are there to commune with nature. While we found the Lodge to heighten that experience for guests, we also found a significant disconnect between the Lodge & the on-site dining option of Black Bear restaurant.

We have approached this report with some assumptions and one is that we are officially "in-season" and for the convenience of Lodge guests and campers, the Black Bear cannot close. Resources will be spent in the revitalization process, but can not be wasted. While the process won't be seamless, we hope that it remains organic and inviting to the Indian Lodge and Black Bear guests.



If our goal is to nourish then our approach needs to be holistic and wholesome. While our suggestions in this plan are comprehensive it is not a wholesale rejection of what the Black Bear has been and meant to diners, lodgers, and campers throughout the years. It is tradition, both inferred, practiced, and remembered, that we hope to invoke at every step and level of our suggested retooling of the Black bear.

A menu that speaks to place both with local and statewide ingredients while embracing the myriad ethnic influences (Six Flags), that created a robust lexicon in the State's cuisine, from campfire meals to Oktoberfest, ranch feasts to crawdad boils, and tamale/taco making parties to weekend tailgates, is our hope. Considering the name of the lodge research indigenous Indian dishes is not out of the question and could round out the suggested menu direction.

This is *not* an exercise in creativity, nothing needs to be invented or reinvented, it's all been written and engraved in Texan history and palates. Perhaps most importantly a familiar menu of classics has our Texan visitors at "hello" or "howdy" and for out of state and international tourists it confirms the lore of all Texas means to us all. It's what they expect and reinforces and confirms expectations.

The existing menu derives its direction from the back of a refrigerated eighteen-wheeler and has taken the "menu on menu" strategy to mean make no effort to be inspired by the robust, historic, cultural, and hearty flavors that make the Texan menu so enjoyed across the state. The use of crossover items is always considered smart but not if the result is greasy and bland. If visitors do indeed want a monochromatic menu of burgers, chicken, fries, and beverages they can find it on the highway to and from the park.

Like the menu the interior is sterile and we have addressed that as well. Most of the suggestions are cosmetic and affordable. The more robust suggestions are a result of new meal periods and equipment that will

bring with them corresponding increased receipts. Again, suggestions can be phased in as new menus, meal periods, and events are brought online.

No presumptions are made about the existing staff. Our approach is always to reverse engineer. Starting with the menu. The menu will decide everything. The existing informality of the Black Bear suits our suggested approach and a staff that can bring professionalism and hospitality to the floor should be welcomed.

### *Competitive Landscape*

A thorough survey of surrounding communities, both restaurants and shops was made. The surrounding landscape doesn't have or serve as specific a clientele as the Indian Lodge; outdoors, hiking and families. Thus the competition leans on full-service meals with high-end concentration of bespoke wine lists and cocktails. Depending on the town;

Marfa: high end with some high-end shops

Ft Davis: very approachable and fine casual

Alpine: varied, very much a full-time community, and less focused on tourism.

The upside to this along with the Indian Lodge's location is very little competition. If The Lodge caters to its demographic there is no reason to leave the mountain and if Black Bear and the Lodge successfully curate events on the MT, they will attract business from campers and RVers on the MT and event-goers from the surrounding area.

Please review the report and we are ready to distill and refine it. Once the basic approach is agreed upon a schedule for the transition can be considered.

## Black Bear Staffing

The overwhelming impression observed at Black Bear was a lack of leadership. There wasn't a motivational aspect to the entire experience and this, in a naturally inspiring corner of Texas, in a building that deserves its place as a National Historic Landmark? The observed reason for this is the entire staff's divorce from their surroundings and no leadership pointing it out for inspiration. They have their backs turned to all that would, could, and should motivate them. This leadership vacuum is evident everywhere within Black Bear, the menu is moribund and does not reflect any of the inspiration the Ft Davis area is ripe with and for which Texas is nationally recognized.

Black Bear has no direction and thus nothing about it is motivating to staff or guests. My best guess is the chef runs the program if there is a prescribed program? However, the chef does not seem motivated to motivate - even himself. While the pandemic has not been kind to the industry with long periods of no clients and strained budgets, it is beyond time to get back on the horse. Recently the industry and travel have both made a comeback with the great outdoors leading the way. However, in our meetings with staff, both in the restaurant and in the Lodge offices, vision and direction were absent. Again, leadership will be needed to get the Black Bear out of the woods.

Once goals and processes are decided upon, successfully navigating the transition will be a challenge. Current staff at Black Bear may want to stay and they should. What's being considered should be profitable for all, have guests leaving with a smile, and with a more streamlined service protocol. The transition of the program will be the most challenging period for staff retention. Transition structure is most important to minimize disruption, for a smooth introduction of new menu items, procedures, and meal periods, and to ensure the *assumed* goal of continued uninterrupted service at Black Bear.

Staffing hinges on menu, system, and policy. Service Should be designed around meal periods, menu, and style. Overall the style of service should remain fast-casual. The addition of meal periods and grab & go ask for

minimal staff increase with an average staff skill set. Additional meal periods and departments (Weekend dinner, picnic/hike boxes, events, and cocktail boxes) are designed for minimal staff interaction/participation (read: minimal service skills) other than a quick transaction and a smile.

### *Proposed Meal Periods*

Considered for meal schedules and formats.

- Grab and go boxes: B'fast tacos, picnics, and happy hour appetizers. These are picked, bagged, and charged at the front counter. With self-serve canned and bottled drinks, plus a self-serve coffee station. Available all day.
- Breakfast: Every day but Sunday. Starts early at 7:00 am with grab-and-go only and menu breakfast (8:00 - 11:00 am) sit down with a menu of basics with Black Bear twists.
- Lunch menu not in grab-and-go: overlaps with breakfast starting at 11:30 am until 3:00 pm.
- \*Family Dinner: with set menu Thursday-Saturday 5:00 - 8:00 pm. Diners will be served until 8:00 pm.
- Sunday Brunch (9:00am-3:00pm), with grab and go available 8:00am to until close. This will be an amenity used by travelers heading home and preferring meals in their car.

### *Meal Periods*

- Grab & Go breakfast 7 a.m. Mon. - Sun.  
Black Bear full-service breakfast 8 a.m. - 11 a.m. Mon. - Sat.
- Black Bear full service lunch 11:30a.m. - 3p.m. Mon. - Sat.
- Black Bear Dinner service 5p.m. - 8p.m. Thurs. Fri. Sat.
- note: To consider: A late diner could be at their table until 10:00pm  
Black Bear Sunday Brunch 9a.m. - 3p.m.

