



Amendment No. 1
to
Contract No. MA 8600 NA 160000073
for
South Austin Tennis Center Management Services
between
Rippner Tennis, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective 4/1/2019 through 3/31/2022. One 36-month extension option will remain.
- 2.0 The total contract amount is increased by \$153,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 4/1/2016 through 3/31/2019	\$0.00	\$153,000.00
Amendment No. 1: Option 1 – Extension 4/1/2019 through 3/31/2022	\$153,000.00	\$306,000.00

- 3.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.


Sign/Date:

 1/7/19

Printed Name: Aubrie Rippner, President
Authorized Representative

Rippner Tennis, LLC
4625 Trail West Drive
Austin, Texas 78735

Sign/Date:


Printed Name: Lynell Goodin-Brown
Title: Contract Management Supv.

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

March 15, 2016

Rippner Tennis, LLC
Aubrie Rippner Parsons
4625 Trail West Drive
Austin, TX 78735
brie@rippnertennis.com


Dear Ms. Parsons:

The Austin City Council approved the execution of a contract with your company for South Austin Tennis Center Management Services in accordance with the referenced solicitation.

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Lonnie Lyman
Department Contact Email:	Lonnie.Lyman@ausintexas.gov
Department Contact Telephone:	(512) 974-3921
Project Name:	South Austin Tennis Center Management Services
Contractor Name:	Rippner Tennis, LLC
Contract Number:	MA 8600 NA160000073
Contract Period:	4/1/2016 – 3/31/2019
Dollar Amount	\$153,000
Extension Options:	Two 36-month extension options
Requisition Number:	RQM 8600 15091000510
Solicitation Type & Number:	Request for Proposals (RFP) TVN0056
Agenda Item Number:	27
Council Approval Date:	2/25/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,



Sandy Brandt
Senior Buyer Specialist
City of Austin
Purchasing Office

cc: Lonnie Lyman, Parks and Recreation Department
Pat Rossett, Parks and Recreation Department

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Rippner Tennis, LLC
For
South Austin Tennis Center Management Services
MA 8600 NA160000073**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Rippner Tennis, LLC ("Contractor"), having offices at 4625 Trail West Drive, Austin, Texas 78735.

On September 28, 2015, the City issued a request for proposals, RFP TVN0056, for the management and operations of South Austin Tennis Center, located at 1000 Cumberland Road, Austin, Texas 78704. On February 25, 2016, Austin City Council authorized negotiation and execution of a contract with Rippner Tennis, LLC.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Aubrie Rippner Parsons, Phone: (512) 466-1044, Email Address: brie@rippnertennis.com. The City's Contract Manager for the engagement shall be Lonnie Lyman, Phone: (512) 974-3921, Email Address: Lonnie.Lyman@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

The Contractor shall operate and manage South Austin Tennis Center ("Facility") in a manner consistent with its use as a tennis facility and in accordance with the Operating Policies for Municipal Tennis Centers ("Tennis Policies", Exhibit A) and the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. The City reserves the right to revise Tennis Policies as needed. In the event of such revisions, the City will notify the Contractor in writing no later than 30 days prior to the Tennis Policies' effective date. The Contractor shall adhere to any and all revisions of Tennis Policies, unless other arrangements are mutually agreed upon in writing by the Contractor and City's Contract Manager.

2.1 Programming.

2.1.1 The Contractor shall offer the tennis and/or tennis-related programming at the Facility described in Exhibit B. Programming may include but is not limited to group lessons or clinics; private lessons; leagues; cardio tennis workout; drop-in programs; tournaments; camps; junior programming; senior programming; and mixers. Through its programming, the Contractor shall make reasonable efforts to maximize the utilization of Facility courts during hours of operation, and the Contractor shall make programming available for diverse skill levels, ages, and populations. With prior written approval from the City's Contract Manager, the Contractor shall modify programming to meet customer needs, the City's needs, and/or as demand dictates.

2.1.2 The Contractor may enter into third party agreements with schools or other community organizations to enhance programming offered at the Facility.

2.1.3 The Contractor shall obtain prior written approval from the City's Contract Manager if changes are made to the programming or associated fees described in Exhibit B.

2.1.4 Programming fees shall be consistent with industry standards and/or tennis facilities in the area; fee increases may not exceed 10% of the Contractor's prior year fees.

2.2 Services, Merchandise, Concessions, and Other Activities.

2.2.1 The Contractor shall provide the tennis and/or tennis-related services, merchandise, concessions, or other activities at the Facility described in Exhibit C. These may include but are not limited to racquet stringing; ball machine rental; tennis equipment, attire or other accessories or merchandise; food, beverages, or other concessions.

2.2.2 The Contractor shall obtain prior written approval from the City's Contract Manager if changes are made to the services, merchandise, concessions, and other activities described in Exhibit C.

2.2.3 Fees shall be consistent with industry standards and/or tennis facilities in the area; fee increases may not exceed 10% of the Contractor's prior year fees.

2.3 Customer Service.

2.3.1 The Contractor shall conduct the customer service and sensitivity training for staff and any new hires described in Exhibit D and will create an open, positive and inviting atmosphere that provides opportunities for new players and opportunities for growing the game of tennis.

2.3.2 The Contractor shall maintain the written procedures for resolving customer complaints described in Exhibit D.

2.3.3 The Contractor shall monitor customer reviews of the Facility, conduct quarterly customer service surveys and provide survey results to the City's Contract Manager at quarterly evaluation meetings as described in Section 2.13.

2.4 Marketing, Advertising, and Promotional Activities. The Contractor, at its sole expense, shall make reasonable efforts to market, advertise, and promote the Facility to maximize its utilization in accordance with the plan described in Exhibit E.

2.4.1 The Contractor shall create and maintain a website to promote and communicate Facility activities and/or other tennis-related information with the community.

2.5 Operations/Facility Management.

2.5.1 The Contractor shall develop Facility policies and procedures in coordination with the City's Contract Manager and maintain written documentation of the policies and procedures on-site.

2.5.2 The Contractor shall manage and maintain records of court usage, court reservations, and payment of court fees at the Facility according to the Tennis Policies.

2.5.3 The Contractor shall, at minimum, maintain the hours of operation stated in the Tennis Policies. The Contractor may operate the Facility outside of the hours stated in the Tennis Policies with prior written approval from the City's Contract Manager.

2.5.4 The Contractor shall charge court fees in accordance with the Tennis Policies.

2.5.5 The Contractor shall make a maximum of five tennis courts available for lessons and/or clinics seven days a week from opening to closing.

2.5.6 The Contractor shall offer patrons a user-friendly online court reservation system.

2.5.7 The Contractor shall ensure that operating hours, programming, services, and fees are posted in a conspicuous location.

2.5.8 The Contractor shall provide all equipment necessary for the operation of the pro shop.

2.5.9 The Contractor shall utilize a computerized cash register system.

- 2.5.10 The Contractor shall be responsible for any and all debts incurred by the operation of the Facility.
- 2.5.11 The Contractor shall allow no liens to be filed against City property.
- 2.5.12 The Contractor shall report to the City's Contract Manager via email any incidents or injuries involving Facility patrons within 24 hours after occurrence. Reporting of incidents or injuries shall adhere to the City of Austin Parks and Recreation Department's Forms S-0011 or S-0012 in Exhibit F.

2.6 Facility Improvements.

- 2.6.1 Improvements to the Facility will be at the sole expense of the Contractor and the Contractor shall not make any Facility improvements without the prior written approval of the City's Contract Manager. Improvements already approved by the City are described in Exhibit G and are subject to the City's written notice to proceed.
- 2.6.2 At the City's request, the Contractor shall submit a Facility Improvement Plan describing the type of improvements to be made and start and end dates for the improvements.
- 2.6.3 The Contractor shall have the right to remove any of the Contractor's personal property from the Facility upon the expiration of the Contract. Any and all fixtures located at the Facility shall remain the property of the City. The term "fixture," means goods that have become so related to particular real property that an interest in them arises under Texas real property law and the term "personal property," is defined as any type of property that is not real property or a fixture.
- 2.6.4 The City reserves the right to require the Contractor to restore the Facility to its original condition at the Contractor's expense.

2.7 Facility Maintenance and Repairs.

- 2.7.1 The Contractor shall maintain the fenced-in area and area within 20 feet of the Facility clean and free of debris as defined by the City.
- 2.7.2 The Contractor shall ensure the Facility is clean and neat in appearance as defined by the City.
- 2.7.3 The Contractor shall provide all custodial services and supplies for the Facility.
- 2.7.4 The Contractor shall utilize green or sustainable cleaning products as defined by the City in the sanitation of the restrooms and common areas.
- 2.7.5 The Contractor shall promote environmental stewardship by developing and maintaining a recycling program at the Facility subject to approval of the City's Contract Manager. The City will provide trash and recycling pick up services and court trash receptacles.
- 2.7.6 The Contractor shall maintain the tennis courts and Facility in good repair as defined by the City.
- 2.7.7 The Contractor shall notify the City's Contract Manager of needed repairs or replacement of City equipment beyond routine maintenance within five business days of discovery.
 - 2.7.7.1 The City will replace and repair court nets and windscreens.
 - 2.7.7.2 The City will make repairs to the lights, building, courts and fences.

2.8 Facility Management Transition.

- 2.8.1 Upon termination or expiration of this Contract, and in the event Facility management is transitioned to another party, the Contractor shall work cooperatively with the City and any City-designated third party to transition Facility management. The Contractor shall plan, prepare for, and conduct the transition of services required under the Contract in accordance with a transition plan prepared by the City and submitted to the Contractor for input. The transition plan may include a description of the operations being transitioned; description of methods, procedures, and personnel the Contractor will use to perform the transition; schedule of transition activities; delineation of roles and responsibilities of the Contractor, City, and any party designated by the City; and/or any other information necessary to ensure the transition occurs on schedule and without disruption to operations.
- 2.8.2 Upon termination or expiration of this Contract, the Contractor shall remove business venture signage, take down website, and cease any other marketing, advertising, promotional, or other activities requested in writing by the City's Contract Manager.

2.9 Regulatory.

2.9.1 The Contractor shall fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Facility.

2.9.2 The Contractor shall secure any and all licenses, clearances, permits and other certificates necessary to operate the Facility as may be required for Contractor's lawful operation, use, possession and occupancy of the Facility.

2.9.3 The Contractor shall pay the cost of all license and registration fees and renewals.

2.9.4 The Contractor shall display all Facility-related licenses, clearances, permits, and other certificates in a conspicuous location at the Facility.

2.10 Health, Safety, and Security.

2.10.1 The Contractor's Contract Manager shall be certified for Cardiopulmonary Resuscitation ("CPR"), First Aid and Automated External Defibrillator ("AED") training and shall maintain such certification throughout the Contract term. The Contractor's Contract Manager shall provide proof of certification upon the request of the City's Contract Manager.

2.10.2 The Contractor shall provide automated external defibrillator AED training for all staff and provide training verification to the City's Contract Manager upon request.

2.10.3 The Contractor shall monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost associated for false alarms. The City will not be held responsible for any contents, merchandise or cash on-hand should a loss occur of any nature.

2.10.4 The City will provide security service for the building only.

2.11 **Utilities.** The City will pay all utilities (water/waste water, electricity, gas, telephone). The City will provide two telephone lines for the Contractor to conduct business. The Contractor may add telephone, TV cable or computer lines at its sole expense.

2.12 Court Fee Deposits and Recordkeeping.

2.12.1 The Contractor shall establish and maintain non-court fees collected at the Facility in a separate bank account controlled by the Contractor ("Contractor's Account"). The Contractor shall make weekly deposits of court fees into the City's bank account ("City's Account"). The Contractor shall be liable to the City for all court fees collected until such funds are deposited into the City's Account. The Contractor shall provide bank receipts of deposits, a record of court rentals and cash register reports to the City's Contract Manager on a weekly basis. At the City's request, the Contractor may be required to make additional deposits and submit additional reports related to fees collected at the Facility. The City will provide deposit slips for the Contractor to deposit all court fees into the City's Account.

2.12.2 Upon Contract execution, the Contractor shall develop and maintain a written cash handling policy subject to the approval of the City's Contract Manager.

2.12.3 The Contractor shall keep and maintain complete and accurate books and records necessary for the fulfillment of Contractor's obligations under this Contract in accordance with generally accepted accounting principles ("GAAP") consistently applied and in a form satisfactory to the City throughout the Contract term and for four years after expiration or earlier termination of the Contract. The Contractor shall keep and maintain books and records in sufficient detail to fully and properly document and account for all transactions which relate to the amounts reported to the City.

2.12.4 The Contractor shall utilize a computerized cash register system that records all sales or service transactions by category with all data necessary to provide the City with the information required in this Contract. The computerized cash register system must be equipped with tapes or similar records upon which transaction details are imprinted. Beginning and ending sales totalizer counter readings shall be recorded at least once every 24 hours or as frequently as the proprietary system will allow. Additionally, the computerized cash register system must be capable of proving that all transactions are recorded in a manner satisfactory to the City.

2.12.5 The Contractor shall provide to the City's Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to Facility income for each year and/or quarterly sales tax reports no later than 10 business days after written request by the City.

2.13 **Evaluations.** The City will conduct quarterly and annual evaluation meetings with the Contractor and provide written evaluations of the Contractor's performance based on information provided by the Contractor in these meetings. Annual and quarterly time periods are based on the "Contract Year", which begins on April 1 and ends on March 31 of the subsequent year.

The City will evaluate the Contractor's performance based on four categories: revenue, customer service, maximizing court usage, and programming. The Contractor will receive a "pass"/"fail" rating in each of the four categories.

Should the Contractor receive a "fail" rating in one or more categories, the Contractor may be offered the opportunity to make corrections at the discretion of the City's Contract Manager. The Contractor shall make corrections within 30 calendar days after the evaluation is completed. The Contractor shall provide a summary of corrective actions taken. For any corrections that could not be completed, the Contractor shall document reasons for incomplete action in the summary. The City's Contract Manager, at his discretion, may change the rating from "fail" to "pass".

2.13.1 **Revenue.** The City will review the Contractor's court fee revenue against a revenue target set forth by the City based on historic court usage at the Facility. To achieve a "pass" rating in this category, the Contractor must meet or exceed the revenue target. The City will establish quarterly revenue targets in November of each year. The annual revenue target ("Annual Target") is \$75,000.

2.13.2 **Customer Service.** At evaluation meetings, the Contractor shall provide the City's Contract Manager with customer service surveys, copies of any completed surveys, and social media reviews. If the City determines that the Contractor has demonstrated reasonable efforts to solicit customer feedback and has demonstrated reasonable efforts to respond satisfactorily to customer feedback and/or complaints, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.13.3 **Maximizing court usage.** At evaluation meetings, the Contractor shall provide the City's Contract Manager with daily court reservation sheets and documented efforts and/or plans for marketing the Facility. If the City determines that the Contractor has made reasonable efforts to maximize court usage, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.13.4 **Programming.** At evaluation meetings, the Contractor shall provide the City's Contract Manager with documentation on the types/levels and times of programs offered at the Facility; number of participants; responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties, such as local associations, groups or schools; flyers; or other programming information. If the City determines that the Contractor has made reasonable efforts to make programming available for diverse skill levels, ages, and populations and meet the needs of the community, the City's Contract Manager will award the Contractor a "pass" rating in this category.

2.14 **Productivity Award.** The Contractor is eligible to receive a Productivity Award at the end of each Contract Year if the Contractor receives a "pass" rating in the annual evaluation for all four categories described in Section 2.13.1, 2.13.2, 2.13.3, and 2.13.4. The dollar amount of the Productivity Award is based on court fee revenue and will not exceed \$15,000 annually.

The Productivity Award will be half of annual court fee revenue minus the Annual Target of \$75,000

Scenario 1: For the purposes of clarification only, if annual court fee revenue is \$90,000, then $(95,000 - 75,000) \times 50\% = (20,000) \times 50\% = \$10,000$. Therefore, the Productivity Award is \$10,000.

Scenario 2: For the purposes of clarification only, if annual court fee revenue is \$110,000, then $(110,000 - 75,000) \times 50\% = (35,000) \times 50\% = \$17,500$. The Productivity Award will not exceed \$15,000 annually; therefore, the Productivity Award in this scenario is \$15,000.

2.15 **Prohibited Activities.**

2.15.1 Non-tennis activities at the Facility are prohibited without prior written approval of the City's Contract Manager.

2.15.2 The Contractor shall not install any amusement devices at the Facility without the prior written approval of the City's Contract Manager.

2.15.3 Smoking is prohibited at the Facility. The Contractor shall post no smoking signs and enforce the no smoking policy throughout the Facility.

2.15.4 The Contractor may not use, nor allow any part of the Facility to be used for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Facility.

2.15.5 The Contractor shall not allow any of the following as defined by the City: defacing of the Facility; undue loitering; objectionable language; or outside storage on the property.

2.16 **Deliverables.**

Key deliverables to be provided by the Contractor include:

Deliverable	Timeline (completion date or frequency)	Acceptance Criteria	Contract Reference
Documentation on the types/levels and times of programs offered; number of participants(Performance Measures); responsiveness to customer feedback on programming; any partnerships and/or agreements with third parties; or other programming information.	Evaluation meetings Performance Measures due by 7 th of every month	"Pass" rating in evaluation form Monthly form	2.1, 2.13
Customer complaint resolution process	When changes are made to approved process in Exhibit D	Written approval	2.3, 2.13
Customer service surveys, internet reviews, and documented efforts to respond and/or resolve customer feedback and/or complaints.	Evaluation meetings	"Pass" rating in evaluation form	2.3, 2.13
Marketing plan	When changes are made to approved marketing plan in Exhibit E	Written approval	2.4
Daily court reservation sheets and documented efforts and/or plans for marketing the Facility.	Evaluation meetings	"Pass" rating in evaluation form	2.5, 2.13
Policies and procedures	Upon request	Written approval	2.5
Incident reports	24 hours after incident	Written approval	2.5
Facility Improvement Plan	Upon request	Written approval	2.6
Repair or equipment replacement request	Five days of discovery	Written approval	2.7
Deposit of court fees into City's Account; bank receipts of deposits; record of court rentals; cash register reports	Weekly	Written approval	2.12
Cash handling policy	Upon Contract execution	Written approval	2.12
IRS Form 1040, Schedule C	10 days after written request	Written approval	2.12
Insurance Coverages & Certificates	Within 10 days of expiration	Valid Certificates	5.1.1.2
Submission of City's Criminal Background Information ("CBI") forms.	Prior to first day of work at Facility	Written notification from the City of successful CBI	7.2.4

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$153,000 for the initial 36-month term, with two 36-month extension options in an amount not to exceed \$153,000 per extension option for a total Contract amount not to exceed \$459,000 for all fees and expenses. The breakdown of the total Contract amount is described in Sections 3.1.1 and 3.1.2.

3.1.1 The City will pay the Contractor \$3,000 each month for the fulfillment of obligations under this Contract ("Management Fee"). For any partial months, the City will pay a pro-rated Management Fee.

3.1.2 The Contractor may be eligible to receive a Productivity Award up to \$15,000 per Contract Year in addition to the Management Fee.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the delivery order number and the master agreement number, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 South Lamar Blvd.
City, State, Zip Code	Austin, TX 78704

3.2.2 The Contractor may invoice the City for the Management Fee by the 4th day of each month.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on April 1, 2016, ("Effective Date"). The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to two additional 36-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor 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.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days, Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days, Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days, Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit H. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2.4 **CBI.** The Contractor shall adhere to the Centralized Process for Conducting a Criminal Background Investigation: General Guidelines for Centralized Process ("CBI Process") as set forth by the City's Human Resources Department. The Contractor shall not allow any individual to begin work at the Facility until they have received a successful CBI rating by the City according to the City's CBI Process.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of

conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Right To Audit.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 Stop Work Notice. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Sandy Brandt

P O Box 1088

Austin, TX 78767

To the Contractor:

Rippner Tennis, LLC

ATTN: Aubrie Rippner Parsons, Contract Manager

4625 Trail West Drive

Austin, TX 78735

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner

not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to

replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 this document and Exhibits;

7.29.2 the City's Solicitation, RFP TVN0056 (Attachment 1);

7.29.3 the Contractor's proposal (Attachment 2).

7.30 **Interlocal Purchasing Agreements.**

7.30.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor

agrees to offer the same prices and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

7.30.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

RIPPNER TENNIS, LLC

By: Aubrie Rippner
Signature

Name: Aubrie Rippner
Printed Name

Title: President

Date: 3-11-16

CITY OF AUSTIN

By: [Signature]
Signature

Name: Sandy Brandt
Printed Name

Title: Senior Buyer Specialist

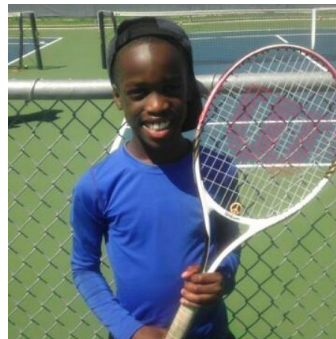
Date: 3/14/2016

List of Exhibits

Exhibit A	Operating Policies for Municipal Tennis Centers
Exhibit B	Programming
Exhibit C	Pro Shop Services and Fees
Exhibit D	Customer Service
Exhibit E	Marketing Plan
Exhibit F	Incident and Participant Injury Report Forms
Exhibit G	Improvements
Exhibit H	Non-discrimination Certification

Attachment 1 RFP TVN0056, Issued September 28, 2015

Attachment 2 Rippner Tennis, LLC's Proposal dated October 29, 2015



Rippner Tennis

Proposal for Management

South Austin Tennis Center

Solicitation Number TVN0056

City of Austin | November 5, 2015

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|A| Executive Summary

CONTINUING A TRADITION OF EXCELLENCE AT THE SATC

RippnerTennis is a female-owned, Austin-based tennis management company serving as the 'Pro Manager' of the South Austin Tennis Center (SATC) since March 2007. Through our **#RippnerLove community-oriented approach**, we seek to spread the love of tennis, health, and well-being to the Galindo neighborhood, South Austin, and Central Texas. Every #RippnerLove community event, program, and educational activity has the goal **of getting people of all ages on the tennis court, promoting healthy habits, and making tennis more accessible to more people**. We believe that the changes currently being made to our programming and outreach, as well as anticipated facility improvements and events, will usher a continued partnership of prosperity between RippnerTennis and the City of Austin. Our strong financial outlook, expanding program options for juniors and adults, and community-oriented approach will help the SATC become the standard-bearer for recreational facility management in Central Texas.