\*Last to be brought online in transition, read: not right away. Weekend family dinner, designed to have a family-style approach to tables with set menus and only minor choices for dietary suggestions. Soup/composed salad, entree with one or two alternatives to meet dietary restrictions. Entrees can be served as a single (or two) family platter, suggestions below with the host serving portions to the party and a dessert. Think Thanksgiving.

With the changes being considered staffing disruption is to be expected. After some consideration, some current employees may walk away. We won't need a large staff but we should cast a wide net.

The structure is important to know what you are looking for. The aforementioned lack of leadership is at the top of the list. While I have witnessed chefs run whole restaurants from behind the stove, they're not easy to find.

To be considered to attract quality staff from out of the area, housing. Staff interns: housing/motor homes, campers.

#### *Project coordinator*

An invested existing hotel/park team member needs to oversee the entire process. Not knowing protocol. A candidate on the ground that has impressed is Wanda. Observant, measured, and insightful.

#### *Positions*

- The Black Bear kitchen: The chef as envisioned in this plan, will be juggling many formats and will need to focus on coordination and follow-through while new menu items, meal periods, and processes are brought online. Whoever is a "chef" or kitchen manager should remain focused on the back of the house (BOH).
- Kitchen consulting chef would make sense to build out a new menu and systems to organize the entire kitchen from recipes, order forms, budget, and prep, to staff needs and job descriptions. I have a strong candidate in mind.
- Kitchen Staff / will need to be cross-trained, prep, and final preparation to plate or box. This group will need to cover new extended hours, however, boxed meals and snacks can be prepped ahead of use and stored to make long hours of grab and go possible without kitchen staff. This group doesn't necessarily need strong culinary skills/experience but does need culinary interest, basic cooking knowledge and knife and equipment skills.
- The Black Bear reception/retail/cashier counter: This is an opportunity to develop another "manager" to focus on Front of House (FOH). This position

needs excellent “people skills” along with strong organizing abilities with management and some accounting experience. All floor staff should be deputized as junior reception assistants to cover all hours. This position continuously coordinates the FOH and manages the floor staff. During off hours after lunch service, this position also can work with a skeleton staff keeping things neat, stocked, and put away after closing.

### *Staff search*

As discussed the net can and should be cast wider than one might think especially for kitchen and floor managers. With an “order at the counter” program, servers need not be pros, just pleasant, approachable, and competent. Using a 51% rule in interviews, a perspective team member needs to be pleasant, neat, agreeable, articulate, and available. These attributes can't be taught. The BB system should be simple and menu approachable, full of favorites all servers can riff on. Most important is a put-together appearance (our uniform will help here) and servers who are a bit OCD; everything is clean and in its place and all closing paperwork is accurate.

A concise employee handbook that is tested is important. Both policy and procedure with complete menu info, including beverages. A team can't be expected to perform if they don't know what's expected.

Not knowing what TXP&W wage guidelines are, Tips should be pooled to the entire house, including all employees in the kitchen. Everyone has skin in the game.

### *Recruitment*

- Hospitality job site *Poached*
- Advertise for job fairs locally within the triangle of Ft Davis, Marfa, Alpine, and out to Balmorhea and Marathon
- Local community colleges
- CIA / San Antonio and Texas A&M (These could be great partnerships)
- Future well-developed (summer?) internships for hospitality students across the nation and even internationally. Not as far-fetched as it may seem.
- I have a strong relationship with the Chaplin School the hospitality program (top-five ranking in the US) at Florida International University. They have



many extension programs for students including staffing for their education partner Carnival Cruise Line.

### *Training*

Once menus and meal periods are agreed upon, preliminary workflow next steps for all changes need to be articulated in a manner that is step by step and easy to comprehend, all incorporated in a succinct (evolving) service manual.

### *Retention and Esprit de Corps*

- CCC Kitchen Garden - Black Bear Kitchen Garden is a Black Bear staff bonding space, community outreach program, and produce source in the spirit of CCC at TXP&W.

### *Team Building*

The Black Bear staff involved in the building, growing, and sourcing of produce their own will pay dividends in camaraderie while bringing a further understanding of the Lodge's CCC history of self-reliance and craft while providing fresh and innovative ingredients for Black Bear salads. The garden will also get Black Bear staff outside (other than smoking a cigarette) to appreciate why the Lodge exists.

### *Community Outreach thru Education Programs*

Local schools (elementary, high school, and college). A program/curriculum can be developed to bring students up to the Lodge on a schedule to garden, while older students could participate in a design/build/plant program. Perhaps there's an AG program locally? Alpine has a community college and TXP&W being a respected and admired state department one shouldn't rule out getting Texas A&M involved.

### *The CCC Garden*

An herb garden to start. Herbs can make a simple house salad (and we'll sell pounds of them) sing with the addition of multiple soft herbs, eg dill, flat-leaf parsley, cilantro, tarragon, and hard herbs would come into use for the family-style dinner program, eg thyme, rosemary,

Simple greens from bib lettuce to arugula would be next as the base of Black Bear salads and hearty greens as well, chards to kale to be used in both salads and dinner service sides.

Keeping the program simple to start focused on salads and greens that could be tossed about the Black Bear menu (read: sandwiches) would also create a value that creates downward pressure on food costs.

Black Bear / Indian Lodge Growth

### *Uniforms*

Uniforms are important for myriad reasons and in Black Bear's relationship within the Indian lodge and Ft Davis Mt ecosystem (literally) even more so. Uniforms should (could) be a version of the park staff uniforms. Just as hotel reception/gift shop personnel currently wear TP&W uniforms.

Uniforms at the Black Bear will go a long way to connect the staff to the property and give agency to all. The concept is to create unity between the park's history, tradition, and pride of place with the staff and to reinforce the "brand" to all diners. But, more importantly, to unify the hospitality team with the greater park and property. This concept can be magnified by team-building events such as the Black Bear team working with lodge and park partners for Indian Lodge & Black Bear events and special programs such as the Indian Lodge & Black Bear school CCC greens and herb garden. Getting the staff out of the Black Bear for all ancillary Lodge events, BBQ, cocktail receptions, and music or poetry readings. The thought is to create an esprit de corps and pride of place for Black Bear 2.0.

What uniforms could be made up of? It can be a variation but must be carried through the entire staff. Current Ft Davis park staff and Indian lodge staff uniforms are a starting point. The khaki and forest green color-way is perfect. The entire team (this includes the kitchen) could wear khaki pants, tops could be short-sleeve, button-downs, or t-shirts (green or khaki), hats are encouraged, and sometimes legislated in food service and park caps in green or khaki would work. Suggested is that all staff wear park aprons that can be ordered in park green with TXP&W patches and useful pockets for checks and pens and in the kitchen thermometers and tongs. The uniform would also

contribute to the atmosphere of the Black Bear dining room. The whole uniform from the waist up can be sold in the gift shop.