The first and foremost goal of the #RippnerLove campaign is to present a **friendly and welcoming atmosphere** to all that visit the SATC. We have invested heavily in our Pro Shop, including creating a lounge for social interaction outside the courts and a study area for our expanding junior population. We sponsor a number of play days and mixer events with local organizations like the Austin Tennis Club and the Austin Women's Tennis Association. Our Community Appreciation Day is a yearly free event with games, clinics, prizes, and social gathering. We want the SATC to be a gathering point for the Galindo neighborhood and the residents of South Austin.

While already experiencing strong growth in junior and adult programming, we always feel there is room for improvement. We are developing and implementing a marketing strategy with Center Court Marketing, an Austin-based marketing firm with over 20 years of experience in the tennis industry. Combined with our #RippnerLove campaign, we are developing a **marketing strategy that better connects with our neighbors and brings in a diverse new population of players**. Our website now helps generate approximately 15 new leads for junior and adult clients each month, and our Pro Shop helps clients find the right gear with demos, rentals, and competitive prices on racquets, apparel, re-stringing services, and health-conscious concessions.

Our #RippnerLove campaign is a **leader in charitable giving among the Central Texas tennis community**. We have donated thousands of tennis balls to Austin Pets Alive, the National Junior Tennis League, and Bailey Middle School. We provide hundreds of hours of free clinics and instruction through charitable auctions, free summer camps, and

site visits to Austin ISD schools for Physical Education classes each year. Finally, we have raised thousands of dollars for local and national organizations in need, including Survivors of Torture, Wounded Warrior Foundation, West Texas Disaster Relief, the Clinton Bush Haiti Fund, and the National Tay-Sachs and Allied Diseases Fund. We hope to continue our tradition of giving in the Austin community and have our #RippnerLove campaign be a model to other facilities around the metro area.

Since we already manage the SATC, RippnerTennis would incur no start-up or transition costs under the new contract. This places RippnerTennis in **the unique position of using revenues for improvements and programming instead of servicing debts and recuperating initial investments**. We are exploring the addition of a canopie over our hitting wall, extra bleachers for parents in the junior training area, and a viewing deck at Court 1 for the spectators of our growing tournament events. Building on the #RippnerLove promise to make tennis more accessible in Austin, we pledge 10% of Junior Program revenues to a special scholarship fund to help underserved families in South Austin afford tennis for their children. RippnerTennis expects strong, steady, and continued financial growth for the next 3 years.

In the past 3 years, our junior program at SATC has tripled in enrollment to an all-time high of 140 students. Under the guidance of Michael MacVay, the 2014 Capital Area Tennis Association's Junior Tennis Professional of the Year, we expect our junior program to compete with top programs in Texas and nationally. We recently established programming from beginning instruction through our United States Tennis Association (USTA) accredited 10-and-Under development center, to our new High Performance Academy for our most gifted students. Through our #RippnerLove scholarship fund, we will create **a junior development system that benefits all promising students in South Austin, with the ultimate goal of placement at top colleges and universities in Texas and nationally**.

RippnerTennis offers a diversity of adult programming to cater to all ages, skill levels, and playing interests. Beyond traditional lessons and clinics, we also provide unique tennis experiences like Cardio Tennis, taught by certified instructors and guaranteed to make our clients sweat. Our commitment to our client's health and well-being goes beyond the court, our #RippnerLove campaign recently partnered with local doctors to offer free skin cancer screenings. We are home to 14 different teams in league play, and we host a number of tournaments and play dates each year for local and national organizations like the Austin Tennis Club, Austin Women's Tennis Association, and the Gay and Lesbian Tennis Association. **We want the SATC to be a gathering point for social events, a facility for top-quality instruction, and a venue for top-level tournaments.**

RippnerTennis strives to make every patron's experience at the SATC a positive one. We recognize our responsibility to provide service to the community, and our success as a business depends on satisfied customers and an encouraging image. We view our position as a partnership between RippnerTennis and the City of Austin. We appreciate and share the City's concept for municipal tennis centers in Austin. It is with excitement that we offer our company's services and with respect that we request to continue a tradition of excellence in the Pro Manager position at the South Austin Tennis Center.



The “Wednesday Whackers”, a self-described ragtag group of friends that have been playing together at the SATC for 25 years

|B| Business Organization

OVERVIEW

RippnerTennis is a limited liability corporation registered with the Texas Secretary of State. RippnerTennis LLC was constituted with an S Corporation designation in January 2007.

RippnerTennis LLC
4625 Trail West Drive
Austin, TX 78735

South Austin Tennis Center
1000 Cumberland Rd
Austin, TX 78704

Federal Tax I.D.- 20-8290894

|C| Vision and Goals

OUR VISION

RippnerTennis is a community-oriented tennis management group. We offer high-quality tennis instruction in a welcoming atmosphere and provide a coaching staff with unparalleled expertise. Prominent in our mission is our #RippnerLove campaign, focused on community outreach and inclusivity. RippnerTennis strives to be the standard bearer for tennis instruction excellence in a public setting.

RippnerTennis will build on its already noteworthy reputation as the premier destination for public tennis instruction. Within the terms of the upcoming contract, we will expand our adult offerings to include a greater focus on physical fitness. Cardio tennis will play a large role in this initiative as well as engaging underserved populations that have limited access to physical fitness outlets. Speaking to our junior program, RippnerTennis will advance the #RippnerLove scholarship program (funded with 10% of junior program revenues each year) and bring more and more underserved students from the immediate neighborhood into the tennis pathway. Through the principles of #RippnerLove, we will continue to focus on community outreach, accessible instruction, and good health.

Goal 1: Ensure a friendly, welcoming atmosphere and playing experience at the SATC

RippnerTennis sees the South Austin Tennis Center as something more than a place to hit some balls and get some exercise. The SATC should be a point of pride and communion in growing South Austin. A strength of our #RippnerLove campaign, we strive to make the SATC a friendly and welcoming focal point in the neighborhood. Our player's lounge is a great space to talk tennis, take a break from the action, and meet like-minded individuals from around the city. The addition of a study area for students emphasizes our commitment to nurturing all areas of our developing youth. To truly build community through #RippnerLove, we plan to hold and encourage more adult mixers each month. A few local organizations, like the Austin Tennis Club and Austin Women's Tennis Association, already utilize the SATC for mixers, social events, and play days. By attracting inclusive organizations and groups to our facilities, we can continue to fulfill #RippnerLove and welcome tennis players from all backgrounds.

Goal 2: Help the community reach its fitness goals through programs and events.

According to the Center for Disease Control, nearly two-thirds of Texans are overweight (Body Mass Index score over 25). This staggering number was one of the driving forces in

our development of the #RippnerLove campaign. The availability of recreational facilities like the SATC can be a strong factor in helping children and adults be healthy and active. At RippnerTennis, we have already begun offering a Cardio Tennis program that mixes high intensity movement with traditional tennis instruction. We plan on using more funds to certify our coaches in Cardio Tennis and expand our fitness opportunities.

Goal 3: Attract more students from our neighborhood to the junior program.

Sports and other organized activities are a great way to galvanize a community and give its residents a point of pride. RippnerTennis seeks to tap into the students living in the areas surrounding the SATC for our junior program. We are currently working with Austin ISD as an approved off-site physical education facility. Also, Coach Mike (MacVay) is trained and approved to visit Austin ISD campuses for local instruction and classes.

We plan to continue to reach out to gym teachers at local schools like Galindo Elementary, Dawson Elementary, Zilker Elementary, and Becker Elementary. We will also keep working with the Galindo Neighborhood Association to provide a safe and nurturing outlet for kids in the neighborhood.

Goal 4: Hire a coaching staff with extensive playing and teaching experience at all levels.

RippnerTennis already boasts a former touring professional as manager in Brie Rippner and the Capital Area Tennis Associations 2014 Junior Tennis Professional of the Year running our junior programming in Michael MacVay. Our staff possess over half a century of professional instruction experience, and a few members of our senior staff have previously managed other tennis centers in Central Texas. Needless to say, we set the bar high with new hires.

As our junior and adult programming grow each year, we are in constant need of new coaches to fill demand. Most all of our group classes and clinics fill within an hour of opening, and most have waiting lists larger than the group participating. In order to attract top-quality instructors, we leverage local university coaches to help us find former collegiate players to fill our ranks. Further, we seek to employ experienced adult players with a vested interest both in our #RippnerLove campaign and the health of our junior tennis community.

We recently hired Connor Bond and Janie Nowland as Associate Teaching Professionals with our Juniors Program. Connor and Janie are former students in our program and returned to Austin after a successful college tennis career on scholarship at the Coastal College of Georgia and Arkansas State respectively.

|D| Operating Plan

OVERVIEW

RippnerTennis is dedicated to continually expanding our offerings under the #RippnerLove campaign through a wide variety programming intended to be inclusive of all ages and skill levels. We currently offer 4 different levels of junior programming, as well tournaments, summer camps, and physical education classes for Austin ISD students. Our adult programming allows clients to choose from traditional open play, private lessons and group clinics, and special programs intended to boost cardiovascular effort. We currently offer over 24 different clinics each week with most sporting a waiting list twice our capacity. RippnerTennis also partners with a number of organizations and businesses in Austin to provide our clients and students with special events and wellness checks next to the action on the courts. As we continue to see our programs grow (many are at maximum capacity!), our clients show us which offerings to expand through participation.

GENERAL HOURS OF OPERATION AND COURT FEES

RippnerTennis strives to maximize the opportunities for our clients and students to enjoy our facilities and all our programs have to offer. The South Austin Tennis Center, both the Pro Shop and courts are generally open the following hours:

Operational Hours:

Monday – Friday	7:00am – 10:00pm
Saturday – Sunday	8:30am – 8:00pm

Resident Court Fees:

Adults ages 18-61	\$4.00 per person
Senior ages 62+	\$3.00 per person
Junior ages 1-17	\$2.00 per person

Non Resident Court Fees:

No age distinction	\$5.00 per person
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Lesson Court Fees:

Junior Lessons	\$3.00 per hour
Adult Lessons	\$4.00 per hour

|E| Programs | Junior, Adult, and Partners

JUNIOR PROGRAMMING OVERVIEW

RippnerTennis views its juniors program as a complete educational experience for young athletes with tennis acting as a vehicle to impart skills for a lifetime. Our junior participants are students, not clients. Within this student/teacher dichotomy, we seek to guide their development through mentorship and commitment. Our coaches are guided by #RippnerLove and constantly thinking of ways to improve the on-court experience and give more children in Austin, regardless of background, the chance to experience tennis and overcome life's challenges. We've seen our junior programming participation nearly triple in the past 3 years from 50 students to a record-high of 140 this past summer.



Sofia Rangel at the South Austin Junior Open

Through #RippnerLove's educational approach to junior programming, we also seek to build a strong sense of community. We see the South Austin Tennis Center as a stable and nurturing place to foster capable young men and women. A tennis community comprised of young students growing into experienced players promotes loyalty and a sense of responsibility. We truly hope the #RippnerLove campaign creates a team of individuals who find as much, if not more, joy in the success of their classmates as they do in their own successes.

To provide a solid instructional foundation, RippnerTennis employs certified coaches who have shown a commitment to their craft through continued professional education and a dedication to developing the junior game. Our coaches implement the latest coaching methods tailored to the unique challenges of training young players. RippnerTennis holds accreditation as one of the few certified 10-and-Under training centers in Austin through the United States Tennis Association. The USTA also recently chose RippnerTennis and Coach Mike (MacVay) to hold a prestigious Early Developmental Camp at the South Austin Tennis Center.