## Black Bear Menu

A menu is the core of any eating establishment: a diner, four stars fine dining, food truck, or the corner mom and pop shop. The menu does not have to be fancy but it has to be *good* and if possible encompass an identity that defines one's meal and experience. As noted in our intro, Ft Davis Mountains, Indian Lodge, and campgrounds are an escape used by people from Texas but also from across the country to unwind, commune with nature, and recharge. The Black Bear experience on every level is a complete disconnect from these visitors' goals.

Food is cultural and has a story to tell so our menu ideas are hewn closely to Texan Southern and German roots and Tex Mex. Outside of this purview the menu also acknowledges that it's 2022 and some who choose the Lodge are health and sustainability-conscious, and the menu makes sure it caters to these guests as well.

The menu at Black Bear has left much to be desired. It has no identity and is essentially only chicken and ground beef and cooking is essentially limited to heating frozen items and pre-prepared items (ie pre-breaded chicken fried steak). Salads is only a salad bar with stale supermarket items, even before the pandemic salad bars have been deemed unsanitary.



While an analysis of the menu seems a reasonable request, it has no real redeemable features. The one bit of cooking that should be acknowledged is the desserts made by one of the servers. While they show some skill and care they're not well-conceived with a few too many shortcuts, but as you proceed

in developing Black Bear 2.0, that staff member could be trained to handle a modest baking program.

It has been suggested for economy to consider a menu-on-menu approach to menu development, which is a well-known and used axiom in all restaurants. The current regime did use this approach, however without creativity and innovative use and reuse this approach can become a death spiral where the team continues to narrow the shopping list, including more pre-prepared items thinking your saving on labor and taking quality control out of the formula.

The caveat is while saving money on more and more pre-made items, the approach makes a uniform and frankly boring menu that in the Black Bear's case is also less and less palatable, without creativity, and needs minimal kitchen staff management. Read: lazy. One can point to the COG as an effort to save money, however, that overlooks that a proper menu on menu approach is quite economical without needing to be dumbed down. The result is a dull menu of poor quality and that is no way going to create word-of-mouth excitement about the Black Bear in nearby communities and Ft Davis Mt camping sites that are at capacity almost year around.

It's as obvious as buying whole bone-in chickens butcher the bird for breast meat that is pounded to create two servings per breast, pulling the rest of the meat for a soon to be a famous chicken salad with local pecans, taking the bones, and the day's vegetable and aromatics, add water and put on a pot for gallons of chicken stock for the week's soup special and as the base to innumerable sauces. What you gain is, nine or ten portions/plates, soup, and sauces all for the price of a *chicken*. The caveat, in this instance, is it takes planning, recipes, cooking skill, systems, and perhaps most importantly management to create a kitchen that hums along, it's a constant process.

Note: this is not a proposal for any sort of upscale or trendsetting menu, but the Black Bear restaurant can be fresh, distinctive, healthful, and perhaps most importantly tasty, crave-able, and all well priced. While there might be a learning curve for your regulars and perhaps a drop off in sales initially we think a dynamic approachable menu that has many new sub-categories and meal periods will soon eclipse current dining room sales, perhaps with only a

minor increase in labor costs mostly for expanded meal periods and service, which by definition will increase sales

The Region's town's menus, markets, and shops demonstrate the available product is infinite. We surveyed the area to observe other restaurant menus, take-out shops, grocery stores, and gift shops to see what was on offer. The restaurant menus were varied from basic to sophisticated. We also researched what available raw ingredients were available, including local CPG including Pecans, spice mixes, jams, and hot sauces. What we found is that availability would not limit what can be conjured for the Black Bear menu or shops.



*Starting with the most basic segments that are missing from the Black Bear's offerings.*

### *Grab and go*

A robust menu of picnic-style boxed items, from sandwiches and chips and fruit to charcuterie in a box; pita, hummus, tabouli, veggie box; cheese plate box, and more. Some will pick these up for quick hiking snacks and some will pick them up and engage in the new BYO alcohol rules to have mini satellite

happy hours in their rooms or the many courtyards and seating areas throughout the property while creating another mini-meal period.

If marketed a concise bespoke picnic box menu could be another income stream as guests drive up the hill to the über successful Star Date Star Parties at the McDonald Observatory.

A deep dive into healthy hiking packaged snacks would be a service to all visitors. When it becomes easier to shop these items at the Black Bear vs going down the hill to Ft Davis the Davis Mountain visitors will choose the former.

Grab and go will dictate much and needs to be reverse-engineered.

Menu > Packaging > refrigeration / furniture

Packaging needs to be: efficient, recycled, coordinated, attractive, and well priced, the menu must come first.

What could other meal periods and services be? We all agree that not providing dinner for guests who might want to stay on-premise and enjoy the natural and architectural beauty of the lodge and its surroundings and vibe is a lost opportunity and a disservice to guests. The transition back to dinner service might be slow, but it needs to happen.

### *Dinner scope*

Dinner three days a week, Thursday, Friday, and Saturday

To keep quality consistent as well as not challenge staff we are not proposing anything sophisticated. Consistent with TXP&W ethos of outdoors and family, a family-style three-course meal with perhaps a vegetarian option would be the menu on an evening with the menu changing each night (suggested menu items will follow). Each menu's first course would be the first and second course, think salad, soup, or variation for the table followed by an entree/veg combination, followed by a dessert for the table. The single menu approach will create kitchen efficiencies, easy to replicate, and easy to serve while giving the dining room an air of conviviality reminiscent of a summer camp for families.

Question? Why not have dinner on Sunday? The idea is that weekend visitors most probably travel home that evening and that an extended brunch on

Sundays could be a more lucrative use of resources while getting staff home early on Sundays. The usual breakfast service and picnic choices grab and go would be available early morning, along with Sunday brunch the Picnic Box program should be stocked by the kitchen for guests who may want grab-and-go for drives home.

With the lack of atmosphere in the Black Bear, there is no reason to be constrained by the existing dining rooms while building out new events scheduled. Some seasonal, others weekly, some nightly. Luckily the Lodge has a multitude of alternate outdoor seating areas for a meal or a drink.

Weekends are a great opportunity for scheduled dining events. Black Bear dining events schedule is an opportunity to create ancillary meal periods and income streams while attracting outside communities (Ft Davis, Alpine, and Marfa) as well as area campers all of which should be marketed to as Indian Lodge starts new traditions. Without going into too much detail these are our thoughts. These ideas will take time to develop and should be tried and phased in appropriately.

Note: All of these events should be part of local and state-wide marketing programs.

#### *Happy hours using the Lodge courtyards*

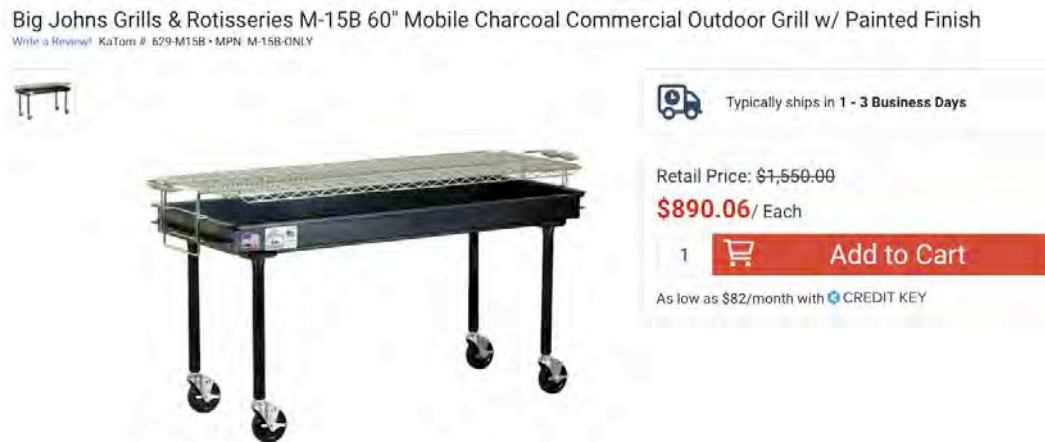
Leveraging the outdoor spaces built into the lodge for convivial gatherings of lodge guests. Guests can pick up appetizer boxes to enjoy with their adult beverage in these tranquil spaces that could be augmented with single artist acoustical music and promoted in all guest information promotions.





### *Weekend pool grilling parties*

Weekend Black Bear burgers, hotdogs, elote pool parties. Great grills for these outdoor events are available for reasonable prices or sponsors.



Cheap and cheerful with a full garnish bar. Could also be a taco bar.  
Off the second-floor porch. Maybe an easiest first event, manned by one grill cook and a waiter. With a suggested point of sale (POS) (to follow), all transactions can be handled outside.



### *BB-Q first Thursdays (or maybe more) Live fire events*

A year-long celebration of TX BB-Q, from brisket and/or whole pig, monthly or bi-monthly state-wide guest pit-masters (cobranding!). Invite Texas' amazing BB-Q community to "guest chef" as a guest of the state, and maybe award each participant with a TXP&W/CCC/Indian Lodge certificate to acknowledge their participation in a most honorable Texan history.

Idea: there is a family-run BB-Q welding business in Lockhart, TX that creates magnificent smokers and grills, Mill Scale Metalworks. We envision a program that is a partnership with Mill Scale that creates an Indian lodge / Black Bear invitation to Black Bear Q as a prestige event. BB-Q sponsor for free/ discounted equipment and marketing

### *Beverage*

As part of the grab-and-go program, beverages can play a useful dynamic, and profitable role. Along with the obvious Sodas, Gatorades, and water the market is blowing up with interesting functional beverages. From fruit and vegetable smoothies to kombucha. These are great for hikes and nature walks.

### *Spirits*

Our understanding is that a BYOB program is being introduced to the Indian Lodge property. Not knowing the parameters of this policy change how should Black Bear leverage this new program. The most apparent are the above introduced happy hour hors d'oeuvres boxes. The same line putting together Black Bear picnic boxes would develop boxes for happy hour imbibers. Charcuterie and cheese boards for wine drinkers and microwaveable nacho boxes for beer and margaritas, for example.

Not knowing the breadth of this policy change, if it were possible for Black Bear to sell alcoholic beverages a full bar of canned products can be curated to offer excellent variety and value for the Black Bear guest, and virtually all of it is produced in Texas! Beer is an obvious starting point with the Lone Star state's strong artisan beer game, from there canned wine, yes it's a thing, and TX has over 500 wineries. Hard cider? Yup, Texas has a creative industry, and yes it's canned. Cocktails? Canned cocktails might be TX's strongest suit with brands like Ranch Rider leading the way.

If in-house sales (pilot program?), were allowed a comprehensive adult beverage list could be developed, all in cans! Why cans? The most difficult aspect of any beverage program is quality and inventory control. Between waste, theft, and spillage a beverage program can lose up to 25%. With cans inventory is plain, over-pours don't occur and there is no "spillage". This program can be almost 100% automated and take the human element out of the formula. The truth is anyone can buy these items in Alpine, Ft Davis, or Marfa and now bring them "on campus". These sales can significantly buoy the bottom line, including the extra insurance.

## Black Bear Menu Ideas:

This section is menu *ideas*, more for direction than specific dishes. A starting point for your team to consider, pick favorites and direction. After a consulting chef/kitchen manager comes on board with your thoughts about the direction, an actual transitional and goals menu can be drawn along with all supporting elements; recipes, inventory list, and prep lists. Existing Melmac plates and flatware are cute and kitschy. They work for me. Plastic jewel tone reusable water glasses would be a perfect partner.

Kid's version of many of these dishes would be easily included.

Again, this can't be addressed until menu ideas are vetted by the TXP&W, Indian Lodge, and Black Bear team.

### *Grab and go*

Breakfast Tacos, with vegan and veggie options

Frittata, side salad

Quiche, side salad

Sandwiches, side salad

Frito Pie

Deviled Eggs

Hard-boiled egg, side salad

Crudite (Radish, jicama, carrot, peppers...Dips: herb citrus in yogurt/sour cream

Kolaches

Yogurt cups granola

Nuts / mixed berries

### *Breakfast*

Eggs

Omelets

Toast, French Toast

Pancakes, waffles

Chicken and waffles

Bacon  
Granola, yogurt, cereals, oats  
B'fast juices  
Eggs over Chili Relleno  
Fries eggs & Grits ala Diablo

*Lunch / Everything served on TX toast, including a burger with exceptions.  
Black Bear will have a handful of house-made condiments from chipotle crema  
to Sriracha mayo that will give all offerings proprietary zing! (more below)*

Soup of the week/ TX toast and salad  
ex: Gazpacho/summer, Tortilla Soup winter

*-All sandwiches come with a small garden salad*

Burger, beyond burger, w/pimento cheese, green chile crema

Patty Melts

Grilled Cheese mini-menu

Club sandwiches/BLT

Muffuletta (use ingredient for charcuterie board) with Muffuletta bread

Salmon, taco, burger, fish cakes

Fried Chicken sandwich

Chicken Salad sandwich

Egg Salad sandwich

Frito Pie

Po Boys

Tacos: Fish/shrimp, chicken or grilled squash, shredded cabbage slaw, jicama,  
lime, avocado chipotle crema

Nachos

Quesadillas

Queso (old school)

## *Salads*

Composed Salad (small grab and go)

Iceberg Wedge salad, croutons, Maytag blue cheese crumble, blue cheese dressing, and toasted spicy pepitas

Mexican chopped taco salad garnished with crispy tortilla strips and toasted spicy pepitas

CCCamp Salad: Watermelon, roasted corn, cucumber, jalapeño, red onion, Mexican queso fresco, garden greens, mint, and lime vinaigrette, crispy tortilla strips.