To better serve the socially- and economically-diverse community in South Austin, RippnerTennis offers tuition breaks and scholarships to junior players needing financial assistance through our #RippnerLove campaign. We constantly reevaluate our tuition rates in order to remain competitive with similar after-school programs and provide programming to the growing youth population in Austin.

JUNIOR PROGRAM OFFERINGS

Junior Team Tennis | Team competition for all ages | \$60-\$120 per season

A central pillar to the RippnerTennis junior program is our involvement in the USTA's initiative to grow the game through team tennis opportunities. The South Austin Tennis Center is currently home to 14 different junior teams, the most in Austin! Since 2012, we have sent **5 teams to the Sectional Championships**, produced **4 local champions**, and **1 state runner-up**. Our junior teams comprise players from 10-and-Under tennis through 18-and-Under groups. Beginning players, advanced competitors, and everyone in between competes for RippnerTennis in this team format.

- Team Competition Available for Spring and Fall Seasons
- Friday "match play" practice from 4:30pm-6:30pm
- Weekend team vs team competition on Saturday and Sundays.

CATA
Presents

Junior Team Tennis
Pre-Season Mixer
St Phillips Pizza, Live DJ, Prizes
Bring a friend, meet someone new
Ages 11 - 14

Saturday
February 7th
6pm - 830pm

rsvp
smcmillen@austin.rr.com

Dive Right in ... to the Fall JTT Season

with CATA's Pre-Season Mixer
at South Austin Tennis Center
1000 Cumberland rd 78704

Drills and Games on Court #1
with Coach Mike MacWay

Pizza from Home Slice
Music and Prizes

Saturday
Sept 26th
7pm-9pm

Sign up with a doubles partner

*Please rsvp at smcmillen@austin.rr.com









South Austin Tennis Center | 1000 Cumberland Rd Austin Texas 78704 | 512-442-1466

Rippner Tennis host the Junior Team Tennis Pre-Season Mixer for all Austin area players





Junior Development | Beginners to Intermediate ages 11+ | **\$22.00 per class**

The Junior Development program serves as the succession-level for students exiting 10-and-Under tennis and for novice players age 11 and older entering the sport for the first time. Junior Development introduces the students to full-compression tennis balls and a full-length tennis court. Much like 10-and-Under tennis, the Junior Development program strives to build the tennis player as an athlete first with tennis as the instrument to accomplish this task. The coaches encourage students to establish and develop fundamental skills sets and spatial awareness. Junior Development students are further encouraged to seek competitive outlets for their training when the time is ready to witness the fruits of their labor.

- [illegible]

Junior Academy | CATA Gran Prix and ZAT Players | \$22 per class

The Junior Academy is for students who have shown both the excellent aptitude for the sport and are actively seeking greater challenges. While still not fully developed, these students have acquired all the basic elements necessary to compete on a regular basis. All students in this program compete at least once per month in USTA-sanctioned tournaments and have aspirations to pursue the sport to higher levels. We use a holistic method to train our academy students. Practice sessions begin with a dynamic warm-up and footwork exercises. The students then participate in a controlled, back-and-forth hitting session. Our coaches are able to see these students compete on a regular basis, so each practice session highlights the overall group needs as observed in formal competition. We work with our students to manage the emotional nature of the sport during match situations.

- Classes Available Spring, Summer and Fall
- Junior Academy Ages 11+ Mon-Thurs 4:30pm-6:00pm

High Performance Academy | Champ & Super Champ Major Zone Players | \$28 per class

The High Performance (HP) Academy is the pinnacle of our junior program and accepts only the most elite players in our system. As a consequence, this group has the lowest player-to-court density in order to allow our students the most room to perform. Students in this group are highly motivated and seek sectional-level rankings and college placement. Coaches work with HP Academy students to find the ideal college and speak with potential coaches at the university level. Our HP Academy has helped students secure spots on college tennis rosters across the country.

- Classes Available Spring, Summer and Fall
- High Performance Ages 11+ Mon-Thurs 6pm-8pm



HP Student Meredith Jackson



HP Student Diego De La Fuente



HP Student Ruthie McMillen



HP Student Kiran Topiwala



HP Student Keito Chiba



HP Student Sean Ichikawa

ADULT PROGRAMMING OVERVIEW

RippnerTennis provides a full-service experience for the adult members of our community. The adult program offers a welcoming and nurturing environment for players nascent in their experience with the sport of tennis as well as rigorous training for highly competitive players. Like our junior offerings, we take pride in our ability to provide a complete education. That is to say, RippnerTennis helps beginners and intermediate players with skill acquisition and also leads our students through the USTA competitive pathway. Our adult program truly functions as a holistic approach to instruction.

In addition to our several daily clinics, we offer a home for many USTA and Austin Tennis League (ATL) teams. Throughout the week and through the weekend, our courts are bustling with adult players testing their skills against their peers. The team environment allows the adult members of our community to experience unparalleled comradery and prove their might in stressful, character-building situation. At RippnerTennis, we enjoy seeing our players achieve new levels of personal growth and constant improvement. Furthermore, in the vein of community-building, we also offer monthly adult mixers that allow our players to participate in casual competition and commune over food and drink. One of our skilled teaching professionals facilitates these events and designs an entertaining, festive program for participants. Through team opportunities and frequent events like mixers, our #RippnerLove campaign seeks greater community attachment.

Lastly, we are fortunate that the many of our adult clients have volunteered their time and experience to mentor our young junior players and participate in practice sessions with our advance junior players. Nothing could be more enjoyable in seeing the buy-in that our #RippnerLove campaign has created. Truly, “it takes a village” and our adult community has accepted their role in the nurturing of the younger tennis generation.



ADULT PROGRAM OFFERINGS

Introductory Level 1.0 & 2.0 | \$15 per class or \$90 for 6 weeks

Introductory adult classes are designed to introduce adults to the game of tennis, facilitate the development of skills, the knowledge to play independently, and participate in recreational and competitive tennis activities. Joanne (Jo) Atherton heads our Introductory Adult Programming, with her unique talent to guide and nurture new players she has taken hundreds of players from beginners to league competitors. Jo is masterful at keeping things fun while communicating key knowledge about grips, swing mechanics, and strategy in a way that isn't overwhelming or intimidating to the new player.

Most adult students in the introductory level will range from having never picked up a racquet to having some experience with the game. The introductory classes are a gateway to a multitude of tennis activities offered at the South Austin Tennis Center. Our coaching staff do everything possible to integrate our new adult students into the tennis community, foster comradery, and instill a newfound joy in the game.

Intro Level 1.0 Class Schedule

- Mondays 8:00pm-9:00pm
- Thursdays 9:00am-10:00am
- Thursdays 8:30pm-9:30pm
- Saturdays 10:30am-11:30am

Intro Level 2.0 Class Schedule

- Mondays 9:00am-10:00am
- Thursdays 6:30pm-7:30pm
- Thursdays 7:30pm-8:30pm

Daily Clinics | \$15-\$28 per class

RippnerTennis offers a number of daily clinics on a “pay-as-you-go” basis. The classes are very popular with players of all skill levels. We currently offer over 20 daily clinics, 7 days a week, for 1.0 beginners to advanced 4.5+ players. Classes range from 1 to 2 hours and can accommodate 6-8 players per court. Our clinic format integrates instruction, fitness, and simulated game-play. We continuously evaluate and add to our clinic offerings based on feedback from our students. The majority of our daily clinics are full to capacity with an average of 4-6 people on the waiting list to get in each clinic. Needless to say, demand is high.

Daily Clinics Schedule

- 1.0 Intro Level Saturdays 10:30am-11:30am
- 2.0 Intro Level Thursdays 6:30pm-7:30pm
- 2.0-2.5 Level Wednesdays 6:00pm-7:30pm
 Thursdays 10:00am-11:30am
- 3.0 Level Saturdays 9:00am-10:30am
 Sundays 9:00am-10:30am
- 3.0-3.5 Level Mondays 10:00am-11:30am
 Mondays 6:30pm-8:00pm
 Tuesdays 7:30pm-9:00pm
 Wednesdays 9:30am-11:00am
 Thursdays 7:00am-8:30am
 Thursdays 7:30pm-9:00pm
 Fridays 10:00am-11:30am
 Saturdays 10:30am-12:00pm
- 3.5 Level Mondays 8:00pm-9:30pm
 Wednesdays 8:00pm-9:30pm
- 3.5-4.0 Level Tuesdays 7:30pm-9:00pm
 Saturdays 9:00am-10:30am
- 4.0 Level Sundays 9:00am-10:30pm
 Sundays 10:30am-12:30pm
- 4.0-4.5Level Saturdays 10:30am-11:30am
- 4.5 Level Tuesdays 8:00pm-9:30pm
 Thursdays 8:00pm-9:30pm

Private Lessons | \$45-\$75 per hour

Private lessons are a way to allow students to reserve a teaching professional for one-on-one instruction. Private lessons help players learn sound mechanics and fine-tune skills with undivided attention from staff. This personal service is highly in demand and requests for private lesson sessions currently exceed the availability of our instructors to provide this service. We keep an active waiting list, refer many requests to other public tennis center and do our best to accommodate as many customers as possible. To meet the high volume of requests, we are exploring innovative methods to accommodate more of the demand. For instance, one solution that has received traction is the concept of offering 45-minute lessons during peak volume times of day. This adjustment will allow more players to gain access to our teaching professionals. Additionally, we may designate certain times of day as solely available for group instruction. We want to create an environment that meets the needs of many instead of a select few.

In the spirit of #RippnerLove, our instructors receive complete autonomy to adjust their lesson rates for students that need financial breaks. Private tennis lessons are often a luxury at tennis centers and private clubs. We want the sport of tennis and, in particular, the practice of improving oneself through focused instruction to be an inclusive endeavor. Our sliding scale policy is an effort to achieve this mission.

Private Groups | \$10-\$37 per player per hour

RippnerTennis allows teams, couples, and businesses to participate in group tennis activities privately on dedicated court space. Private group clinics are a great way to reduce lesson costs while maintaining quality instruction. Our pros are available to help any team or organization wanting lessons and can be scheduled to meet the individual needs of your party. This service is very popular for league team practices and business team-building activities.



Noah Rippner feeding tennis balls to a group of students

2nd-Saturday Monthly Mixer | \$15 per player

One of the more festive activities offered through RippnerTennis is a monthly mixer on Saturday evening. These events strengthen community bonding via casual games and competitions. Led by one of our skilled teaching professionals, tennis mixers allow our adult players to experience a relaxed, collegial atmosphere and share memories over food and drink. Tennis surely is a sport of skill and improvement but events such as our adult mixers show that the sport is also an opportunity to build lasting relationships



Players from our 2nd Saturday Mixer enjoying a fun game of “King of the Court”

Cardio Tennis | \$15 per class

According to the Texas Department of State Health Services, in 2009 nearly 2 in 3 adults in Texas were overweight or obese. To help our clients improve their fitness and combat the health issues inherent with excess weight, we offer a cardio tennis program that couples a high-intensity cardiovascular workout with ball-striking exercises. Our clients find cardio tennis to be a more engaging and enjoyable form of exercise compared to traditional cardiovascular training options like treadmills or stationary bikes. Cardio tennis is a nationally-marketed program endorsed by the USPTA, PTR, and USTA. With the continued growth of the fitness movement across the nation and tennis in Austin, we believe our cardio tennis class will continue to grow.

- Cardio Tennis Saturdays 9:00am-10:00am.