Latin (West Texas) Caprese, Marfa tomatoes, Mexican queso fresco, Basil, Mint, and lime vinaigrette.

Traditional Elbow Macaroni Pasta salad

## *Family Style Weekend dinners*

*Every dinner table: Lazy Susan w/ Piccalilli, pickled carrots, celery, jicama....*

*Three courses, soup or salad, entree with one or two sides, dessert*

### *Dinner menu ideas*

Pork Schnitzel

Chicken fried steak with egg

King Ranch casserole

Steak frites w/ salsa verde

Blackened redfish/Gulf Seafood to consider: Trout, catfish, redfish, shrimp,

Grilled oysters three ways (also a happy hour box idea)

Pot Pies

Mexican Cazuela Birria

Fried Chicken

Green Pork Tortilla stew

Chile relleno.

Bangers and Mash

Kielbasa Mixed german sausage plate)

CCC Texas chili bowl, topped with cheddar and tortilla strips

Chicken Stew pulled Chicken / Fresh Vegetables / Tomatillo Salsa / Steaming Broth / tortilla strips/ Cilantro / Lime Wedge

(winter if available) Game, rabbit, venison, quail, duck...

*Sides, these ideas can accompany a lunch sandwich, be a course of family dinners, be a part of a composed picnic box, or evening appetizer boards.*

Elote

Charro beans

Pimento cheese

Biscuits

Fried green tomatoes

Cold bean salads

Pepitas

Green beans and almonds

Mixed grilled sausage

Roasted Gulf oysters. butter/salsa/pico

Seared shishito peppers/ sea salt.

Old bay fries w/side sriracha aioli

Mashed potatoes "mashers"

Cuban black beans

TX Red Charro beans

Chips and dips: sikil, guac, queso

Fried okra FRESH!

Jalapeño corn/grits bread

Hard-Boiled Eggs

Deviled Eggs

### *Desserts*

Local pies, cookies, ice cream, cobblers, Tres Leches, rice pudding, churros and chocolate, Mexican conchas

### *Homemade condiments (sample)*

Chipotle mayo

Beet ketchup

Chow chow

House pickle program

House slaw, onion/ bacon jam, sauerkraut

Dinner lazy Susan, Piccalilli at every table, carrots, celery ....

Chipotle crema dressing/Citrus Cilantro Dressing

Green and Red salsas

### *Weekend Public Parties*

BBQ brisket and/or whole pig with condiments and tortillas  
Burger, hotdog, elote pool party

*TX canned Bar, no bartender/ easy inventory, zero waste. These also can be free marketing collabs*

Canned cocktails, Ranch Rider  
Canned Beer, myriad TX brands: Austin Beer Works  
Canned Cider: Austin East Ciders  
Canned wine myriad TX brands  
Canned water, Rambler, Rain Water  
Fresh Lemonade  
Lemon cucumber water @ check-in

### *Market*

Use local products and companies for value and PR: sell in the gift shop  
Pecans  
Coffee  
Pickled okra  
Jams  
House Pickles  
Crafts  
Lotions  
Suntan.  
Bandanas  
T-shirts  
Walking sticks  
Day packs and canteens





## Black Bear Room Design

The beautiful craftsmanship throughout the lodge is evident on the walk up to Black Bear as one passes the enchanting inner courtyard, up the stairs, and opens heavy wood hewn doors into a charming vestibule finished out with more split and waxed wood, you open the two substantial doors to enter the dining room - and, it's over. You've walked into a sterile fluorescent-lit room and an atmosphere as institutional as a hospital cafeteria. The only saving grace or reminder of what the room is missing is the window view looking out to the beautiful hills and sky and a WPA mural on the opposite wall.



Indian Lodge and Ft Davis Mt's identity should be felt within the space, articulated through the menu, and actualized by the staff to produce a well-rounded experience for the guest. With the work that has to be done throughout Black Bear, it would seem, that the priority needs to be the space (dining room) itself, read the first impression. The beauty, integrity, and history throughout the lodge and its spectacular surrounding environs demand continuity in the Black Bear experience and with all its shortcomings, the room is the first omen of mediocrity to come.

Where to start? We're not suggesting a renovation, but much should be done. The good news, the kitchen and its ancillary equipment (Walk-in refrigerators, stoves, and stove tops) have all the utility and firepower needed and the staff should be commended that all appeared clean and well maintained. Many of

our interior suggestions are a big bang for the buck, easy to accomplish, and many go hand in hand with new product and meal period suggestions.

As it stands on top of the sterile, either end of the room is a cluttered mess of piling on one thing after another, in front of one another, and side by side, over time. Both ends of the dining room need to be rethought and organized and prioritized by meal period, menus, and job function.



### *Room cosmetics*

This is the easy and inexpensive part.

*Lighting:* Not having gone into the ceiling, we guess that the ceiling lights are fluorescent and un-dimmable. The color temperature of the light needs to be warmer and traditional fluorescence aren't dimmable.

The solution? Gels. Lighting gels are used in the theatre every day and gel comes in rolls with rectangles cut to fit the ceiling light translucent panels. Fluorescence sleeves are also an economical solution that is wrapped around the tubes themselves.

Alternate, at a small investment, is replacing the fixtures with dimmable incandescent tubes with the gain of dimmers for customizable light levels.