TENNIS FOR EVERYONE: THE NEW ADULT TENNIS PLAYER GUIDE

Stage I:

1. Introductory Adult 1.0 Level Classes
 - a. Mondays at 8pm
 - b. Thursdays at 9am
 - c. Thursdays at 830pm
 - d. Saturdays 10:30am
2. Introductory Adult 2.0 Level Classes
 - a. Mondays 9am
 - b. Thursdays at 630pm
 - c. Thursday at 730pm
3. Private individual and group instruction available
4. USTA Lone Star Tournament (Women only)
 - a. We organize a team, provide a coach, and compete against other local teams.

Stage II:

1. Adult Open 2.0/2.5 Level Clinics
 - a. Mondays 6:30pm
 - b. Wednesdays 6pm
 - c. Thursdays 10am
 - d. Thursdays 6:30pm
2. Match Play 101: an introduction to competitive play, rules, and regulations

Stage III:

1. In-House Competitive Round Robin Leagues
 - a. Players are assigned matches with others
2. City, State, and National Leagues, Ladders, and Tournaments
3. We provide instruction, information, and contacts to help players join existing or form new teams that compete in leagues with City, State, and National Championships.

PARTNERSHIPS AND SPECIAL PROGRAMMING

Community Appreciation Day

Community Appreciation Day is a yearly event put on by RippnerTennis where we open the South Austin Tennis Center on a Saturday night free of charge, and welcome the community to participate in games and free clinics. This is a family event providing entertainment and instruction to adults and kids. We provide food and beverages, live music, and members from the community can win prizes. This event is a great way to introduce new residents to our courts, show everyone the power of #RippnerLove, and build lasting relations with the community.

Summer Camps

RippnerTennis offers multiple weekly summer camps for children when school is out of session. The USTA recommends limiting court-time for 8-and-under students, so each camp day includes some tennis and other fun activities through partnerships with local Austin businesses. Past special activities included yoga with Little Yoga House, art projects with Café Monet, and Mandarin Chinese lessons with Cool Panda.



Rippner Summer Camp Students learn Yoga from one of our Partners, Little House Yoga

Entry-Level Kids Tournament

The South Austin Tennis Center hosts a number of entry level kids' tennis tournaments throughout the year. At our most recent tournament, we maxed out participation and witnessed our most successful tourney to date. The city's local professional tennis team, the Austin Aces, provided free tickets to pro events for all children in the tournament, and Jim Jims kept them cool with flavored ice.

Skin Cancer Screening

Zimmet Vein and Dermatology comes to the South Austin Tennis Center each year to provide free skin cancer screenings to our clients. Participants receive the health screening and a free ticket to an Austin Aces match. This is another way that RippnerTennis continues to provide health and wellness benefits beyond the game of tennis.

Austin Tennis Club

The Austin Tennis Club (ATC) is a non-profit organization that uses tennis to promote social activities among the lesbian, gay, bisexual, and transgender (LGBT) community. RippnerTennis conducts a weekly clinic on Wednesday nights with the ATC and makes our courts available for a Friday night mixer to ATC members to continue fostering a sense of community.

Gay and Lesbian Tennis Association

Each March, the Gay and Lesbian Tennis Association (GLTA), an international organization creating safe and inclusive spaces for community through tennis, holds a tournament for its members at the South Austin Tennis Center. The GLTA holds 70 of these tournaments all around the globe in places like Paris, Rome, Sydney, and New York City; we are glad that they choose RippnerTennis and Austin for their inclusive competition.

Austin Women's Tennis Association

The Austin Women's Tennis Association (AWTA) frequently uses the South Austin Tennis Center for play days, leagues play and social activities. The weekly play days

are a great way for adult women to meet others for informal play. To date, the AWTa has donated over \$30,000 to junior program development, local organizations, and public court improvements around Austin.

AISD Go Project

Rippner Tennis is excited to help out a neighbor at the South Austin Recreation Center. We have begun negotiations with Ryan Utter of the Austin Go Project to provide 30min and 1 hour blocks of time for his students. Our goal is to begin our partnership in November of 2015. The AISD Go Project is a community based transition program for students with disabilities who are 18-22 years of age. The program enables students to move beyond the high school setting and finish their education in a college or work environment. The Go Project promotes adult living skills, participates in activities related to all areas of transition and develops relationships with same age peers.

PNR Heath Care

Rippner Tennis is proud to serve the recovery community by providing space for PNR Heath Care to do education for its clients through the sport of tennis. Under the supervision of Glenn Hadley founder of Swing for Sobriety, PNR provides its clients with activities such as tennis to give individuals a way to continue practicing recovery skills. Glenn, a former tennis instructor, and his 20-30 students come to SATC twice a month for tennis lessons, match play and recovery education. The majority of Glenn's students come from all over the U.S. but many end up staying in Austin as residents and we are proud to provide them with an activity and a community to continue a clean healthy lifestyle.

Rippner Player's Club 501 (c) (3)

A group of loyal, longtime RippnerTennis students are creating a 501 (c) (3) to increase scholarship opportunities and financial assistance for junior players from underserved families as part of our #RippnerLove campaign. We believe that tennis is an ideal sport to impart life-long, character-building opportunities for our next generation. Any method that we can create to remove barriers for entry or continued training will go a long way to improve the lives of our young players.

Already, we have several examples of players who have benefited from our scholarship program. For one, Damien Panton (formerly Ramos) has been a

standing fixture in our junior scholarship program. Damien along with the care of his parents, Henry and Kathy Panton, is a shining success story of the Helping Hand Home for Children. During a difficult transition from foster care to permanent adoption, our junior tennis program provided Damien an outlet to create friendships, mentorship from his coaches, and a structured place of learning. In addition to feel-good stories like Damien's, our scholarship program (and eventual non-profit group) has helped many other players in need of assistance to continue their training. Brother and sister, Gilbert and Josie Camacho, and Diego De La Fuente have achieved tremendous strides in their game throughout USTA competition.

Without the gift of partial and full scholarships, students like Damien, Gilbert, Josie, and Diego would not be able to continue the pursuit of their dreams. Our #RippnerLove campaign has allowed our young students to blossom into strong, proud young men and women. We look to continue to provide opportunities for players to work towards their dreams regardless of financial barriers.



Gilbert and Josie Camacho



Diego De La Fuente



Henry, Kathy and Damian Panton

| F | Maximizing Court Usage

OVERVIEW

RippnerTennis currently enjoys a court fee generation rate of around 85% (with 100% denoting all courts are reserved and paid for every available hour, 7 days a week). On evenings and weekends, our courts are typically at full capacity with waiting lists for many clinics, lessons, events, and court times. Our courts experience a “slow period” on the weekdays from 12pm-3pm while many adult clients work and our students are at school. Finding solutions to fill this “slow period” will help RippnerTennis move closer to a goal of increasing the public's opportunities to use SATC on a regular basis.

FILLING THE EARLY AFTERNOON LULL

The period from 12pm to 3pm each day during the work week is a time of decreased activity and lower court usage at the South Austin Tennis Center. Many adult clients are at work during this time, and our young students are buried in their books at school. Our popular lunchtime programs do offer adults the opportunity to get in some exercise during their lunch hour and burn off a little workplace steam on the courts. On-site shower facilities, open courts, and healthy concessions are helping grow our lunch-hour participation.

To help further fill the early afternoon lull, we have also moved many of our adult women's matches to 11:30am slots. This adjustment ensures that women's league matches, a demographic showing high participation rates during traditional work week hours, have plenty of court space, and our courts stay filled during the slow period. Furthermore, we are exploring the creation of a lunch-hour, flex league that will allow players to take advantage of openings in the court sheets. These measures along with a summer-time policy of training our most advanced junior players during the heat of the day should go a long way to minimize empty space.

OTHER STRATEGIES

Another area where RippnerTennis can maximize court usage is through operating the South Austin Tennis Center when our clients are available to play. RippnerTennis recently began opening early at 7am on weekdays. Many of our clients expressed an interest in playing a few sets before work each morning, and our new early-bird availability is already a huge hit. We are even preparing to open the facility earlier on the weekends as well. While there are limits to what hours the community will tolerate, so far we have received lots of positive feedback and the busy courts at 7am speak for themselves. We will continue to revisit our hours of operation and seek to promote our facility at times most beneficial to our clients and the neighborhood.

|G| Pro Shop Services and Fees

OVERVIEW

RippnerTennis continues to upgrade and add to the existing services we provide our customers. Along with a wide range of opportunities to play the sport, RippnerTennis is also the place to receive essential services related to the tennis experience. Our Pro Shop is stocked with over 35 different racquet options for purchase, top quality apparel for the court, racquet fittings and stringing, and ball machine rentals. We boast knowledgeable and certified staff to answer all merchandising and gear maintenance questions.



The Proshop at South Austin Tennis Center

RACQUETS SALES, DEMOS, AND EQUIPMENT CUSTOMIZATION

The Pro Shop at the South Austin Tennis Center boasts a large selection of racquets for any age, skill level, or gender. We currently stock 35 racquets handpicked by our staff. A discount of 10% is offered when patrons purchase more than one racquet at the same time. We do our best to keep prices competitive with online and big box sporting goods retailers and attempt to match prices when possible. The Pro Shop also offers big discounts for last season's overstock and retired demo racquets in our bargain bin.

Not all racquets are made equal. Even two racquets of the same model from a manufacturer can have different weights and balances. For a fee of \$20 per racquet, a

certified technician at RippnerTennis will use our customization machine to match a client's two racquets for weight, balance, and swing weight. Our staff will re-grip a client's tennis racquet for free when the grips are purchased at the South Austin Tennis Center's Pro Shop. For \$16 per racquet, we can build up the grip, with an average turnaround time of 1-2 days.

Our Pro Shop also offers restringing service performed by in-house certified specialists. An express 24-hour turnaround is only \$20, and a standard 48-hour turnaround is \$15. We stock over 15 types of strings, including best sellers from Prince, Babolat, and Wilson and ranging in price from \$7-\$30 per set. RippnerTennis boasts the residence of Andrew Rohlf, a certified Master Racquet Technician. Andrew is a foremost expert in racquet equipment, stringing, and modification. We are fortunate to employ his services and our customers offer glowing reviews of his product.

At RippnerTennis, we recommend test driving multiple racquets before purchasing. We provide demo racquets free of charge with our lessons and clinics. For those renting courts, we offer a demo service where customers can test out a new racquet for \$4 per day. Customers are permitted to try out 2 racquets at a time, and the demo fee is good toward the purchase of a new racquet at the Pro Shop.

BALL MACHINE RENTALS

RippnerTennis is one of the few tennis centers in Austin to provide ball machines for rental from the Pro Shop. For a rental fee of \$15 per hour, our clients can use a top-of-the-line Playmate ball machine on the courts. This service allows users to control the timing, speed, spin, and location of the ball and helps users develop a consistent and technical swing. The repetition of the ball machine is great for working on mechanics and can really help clients perfect a certain type of shot. We are exploring the addition of more machines to keep up with demand.

OTHER MERCHANDISE

Aside from racquets and accessories, our Pro Shop also stocks performance apparel, food, and beverages. Our staff handpicked top quality shoes from Yonex and Prince for our customers at competitive prices. We also feature Vitalsox Feetness First socks. These socks combine compression and moisture wicking technology to help our clients and students perform at their best. Our other apparel options include wristbands, headbands, hats, and visors. We offer small and large towels, as well as athletic tape, braces and supports, and tennis balls.