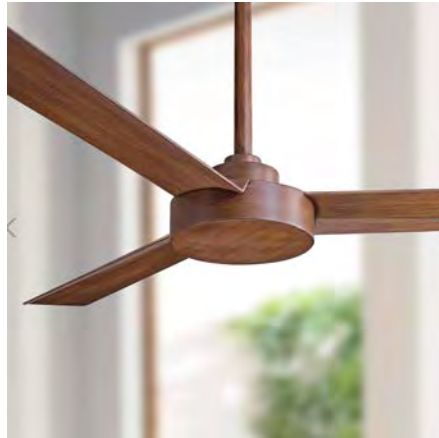


*Sconces* Much of the lodge's distinctive design features are wooden. Six or eight replica era craftsman sconce would create more warmth as well as create a visual line around the room helping create a cozier atmosphere



*Sound* When at Black Bear there is a jarring din, conversations across the restaurant and the kitchen can be heard. Music has a huge impact on a room's atmosphere and Texas has a huge and varied music catalog with so much character to help emphasize the Texan traditions that Indian Lodge is about. Music also helps cover the echo noise of the restaurant's comings and goings.

*Fans:* A few well place fans can lower the ceiling line and create coziness along with air circulation. Picking fans with natural wooded blades can also contribute to trying to achieve the wooden warmth the Lodge exudes.



*Plants:* Well-placed clusters of west Texas indigenous plants will bring the outdoors inside. Mostly agaves, perhaps a paddle cactus, and Texas Red Yucca or two. These are also low maintenance. Large terracotta pots and pot drip plates will add more warmth





### *Nominal investment*

#### *Entrance reception/cashier:*

This area has the potential to be the center of the proposed grab-and-go program, whose success should quickly pay for infrastructure. Starting with a blank slate, the vision is part reception, part dry and refrigerated grab and go, refrigerated drinks from waters to functional beverages, ordering and check out. Think the entire counter at Starbucks or a well-curated grab and go at an airport. This can be bought from a restaurant supplier, perhaps find secondhand or fabricated specifically for our menu, and another opportunity to bring handsome wood details into the Black Bear.



The first step should be a complete analysis of menu and meal periods proposed with a rollout schedule that keeps Black Bear open through the transition process. The menu is first and will dictate all needs from equipment to staff. Grab and go could be designed and produced within existing infrastructure and that along with minor interior updates and existing staff in new TXP&W uniforms (to follow) will telegraph changes with a clientele along to change staff attitudes.

The service being proposed is to have most items/meals ordered at the reception counter. Grab and go and do just that, have their purchase packed or thrown into a back-back and on their way. Breakfast and lunch will be ordered and paid for upfront with a number given to the guest who then seats themselves and their meal will be brought to them. If guests are in a hurry a bar height table and stools can be located between the reception grab-and-go counter and the dining room proper.



The idea of bringing in a grab and go automated order system streamlines FOH employee numbers and for a consistent guest experience. The guest can open the menu on their phone, pick their meal selections, pay and the meal is on the way to their table. Add ons at the table are ordered in the same manner. All staff would be versed in the whole process to help anyone thru what is a very simple app process. Besides the obvious streamlined advantages, the system lets the cashier and ancillary employees be gracious and available to guests.

The front reception grab-and-go counter can be custom-made. Many firms have modular programs to custom design for a given client's menu, process, and sales goals. This can be discussed once goals are committed to.

### *Point Of Sale*

<https://pos.toasttab.com>

In the instance of Black Bear, we recommend a cloud-based system called Toast. Toast has many beneficial features. One of the benefits of a cloud-based system is that it does not require the user to be on-premise to access reports, it even supports mobile devices. This allows the user to access menu, labor, inventory, and sales reporting in real-time from any location. Summary emails are available every day which allows management to track important metrics such as food cost reports and inventory availability.

Another great feature that would benefit Black Bear is the *Toast* hand-held devices. For example, a server can take a guest's order, and process the payment poolside, or in the courtyard and have the order routed directly to the kitchen or the chef manning the grill with his/her hand-held kitchen device. This helps streamline outdoor service, boosting both the guest's experience and overall sales.

Another great capability of *Toast* is that it offers online ordering that routes orders directly to the kitchen and processes payment. This alleviates the server or cashier from having to re-enter orders and taking payment from guests. Looking toward the future, the system also can generate in-room dining orders (room service). This feature functions much like the online ordering process as it sends the order directly to the kitchen and processes the payment. The only addition is that it includes a room number so that staff can deliver said order to the proper room and helps provide yet another amenity for guests.

*Toast* also has QR code ordering capability that allows menu view, order, and pay functions all from a smartphone. Allowing ordering ahead from room, car, or tent!

The system also can collect guests' analytics. It can provide data that informs Black Bear of a guest's most frequently ordered menu item, when they last dined at the restaurant, and provide birthday and anniversary dates helping the staff to deliver a more personalized dining experience at Black Bear.

Overall the system helps management facilitate accurate reporting that helps boost sales, aids in inventory processes, streamlines service, and helps ensure guest satisfaction.

### *Kitchen Entrance Service Station*

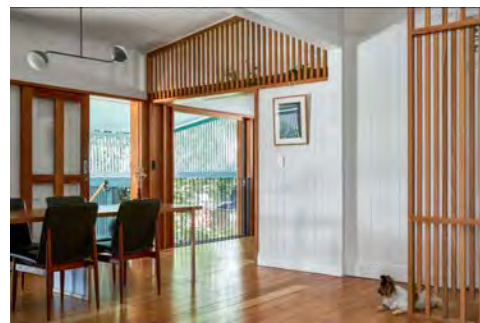
As it stands now this area is a cluttered eye sore that has appliances piled on service stations that have contradicting purposes, along with a cashier stand, soda and coffee station, and what appears to be employee storage?

This puzzle is going to take some thought to sort through. Concentrating first on the above-prescribed reception area with much of what is in the kitchen entrance moving to this area when practical and possible, ie all beverages.

The rear kitchen area needs to be taken apart and relocated when possible.



existing



proposed style

As meal periods, and service process' evolve this area can be redesigned in a streamlined manner. In the interim, a screen could be designed and built to separate these BOH operations from view, while also adding added warmth to the room. Observed is an existing wooden screen in the center of the rear area, expanding that across the room, floor to ceiling, will "screen" all functional development out of sight while having open areas left and right for egress and adding another layer of the Lodge's craft wood to the room. Overall the idea is to bring as much of the Lodge's character into the Black Bear space. Without an actual renovation, these add-ons are meant to retain the spell that is the Indian Lodge and Ft. Davis Mt.



## Black Bear Marketing, Events, Partnerships

*From a marketing point of view, there is no other word for the lodge's efforts than, ironically, "sleepy".*

### *Co-Brand: Easy place to start*

The popularity of Indian Lodge and the Ft Davis Mts is known across the state and that is a major leg-up on any learning curve for this project's marketing plan. "Brand-rub", is the idea that all entities or products are brands and in a  $1+1=3$  formula their association with each other can create an exciting sum greater than its parts. We believe Fort Davis Mt, Indian Lodge, Black Bear, and perhaps most obviously Texas Parks and Wildlife have surplus capital of branding synergy to share with other TX brands (and perhaps out of state brands) that is going drastically under-realized.