Our Pro Shop is stocked with great healthy snacks and drinks to ensure our clients and students have the energy to compete and have fun out on the courts. We carry snack options like nuts, trail mixes, dried fruit, fig bars, and granola from companies including Kashi, CLIF bar, Kind, and Nature's Valley. As part of our #RippnerLove campaign, our staff also counsel our clients and juniors on proper nutrition to further strengthen the health of the Austin community.

|H| Customer Service

THE RIPPNER PLEDGE: CUSTOMER BILL OF RIGHTS

RippnerTennis promises to always address and resolve any customer complaints.

1. Customers shall be provided with facilities that are safe, clean, and accessible.
2. Staff are to treat all customers politely, respectfully, and provide all requested assistance. If a staff member is unable to assist a customer, a manager shall be sought to resolve the request.
3. Customer complaint and comment forms shall be placed in a conspicuous location in the Pro Shop. A box shall be maintained in order to allow the submission of any comment or complaint to be done anonymously.
4. Customers may submit any complaint or comment to any staff member during normal hours of operation. The staff member should attempt to resolve the complaint or request as it is raised by the customer.
5. Customers may also submit any complaint or comment via the RippnerTennis website 24/7.
6. A manager shall respond to all unresolved complaints within 24 hours of intake. All requests to speak with a manager shall be performed the same day as requested.
7. RippnerTennis maintains a zero-tolerance policy on discrimination at the South Austin Tennis Center and sponsored events. All staff must follow the City of Austin Non-Discrimination Policy (Sec. 5-4-2).
8. Upon hiring, all staff shall complete customer service and sensitivity training. The training shall be updated regularly and completed annually by all staff thereafter.

EMPLOYEE GUIDE TO CUSTOMER SERVICE

1. Attitude counts; maintain a positive one.
 - a. We are in the business to serve customers and can only truly do that if we truly care.
 - b. We show that we care with a positive attitude, a smile, and a “can I help you with that?” approach.
 - c. Never forget that the customer provides us with the opportunity to earn income to live in the best city on Earth.
2. Listen with purpose; be a good listener.
 - a. Take time to identify with the customer needs by asking the right questions based on what they are actually saying.
 - b. Listen for more than words; notice tone of voice, body language, and try to get a sense of how the customer feels.
 - c. Beware of making assumptions and thinking you know more of what the customer wants than they do.
3. No multi-tasking and no smart phones.
 - a. Effective listening, undivided attention, and maintaining a positive attitude are particularly important in the customer service industry where there are many distractions that can preoccupy your attention.
 - b. Look around and see what things can be done without a supervisor asking you. Stay focused on one task until it is completed.
 - c. When a customer is present, their needs always supersede your task at hand. No multi-tasking or smart phone use should ever make a customer wait.
 - d. The customer in front of you comes first. If a call comes in, put the caller on hold with a pleasant demeanor and complete the service of the customer in the Pro Shop.
4. Anticipation and appreciation.
 - a. Anticipating a customer’s needs gives them a sense of good feeling that you are providing a solution to the problem. It is all about their experience; get to know them and ask questions about their game.
 - b. Feeling appreciated is the foundation of a customer’s loyalty. Treat them as individuals, always use their first name, and find ways to engage them.
 - c. Customers value sincerity and are very sensitive about whether you really care about them. Thank them every chance you get. Treat them like you would want to be treated.
 - d. The customer needs to know why. Customers feel appreciated when helped with understanding the interworking of our systems. Not just what but why!

- e. If a customer is misinformed or has misinterpreted one of our policies it can lead to confusion, impatience and anger. Take time to listen and politely explain how to prevent the issue they are having from re-occurring again.
5. Give more than expected.
- a. The future of our well-being lies in keeping the customers happy. Think of ways to leave a positive impression with every customer that walks through the door.
 - b. Consider what we provide that they cannot get anywhere else.
 - c. What can we do to thank customers even when they pay a court fee and purchase nothing else?
 - d. Provide the customer with the unexpected, and see how they respond the next time you see them.
6. Communication.
- a. The power of “YES!” Always look for ways to help our customers within the guidelines of our policy.
 - b. Make doing business easy. Always follow through even if it is as simple as taking a note and having someone with more knowledge follow up for more consultation.
 - c. Presentation matters. Make sure your body language conveys sincerity. Your words and actions should be consistent.
 - d. Crossed arms and lack of eye contact tell your customers that you are not interested and that they are not welcome.
 - e. Smile. Look them in the eye, and keep your posture welcoming and positive.
 - f. Know how to apologize when something goes wrong. It is easy and customers really appreciate it. Customers may not always be right, but they always come first.
 - g. Deal with problems straight away, and let the customer know you have taken action. Make it straight forward and simple for the customer to lodge a complaint. Go out of your way to make them feel comfortable.
7. Encourage customer feedback.
- a. We need and value feedback. Listen carefully to what they say.
 - b. We must invite constructive criticism and comments, so we know where to improve.
 - c. Check back regularly with a customer to see how things are going and if the changes we made have been effective.

CUSTOMER COMPLAINT RESOLUTION PROCEDURE

RippnerTennis promises to always address and resolve any customer complaints, concerns, and inquiries as quickly and considerately as possible. All staff are required to read, sign, and abide by the Rippner Pledge. All staff members, regardless of job title or responsibilities, are trained to offer assistance and services to all customers in a fair, equitable, and consistent manner during the performance of their jobs.

1. Staff shall respond to all customer complaints within 24 hours of receipt. It is the policy of RippnerTennis to resolve all customer complaints at the time of submission if possible.
2. Front desk staff shall be responsible for receiving, reviewing, and resolving all minor customer complaints in a timely and fair manner. Staff shall thank the customer for the submission and attempt to immediately resolve the problem.
3. If the front desk staff are unable to resolve a customer complaint, the business manager shall receive the complaint the same day and ensure a timely resolution. The business manager shall remain in contact with the complainant on a daily basis, or as needed, in order to ensure complaint is resolved promptly and correctly.
4. The business manager shall enter all complaints (even minor issues resolved by front desk staff) into a log daily. The business manager shall include the name and phone number of the complainant, the date the complaint was received, the nature of the complaint, the resolution to the complaint, and the date of resolution.
5. If a situation arises in which a complaint cannot be satisfactorily resolved by the business manager or senior management, the Director will promptly contact the Contract Manager with the City of Austin to act as a mediator for the dispute. The Director will provide the Contract Manager with a written report describing the complaint and any actions taken to correct it.

GUIDELINES FOR INITIALLY HANDLING CUSTOMER COMPLAINTS

RippnerTennis views customer complaints as an opportunity to improve our facilities, management, daily interactions with customers, and future programs. We continually strive to improve service to our customers and stress the importance of the exceptional service expectations from our employees through annual trainings, periodic performance reviews, and customer comments.

According to RippnerTennis policy, minor complaints are resolved by front desk staff. If the front desk staff are unable to resolve the complaint quickly, a Complaint Resolution Form is provided to the customer, and the customer's concerns are promptly placed in the hands of our business manager.

The following are guidelines on how front desk are trained to handle customer complaints:

1. Thank the customer, and set the right tone with a smile. Make eye contact. Keep your body language positive and attentive. Show that the complaint is welcomed.
2. Tell the customer that you appreciate being informed of the issue. Let them know that you see this as an opportunity to fix a problem.
3. Apologize as soon as you understand the nature of the problem. Don't apologize beforehand; this can appear insincere. Be aware that, while you may have no personal responsibility for the problem, you are accepting responsibility on behalf of RippnerTennis.
4. Assure the customer that RippnerTennis will do anything necessary to resolve the problem to the customer's satisfaction.
5. Use the Customer Complaint Form as a guide to ask for at least the minimum amount of information needed to solve the problem. Write this information down, if needed, so the customer is not forced to repeat themselves. If possible, identify what result the customer will find acceptable.
6. Take immediate action. Speedy resolution of the problem is one of the best ways to retain customers.
7. After you reach a resolution, check with the customer to ensure satisfaction. Perform a follow-up call on the telephone if needed.
8. Inform the business manager immediately of ALL customer complaints.

||| Marketing Plan

OVERVIEW

RippnerTennis has partnered with Center Court Marketing, an Austin-based marketing company with over 20 years of experience in the tennis industry, to develop and implement a marketing strategy that will improve junior program enrollment, aid in customer service, strengthen brand awareness, increase merchandise sales, and streamline the court reservation and clinic registration systems through a new and improved website. Coupled with our #RippnerLove campaign, RippnerTennis continually evaluates our position in the community and strives to market our organization and the South Austin Tennis Center in a positive and informed manner.

FACILITY MARKETING PROGRAM

A new and improved website has allowed RippnerTennis to serve our clients and students in the digital age while streamlining customer service and creating tools to showcase all we can offer to the community. We are currently converting our court reservation and registration systems to an online format. The website is search-engine friendly and built for easy navigation and use. Our website includes multiple platform sharing options, including Facebook, Twitter, and Instagram, to facilitate social media interaction and awareness with the community.

The website includes a dedicated section for community feedback. Questions, along with prompt answers from staff, are posted to keep our clients and students up to date on everything being done at RippnerTennis to keep the facilities in exemplary condition. All of these features keep our clients and students engaged and help spread the word about all the great things happening at the South Austin Tennis Center!

COMMUNITY APPRECIATION DAY

Community Appreciation Day is a yearly event put on by RippnerTennis where we open the South Austin Tennis Center on a Saturday night free of charge, and welcome the community to participate in games and free clinics. We provide food and beverages, live music and members from the community can win prizes. This event is a great way to introduce new residents to our courts and build lasting relations with the community.

CHARITABLE ENDEAVORS

#RippnerLove is all about spreading the love of tennis, health, and well-being. We are grateful to spend time and raise funds each year to serve our community and share our joy of tennis and health. We are passionate about getting people of all ages on the court, promoting healthy habits, and making tennis more accessible to more people.

We take pleasure in regularly giving junior and adult tennis programs to organizations and individuals in need. When we organize benefits, our incredible community of students and friends come together with RippnerTennis to generously donate to a number of causes helping people and animals around Central Texas. We are proud to partner with Survivors of Torture, National Junior Tennis League, Amala Foundation, Capital Area Tennis Association, Austin Pets Alive, the Wounded Warrior Foundation, West Texas Disaster Relief, Clinton Bush Haiti Fund, Leukemia and Lymphoma Society, March of Dimes, and schools all across Austin ISD. We are thankful to our community and students who allow us to share our love of tennis. Our hope is to continue to create new opportunities to introduce tennis to more and more people who may not otherwise experience the benefits.



Our community out in full force to help with a fundraising event

|J| Improvements

OVERVIEW

RippnerTennis continues to make improvements to our facilities and equipment each year to better provide our clients with the best experience possible at the South Austin Tennis Center. Without start-up costs or debt to service, we are able to use revenue to support the growth of our programs and make our facilities the best in Austin.

RippnerTennis has made significant improvements to the Pro Shop recently, including adding a study desk for students and a new T.V. in the lounge. We are in the planning stages to add more bleachers and a viewing deck on Court 1. We are constantly upgrading our equipment with new squeegees to keep the courts safe after a storm, maintenance equipment to keep the grounds looking clean and green. All in all, each improvement we have made and prepare to make adds value to the client's experience and demonstrates our commitment to making the South Austin Tennis Center the best in Central Texas.