As mentioned earlier a perfect example that is already a reality is Rambler, TX, mineral water, and TXP&W. Every 24 pack has the logo on the side of the box highlighting a donation to TXP&W, however it feels like an endorsement. Each partnership brings awareness to whomever and whatever TXP&W within its purview, wants to highlight with each campaign. Because the TXP&W identity or presence has a surfeit of goodwill across the state, it gives it an upper hand where marketing partners will take on the investment of a marketing program, and again where ever the partner invests TXP&W gets upside. Example: Ford could do an F150 Lightning add in the Ft Davis Mts with TX and National exposure, and not so far-fetched, the Ford F150 *King Ranch* trim is one of their best sellers!

This along with more traditional to cutting edge outreach, from flyers and press releases all over the southwest TX communities from Balmorhea to Terlingua, to active Instagram and Tik Tok, accounts trumpeting the lodge and its events, all will bring locals, statewide and national attention.

*Collab candidates to start*

Mill Scale: BBQ fabricators, Lockhardt

Rambler: Mineral water, Austin

Austin Beer Works: Austin

Titos Vodka: Austin

Wine for the People, Rae Wilson: Dripping Springs

*Note: TXP&W partnership protocol needs to be reviewed. Including if spirits or wine partners can do one-off "tasting" events?*

## **Black Bear Future Growth**

These projects can create added revenue, community outreach, and increase staff buy-in.

### *Start Big!*

In our meeting with senior staff, Jeff had mentioned developing the downhill side of the Lodge property for various uses. Perhaps a natural amphitheater could be a versatile tool for a multitude of events and including daybreak yoga? A grass, caliche, stone, and succulent crescent facing the grand valley floor would be magnificent.

While perhaps seeming like a disconnect, think of a baby version of the Hollywood Bowl, whose concentric circle band shell was designed by Frank Lloyd Wrights Jr. (same era as CCC 1927-28). The Hollywood Bowl had humble beginnings, has grass-tiered seating areas where families put out their blankets and picnic under the stars during concerts, and has been used for multiple events including daybreak Easter service.

Indian Lodge Bowl could be a wonderful and lucrative draw for music, CCC history lectures, weddings, and yes those daybreaks and sunset yoga classes. Visitors have been going beyond the Lodge up the hill to McDonald Observatory Star Parties and spreading their blankets for decades, why not at the Lodge? BBQs and picnic boxes would be best sellers. This is not so farfetched a goal and would certainly be an attraction and great press.

### *Music*

Texas is known for a lot of things and at the top of that list is music. As varied as its food. From singer-songwriters to Texas two-step and mariachi to country-western. The opportunities are endless. Artists will want to play "The Lodge". Depending on the event some could be free of charge, with Black Bear Live Fire grills selling as fast as they could grill. Start small. There are many great outdoor spaces to build this program

Use existing outdoor spaces patios, courtyards, and even the parking lot! Develop new outdoor spaces with a music performance in mind. Texas is known for its unique music offerings and a series of Texas music artist performances perhaps acoustic (Texas unplugged?), from singer-songwriters to mariachi could bring in overflow crowds.

CCC Garden & Greenhouse

Farmer's market days

Private events in all outdoor spaces

Weddings

Massage Thursdays: In-room, poolside, or upstairs assembly room?

Holiday Tamale classes Thanksgiving thru X-mas

Family event schedule: from kite flying to bug safaris

*Gift shop (swag store)*

In our tour of the West Texas region every town had two or three shops that leveraged the tourist need to take something home! Marfa being the epicenter of hip meets sustainable, meets purchase.

Indian Lodge has not leveraged what it could sell; all in a sustainable way, while providing a service to its guests and anyone traveling through the Ft Davis Mountains.

The list is long. Besides the obvious granola bars, T-shirts, and water (which can all be improved), there should be modern water canteens, bandanas, shawls, all sorts of caps, children's amusements, maps, books, local sundries i.e. jams and hot sauces, and even baby succulents, of course, sun block, and eventually a west Texas art gallery. All possible! This is just a start and already an improvement.

## **Black Bear Conclusion**

We believe retaining Black Bear as an internally run operation offers guests a better value, a more organic experience, and honors the integrity and history of Indian Lodge, while embracing the TXP&W message of all that is meant with “Life is better outside”.

What we have outlined is a way to improve service standards, create an affordable and crave-able menu, introduce new guest services, and improve overall revenue. With new outlets such as the Grab & Go amenity, and thoughtful events, like weekend bbq parties, courtyard events, and a marketing campaign that highlights all the fun new changes, a likely increase in sales is sure to help reconcile the effort it will take to keep Black Bear an in-house operation.

It also provides the opportunity for Texas Park & Wildlife to hand-pick their talent, and retain existing staff. With new restaurant procedures and team building efforts you can build a program and staff that honors the history of the lodge, embraces the ethos of the park, and helps to sustain the future of Black Bear. More important it will be noticed by guests.

In addition, phasing in new project goals, such as dinner service, and special events helps to keep the staff engaged and invested in the success of Black Bear.

The next phase is to establish an action plan, create & implement policy standards, and train staff.

- The order with which the report should be considered is first and foremost menu direction.
- After inter-department discussion, we suggest a chef/manager consultant to lock down initial menu ideas and recipes, ordering forms, and a reorganizing of all kitchen storage and equipment to facilitate new menu and approach.
- During this process dining room adjustments and decor can be implemented while initiating job search for our two key employees.

- Simultaneously work flow, tech and equipment needs can be sourced while employee handbooks that include menu descriptions are composed.
- During this time test events of should be organized and run. Example: test appetizer boxes for courtyard happy hour and perhaps picnic to-go boxes for hikers. Super simple and get some feedback.
- Dining room reorganization can be done step by step without disruption.

There is much to consider and our hope is that Texas Park & Wildlife embraces the opportunity to improve and hold onto Black Bear as a homegrown establishment.

While this document fulfills the initial obligation of the agreement I want TXP&W to know I am available for all follow-up, and introductions, and do everything I can to help realize a Black Bear restaurant that not only serves but delights.