1. New T.V. in the lounge- \$400
2. Desk and chair in the student study area: \$210
3. Youth teaching equipment (balls and nets)- \$5,000
4. Healthy snack and concession options
5. Canopies over kid's court/hitting wall- approx.. \$20,000
6. Bleachers for parental viewing of kids' courts- \$6,000
7. Viewing deck on Court 1- \$2,000

RECENT UPGRADES AND IMPROVEMENTS

RippnerTennis has managed the South Austin Tennis Center for almost a decade. The improvements and upgrades during that time are almost too numerous to count. Recently, we added a new T.V. to the lounge at a cost of \$400. It has quickly become the go to spot to watch professional matches and relax after a hard effort on the courts. To better serve our quickly growing student population, we installed a desk and chair (\$210) for school work and study.

To further support our designation by the United States Tennis Association as a 10-and-under training center, RippnerTennis is spending \$5,000 for the next 4 years on youth teaching equipment. This investment in our junior programming has coincided with record participation as our junior numbers have tripled in the past 3 years alone.

Along with free skin cancer screenings and fitness programs, RippnerTennis is helping our clients improve their health through better food options in our Pro Shop. We now offer a variety of nuts, dried fruits, fig bars, and granola from trusted companies like CLIF bar, Kashi, Kind, and Nature's Valley. We hope to continue to show our clients what their health means to RippnerTennis by continuing to improve our concession options in the Pro Shop.

PROPOSED FACILITY IMPROVEMENTS

Our proposed facility improvements serve to improve our tennis viewing experience and allow for more time on the courts regardless of the weather. To help fill capacity during rain and the summer heat, RippnerTennis is exploring the addition of a shade canopy to our junior court / hitting wall. We have received feedback that this space heats up, creates difficult sun angles, and that balls frequently sail over the exterior fence. A canopy would provide much needed shade and keep balls enclosed for the convenience of our customers. This project is a significant investment and, thus, we are reviewing grant and public funding sources, as well as using our own revenues to fund this massive undertaking. It is just one part of the massive plans we have to improve the South Austin Tennis Center.

As our junior programs continue to grow at amazing rates, we are finding new ways to allow parents to be a part of the fun. We plan on installing bleachers around the kids' courts. Over a 2-year span, we hope to add 4 sets of bleachers at a cost of around \$6,000. This will allow parents more interaction with their children during match play and enhance the viewing experience as we expand our junior tournament offerings over the next years.

The South Austin Tennis Center is quickly becoming a premier host for adult tournaments in Central Texas. Our tournaments are frequently maxed out in participants and can draw quite the crowd for championship matches. To improve the viewing experience for our participants and spectators, we are exploring building a viewing deck off Court 1. It will cost \$2,000 to construct and should give everyone a reason to stay and cheer on their fellow players to the final set. Moreover, added tables and chair will offer a space to relax and tell stories while refreshing after a practice session.

PROPOSED EQUIPMENT UPGRADES

RippnerTennis is always looking to provide our clients with the best equipment and gear to enhance the playing experience and keep everyone out on the courts longer. We will be upgrading and replacing old and outdated equipment over the next 2 years including adding:

1. New court squeegees for \$450
2. Racquet stringing machine for \$3,700
3. Ball machine for \$3,000
4. Grounds maintenance equipment for \$1000



SATC's beautiful new cactus beds thanks to Elliot Fox and the crew from the Parks Department

|K| Start-Up Costs

OVERVIEW

RippnerTennis is proud to have served as the managing organization of the South Austin Tennis Center for the past 9 years. Our roots run deep in the community, and we continue to find new and innovative ways to serve the community and its residents. Since we are already here, there would be no start-up costs or transition plan needed. We would just continue to provide the same great service and programs that have made RippnerTennis and the South Austin Tennis Center a leader in the Central Texas tennis scene.

| L | **Statement of Compliance**

OVERVIEW

RippnerTennis agrees to all applicable rules and regulations derived from federal, state, and local government entities. We further agree to all terms of the Request for Proposal and Scope of Work, including, but not limited to:

1. Operating Policies for Municipal Tennis Centers
2. Maintenance of requisite insurance
3. Maintaining separate bank accounts
4. Completion of AEP and other first aid training
5. Other items as specified in this plan

|M| Management Structure

OVERVIEW

Aubrie Rippner, Director of Tennis and founder of RippnerTennis, acts as the authorized negotiator and direct liaison to the Contract Manager for the Austin Parks and Recreation Department. Ms. Rippner reports to the Contract Manager any necessary repairs to the South Austin Tennis Center facilities as well as provides all necessary financial and tax documents under the facility management agreement. As the Director of Tennis, Ms. Rippner oversees the professional tennis staff, quality of programming, and instruction. She collaborates with teaching staff, including Director of Junior Programming, Michael MacVay, on programming policy decisions.

Kent Franke is the Business Manager and League Coordinator. He is responsible for staff training, enforcing policies and procedures, and upholding the standard of practice expected for customer satisfaction and business organization. Mr. Franke supervises employee schedules and performance. He manages the court reservation system and the Pro Shop inventory.

Ms. Rippner will solve difficult or out of the ordinary customer service issues per the guidelines found in this proposal.

Noah Rippner, also a founding member of RippnerTennis, remains an active contributor to the operation as a business consultant and teaching professional.

MANAGEMENT TEAM



Aubrie "Brie" Rippner

Brie is the founder of RippnerTennis and holds the title of Director of Tennis. Brie was one of the top ranked players in the world as a junior and went on to play in all four main draw grand slams and against many of the best players in the world. Her background in competitive tennis brings an invaluable dimension to her teaching abilities and she applies her work ethic and passion that propelled her to elite levels as a competitor to the operations of RippnerTennis. She has over a decade of experience in Austin as a tennis instructor and facility

manager. She acts as the point of contact between the management of the South Austin Tennis Center and the City of Austin. Since taking over management of the facility, Brie has grown court fee revenues by over 50%, raised thousands of dollars for local charities, community organizations, and overseen exponential growth in class participation and tournament events across all age and skill levels.



Michael MacVay

"Coach Mike," the 2014 Junior Tennis Professional of the Year for the Capital Area Tennis Association, is our Director of Junior Programming. He brings nearly a decade of experience coaching youth tennis in Austin from teaching preschoolers how to hold a racquet to mentoring his academy stars to athletic scholarships at top universities. Coach Mike's active involvement in the youth game in Austin has earned him many recent accolades, including the honor of hosting an Early Development Camp through the United States Tennis Association. He established an academy for

elite players, a scholarship program to help students from families with financial need, and continues to drive the success of junior tennis in the South Austin community. Recently, the USTA Texas Section has awarded Coach Mike with the "North Star Award" –given to individuals who bring junior players into tennis pathways via school outreach, local programming, and team tennis. Coach Mike will continue to be a presence in the junior tennis scene throughout Texas and, in particular, at South Austin Tennis Center.

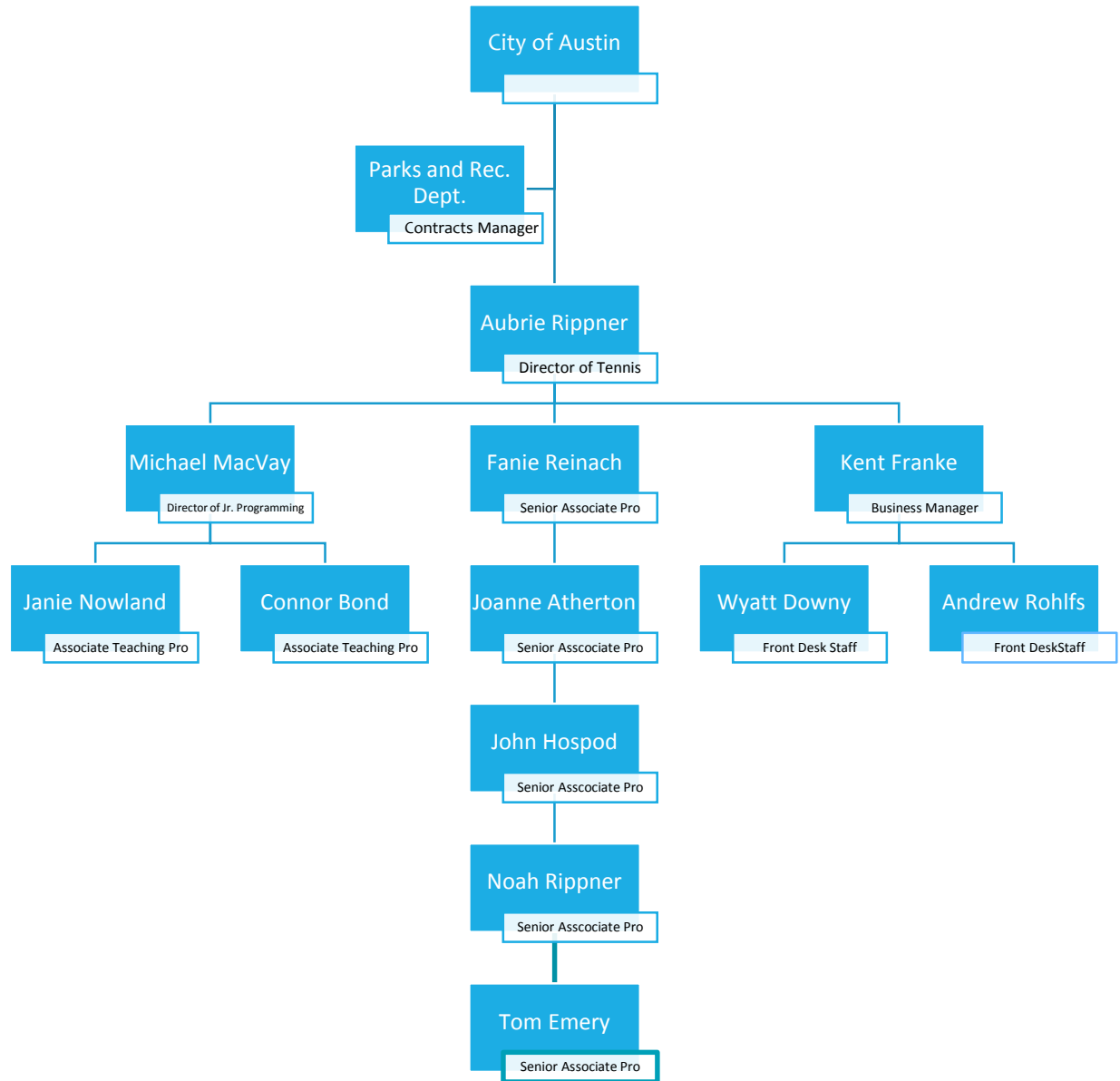


Kent Franke

Kent has served as the Business Manager, League Coordinator and an Assistant Pro for RippnerTennis for the past 5 years. He oversees the front desk staff, scheduling, customer service issues, purchasing, and operational efficiency. Kent brings 15 years of Pro Shop and facility management to the RippnerTennis team. He previously worked for several local tennis management companies and recently attended the Tennis Management program at Tyler Junior College, earning recognition on the school's honor roll and achieving a Professional 2 certification

from the United States Professional Tennis Association. Kent is well known in the Austin tennis community and is very appreciative of what tennis has brought to his personal and professional life.