Space name	Purpose/Description	Notes
Front desk, gift shop area	Room containing guest check-in area and gift shop. Combo of staff use and public access area.	Original section of lodge
Hallway 1	Hallway connecting front desk area to 3 office spaces and bathroom behind it. Ends in storage closet.	Original section of lodge
Back Office	Office area behind the front desk's back wall. No door; it's open to the hallway. No storage closet in this room.	Original section of lodge
Clerk's Office	Next door down the hall, medium sized office. Has storage closet.	Original section of lodge
Bathroom	Small bathroom with door, opening off the hallway.	Original section of lodge
Restaurant Mgr. Office	Last door off of hallway, to the right. Smaller office, includes closet.	Original section of lodge
Closet	At end of hall.	Original section of lodge
Boiler Room	Includes HVAC, domestic hot water and pool boilers. Connected to boiler room office on one side, door overlooking pool on other side.	Original section of lodge
Boiler room office	Desk space, open shelving for supply storage, some internet wiring. Opens from an ice machine niche downstairs outside of admin offices, and connects to boiler room and storage area. Just inside downstairs entrance. This is a storage room with locking door.	Original section of lodge
Boiler Room Area storage		Original section of lodge



Lobby Area Courtyard	Up a short flight of stairs just beyond the above-listed offices and Assembly Room. Includes a wishing well, seating, outdoor fireplace and small water feature under a pergola.	Original section of lodge
Historic Lobby w/entryway	Opens off patio courtyard, from balcony above the pool and from a single door on the courtyard side. Original woodwork in interior, some original furnishings. Two fireplaces, one of which is operational.	Original section of lodge
Women's restroom- lobby	Up a flight of stairs immediately beyond its door, which faces the lobby. Small sitting room area before entering space with toilets and sink.	Original section of lodge
Women's restroom supply closet	Small supply closet with shelving off the sitting room area of the restroom.	Original section of lodge
Family restroom-lobby	Across from the single-door entryway to the lobby. No stairs, roomy single restroom.	Original section of lodge
Crow's Nest	Up a flight of original stone stairs behind the non-functional lobby fireplace. Low head clearance warning. Medium-sized room with seating and overlook windows on 3 sides.	Original section of lodge
Lobby patio	Broad covered patio, with seating, outside the lobby on side opposite courtyard. View looks down the canyon.	Original section of lodge

Administrative Office	Entrance doors off a lower balcony overlooking the pool. Also originally connected to lobby by a set of stairs descending near the lobby restrooms. Those stairs are now blocked off by a barrier on the lobby side. Large room with stone flooring and original wood pillars similar to lobby. Non-operating fireplace.	Original section of lodge
Assembly Room	Large meeting room, across the walkway from front desk and offices. Two entry doors opening from outside.	1967 addition
Assembly room closet space	Storage space runs the breadth of the room, from doors opening off the room at one end.	1967 addition
Ice room	Accessible from an interior door near the south entrance to the Assembly Room. Includes sink and ice machine. This room has a door connecting to the dry storage room for the restaurant.	1967 addition
Restaurant Dry Storage	May be entered through a door off the main parking lot or from the ice room interior. Includes shelving and lower end of restaurant dumbwaiter.	1967 addition
Restaurant Boiler Room	Entrance through door off main parking lot, next to dry storage door. Shelving, with boiler area in rear, for restaurant hot water.	1967 addition

Hall 2	Upstairs from the courtyard, includes foyer for restaurant with restrooms. Has a door on either end, one of which is intended as accessible entrance, with ADA parking just outside.	1967 addition
storage/chaseway	Plumbing access room with a shelf for cleaning supplies, between the two restrooms.	1967 addition
Restaurant area public restrooms	Men's and Women's restrooms with multiple toilet stalls, on either side of chaseway across from restaurant public entrance.	1967 addition
Black Bear Restaurant	Dining area with point of sale desk, wall mural and windows with view. Staff service counter and kitchen with commercial equipment. Small restroom and pantry inside, chilled food storage just outside the kitchen in a gated , covered area with entrance off the parking lot. Front of house approximately 1120 sq ft, back of house approximately 924 sq ft with 392 sq ft counter and drink station and 532 sq ft of kitchen space. Max occupancy is 84 individuals.	1967 addition
Pool	Fenced area includes 20x40 ft pool and kiddie pool, 10 ft. diameter. Large deck area for furniture, 2 gates. One is off the parking lot, intended as accessible entrance.	1967 addition
Landscaped courtyard	Between lower 200s and upper 300s room blocks. Has walkways connecting to parking and the pool gate.	1967 addition

Maintenance room	Medium-sized room that opens off the courtyard.	
Laundry Building	Outside the lodge area, this is located down the hill near the base of the entrance road up to the lodge. Includes 3 commercial washers, 3 commercial dryers and a folding table in a central room. There is a storage room with shelving on either side. There is a small bathroom off the main room.	1967 addition
Guest Rooms: 39 Total	* There are housekeeping storage rooms in each room block and ice machine niches for 200s and 300s. Also storage room known as the "kiva" with entrance below the stairway to rooms 122-24.	
Rm. 110	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 111	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 112	Historic Section room. Sleeps 2. King bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 113	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 114	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge

Rm. 115	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 116	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 117	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge
Rm. 118	Historic Section room. Sleeps 2. King bed. Includes bathroom with tub and showerhead.	Original section. *Some accessible room features / parking.
Rm. 119	Historic section room. Sleeps 4. One full bed, one sofa bed. Includes bathroom with tub and showerhead.	Original section. *Some accessible room features / parking.
Rm. 120	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge. Stairs up to this section.
Rm. 121	"Executive Suite"- historic section room. Sleeps 6. Two double beds, one sofa bed. Includes sitting room and bathroom with tub and showerhead.	Original section of lodge. Stairs up to this section.
Rm. 122	Historic Section room. Sleeps 2. King bed. Includes bathroom with tub and showerhead.	Original section of lodge. Stairs up to this section.
Rm. 123	Historic section room. Sleeps 4. Two full beds and a sitting area. Includes bathroom with tub and showerhead.	Original section of lodge. Stairs up to this section.
Rm. 124	Historic section room. Sleeps 2. One full bed. Includes bathroom with tub and showerhead.	Original section of lodge. Stairs up to this section.

Rm. 220	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition. * Some accessible room features/ parking
Rm. 221	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition. * Some accessible room features/ parking
Rm. 222	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition
Rm. 223	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition
Rm. 224	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition
Rm. 225	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition
Rm. 210	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition
Rm. 211	Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.	1967 addition

Rm. 212                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 213                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 214                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 215                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 310                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 311                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 312                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 313                      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room.   1967 addition

Rm. 314      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 315      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 320      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 321      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 322      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 323      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 324      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition

Rm. 325      Standard room. Sleeps 4. Two queen beds, bathroom with tub and showerhead. Closet with clothing rod is open to the room. 1967 addition