STAFF CHART



|N| Resumes & Recommendations

Aubrie Rippner

4625 Trail West Drive Austin, Texas 78735
(512) 466-1044 | brie@rippnertennis.com

SUMMARY OF QUALIFICATIONS

- Pro Manager at South Austin Tennis Center March, 2007 to present
- Assistant Teaching Professional at Caswell Tennis Center for 3 years
- Professional player in 14 main draw Grand Slams
- Expertise in both private and group lessons for all age groups

PROFESSIONAL EXPERIENCE

- Following retirement from the WTA Tour, has been teaching tennis to all age levels and ability levels in the Austin community.
- Has successfully established an extensive waiting list of prospective students due to effectiveness of teaching.
- Responsible for developing comprehensive juniors' programs.
- Manages scheduling of all of South Austin Tennis Center clinics, classes, and private lessons.
- Develops in-depth technique training for students.
- Manages and oversees all staff members and independent contractors.
- Manages accounting, financials, bookkeeping, payroll, recordkeeping, licensing/compliance, and filing.

ACCOMPLISHMENTS

- One of 32 players to reach the 3rd round at the Wimbledon Championships in 2000
- Finalist in the Wimbledon Junior Championships
- 3 years on Junior USTA National Team
- Earned a Top 10 world ranking in Juniors
- Career high singles ranking of #57 in the world on the Women's Tennis Association World Tour
- Has studied under world renowned coaches Stan Smith, Rick Macci, and Nick Bollettieri
- Junior National Champion
- Competed in 14 singles main draw Grand Slams around the world
- Was named 2000 Circuit player of the Year along with Austin resident Andy Roddick
- Doubles victory over Martina Navratilova
- Has competed against the world's top Professional Womens Tennis Players: Venus & Serena Williams, Martina Hingis, Monica Seles, Mary Pierce, Jennifer Capriati, Amelie Mauresmo, Anna Kournikova, Jana Novotna, Chanda Rubin, Maria Sharipova, Justine Henin

AWARDS AND MEMBERSHIPS

- 1996 USTA Sportsmanship of Year Award Winner
- 1995 Maureen Connolly Brinker Outstanding Girl Player of the Year Award
- YES! (Youth for Environmental Sanity), an organization of youth in positions of influence and leadership involved in improving the community and environment.

Katrina M. Adams
KMA Inc.

November 3, 2015

To Whom it May Concern:


I have had the pleasure of knowing Brie Rippner for nearly 20 years and during these years of our acquaintance, I observed her to conduct herself in the upmost professional manner as she rose from a US Junior National Champion to a world class highly ranked tennis player on the Women's Tennis Association Tour. Brie's 1996 USTA National Junior Sportsmanship award attests to her personal characteristics.

Brie has used that competitive experience and applied it to her life and career, resulting in a well organized and hardworking individual, with a vision to serve her community. Austin, TX should be honored that Brie has chosen to bring her skill set as a business owner and instructor to the Austin Parks system as well as providing Austin with a handpicked professionally managed staff of community engaged tennis instructors. Brie and Rippner Tennis operate from a vision to increase health and recreation for all ages and backgrounds. They have provided the Austin tennis community with affordable lessons, scholarships, and community oriented programming for both adults and juniors.

As a former professional tennis player, I recognize the importance of having a quality program that develops tennis players. As the President of the USTA, I appreciate Rippner Tennis' efforts in promoting and developing the growth of tennis in your community. I would like to personally recommend Brie and Rippner Tennis for the management of the South Austin Center and a continued successful partnership with the not only the City of Austin Parks Department but the community and its citizens as a whole.

Wishing you much success in your difficult decision in engaging with quality and qualified applicants.

Regards,



Katrina M. Adams



550 BOWIE STREET, AUSTIN, TEXAS 78703
WWW.WHOLEFOODSMARKET.COM
WHOLE FOODS. WHOLE PEOPLE. WHOLE PLANET.

October 28, 2015

To Whom It May Concern,

My name is Glenda Flanagan and I have served as the Chief Financial Officer for Whole Foods Market for over 25 years.

It is my pleasure to write this letter of recommendation on behalf of Brie Rippner. I first met Brie when I decided to take up tennis as a newcomer. She is the perfect instructor for me. Her teaching style incorporates fun, knowledge and most importantly a comfort level that is required to learn effectively. Brie has a love for tennis and enthusiasm for teaching that overflows to her students.

I take great pride in supporting an organization that promotes a healthy, fit lifestyle and overall wellness. Brie has started programs that educate and support people to become healthier and more active. Her #RippnerLove campaign widens her outreach to many that otherwise may not find themselves visiting South Austin Tennis Center. Brie's junior program provides scholarship dollars and imparts a vast knowledge to our next generation promoting healthier habits and developing skills that last a lifetime.

It is evident that Brie has worked hard to build an organized, professionally operated facility. I am always impressed with the positive and helpful attitudes of all her staff members. Based on my first hand observation of her operations, I believe that Brie is a great asset to the City of Austin and is no doubt making Austin a healthier place to live.

Sincerely,

Glenda Flanagan



October 26, 2015

To Whom It May Concern:

On behalf of the Austin Tennis Club (ATC), I would like to enthusiastically endorse Rippner Tennis, specifically Brie Rippner-Rippner, in their bid to continue to operate the South Austin Tennis Center.

For nearly a decade, the Austin Tennis Club has maintained a strong, meaningful relationship with Rippner Tennis and Brie. The Austin Tennis Club's mission is to provide access to tennis activities, sponsor tennis leagues, and operate an annual tennis tournament sanctioned by the Gay and Lesbian Tennis Alliance ("GLTA"). ATC also promotes the development and advancement of tennis activities that welcome all gay and lesbian tennis players. Over the years, South Austin Tennis Center, and Rippner Tennis, has supported us in our mission giving back in many ways. In fact, South Austin Tennis Center has become ATC's unofficial home. SATC supports many of our activities including making courts available for our weekly Friday Night Social Tennis events and our annual Heart of Texas GLTA Tournament, which welcomes players from around the world. South Austin Tennis Center is also the home court for two ATC USTA men's teams in the Spring and Fall.

Without the support of Brie, her staff, and SATC, our nonprofit club would not be able to easily fulfill its mission in the Austin community and tennis for the LGBT community would be less accessible.

Sincerely,

Ted Burton

President

Austin Tennis Club



401 W 3rd St.
Austin, TX 78701 512-320-
1999
charlie@saintbernard.com

October, 2nd 2015

To:

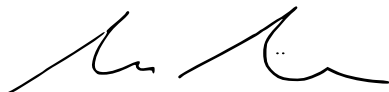
The City Of Austin

Dear Board,

I am writing this letter in support of Brie Rippner being awarded the contract to manage the South Austin Tennis Center. The Rippner's have created a strong community around SATC. They have group classes, available private lessons, and fitness-oriented classes for players of all levels and ages. The level of instruction is well-known for being among the best in the city. Reserving courts is very easy; you can always call and talk to a helpful person that will assist you. The courts are always clean and well maintained. The staff is friendly and welcoming. Brie puts everything she has into this place, and I can't imagine a more qualified operator. She has turned what could be an ordinary community tennis center into a very special institution.

Charlie Goyer

COO Saint Bernard





TO WHOM IT MAY CONCERN / CITY OF AUSTIN

My name is Claude Benayoun, and I am the owner of Vespaio and Enoteca restaurants, located at 1610 South Congress Ave.

I would like to start by saying how Rippner Tennis Center has become an asset to our community since the Rippner team took over the operation of the club. They have created a fun and vibrant tennis destination for Austinites of all ages. This warm environment did not exist with the previous operators.

I have been going to the South Austin Tennis club since I began the building of Vespaio restaurant in 1997 and have witnessed the improvement. Their professionalism and courtesy is a true testament to what Austin should be proud of. I see the place bustling with kids during the summer thanks to the dedication and enthusiasm of the staff. Tennis players of all levels and horizons are made to feel welcome by a very attentive staff.

I am thankful of having such a gem in our community, improving our daily quality of life.

Cordially,

Claude Benayoun

Michael D. MacVay

1620 E. Riverside Drive, Austin, TX 78704

Tel: 810.348.7571

michael.macvay@gmail.com

Senior-Level Program Director

Professional Profile

- High-performing director and staff manager with expertise in creating and growing tennis programs, setting educational agenda, training coaching staff, and overseeing budgets.
- Competitive tennis coach with experience training sectional- and national-level junior players, entry-level players, and guiding students through the college selection process.
- Committees and Organizations
 - Junior Development Committee - Capital Area Tennis Association
 - Junior Team Tennis Steering Committee - Capital Area Tennis Association
 - Co-Head Coach (Early Development) - USTA Texas Section
 - National Team Head Coach - USTA Texas Section
- Awards and Certification
 - North Star Award (2015) – USTA Texas
 - Junior Professional of the Year (2014) – Capital Area Tennis Association
 - 10-and-Under Training Facility / Program – USTA Texas Section
 - Tennis Professional / High Performance Coach – Professional Tennis Registry

Areas of Expertise

- | | |
|-------------------------------------|-------------------------------|
| • Strategic Planning and Leadership | • Business Promotion |
| • Clientele Communication | • Curriculum Design |
| • Staff Training and Education | • Private Student Mentorship |
| • Project Planning and Execution | • Group Instruction |
| • Customer Satisfaction | • Player Development Planning |

Professional Experience

Director of Junior Tennis, *RippnerTennis @ SATC*, Austin, TX 2011 – Present

- Recruited to transform recreational program into competitive developmental program
- Presided over a 300% increase in student population and 225% revenue increase over 3 years
- Improved junior team tennis participation from 2 teams in Fall 2011 to 14 teams in Fall 2015
- Implemented placement program to guide students through college selection process
- Revamped junior programs to reflect current 10-and-Under training methodology
- Instituted biennial coach-parent symposium to discuss program mission and philosophy
- Partnered with local businesses to created mutually beneficial summer camp programs.

Academy Professional, *St. Stephen's Tennis Academy*, Austin, TX 2006 – 2010

- Traveled nationally and internationally coaching academy tennis players in competition
- Composed 6-weekly progress reports and communicated player development to parents
- Mentored students that achieved DI, DII, and DIII collegiate placement and honors
- Led off-court, academy-wide strength, agility, quickness, and flexibility workouts
- Chosen as Assistant Head Women's Head Coach – College of William and Mary (declined)

Tennis Professional, *Genesys Athletic Club*, Grand Blanc, MI 2003 – 2005

- Helped build the junior tennis program from inception to over 120 students upon departure
- Led junior and adult tennis classes for players of all ages and ability levels
- Developed partnerships with local high school coaches to create team specific practices
- Chaperoned students on trips to professional tennis tournaments throughout Midwest

Touring Tennis Professional, *International Tennis Federation*, Grand Blanc, MI 2003 – 2004

- Participated in daily practice sessions including cooperative drilling and match play
- Engaged in a rigorous strength and conditioning program and nutritional plan
- Traveled throughout the United States and Canada competing in ITF Futures events

Education

- Master of Public Affairs / International Relations (spec.), Lyndon Baines Johnson School of Public Affairs at the University of Texas (2007)
- Bachelor of Arts, University of Michigan (2003)



October 3, 2015

To Whom it May Concern:

I am writing in support of Michael MacVay's contract renewal with the City of Austin. I am the 10 and Under Tennis Field Coordinator for USTA Texas and know how valuable Michael has been to youth tennis. Not only does Michael demonstrate superior skills in teaching tennis, he also supports the development of life skills in each of his players. The youth tennis program implemented for the City of Austin has been a model for other cities in the state to follow.

The USTA programs require organization and evaluation skills; Michael excels in both categories. He also is prompt and organized with the administrative tasks required. Additionally, Michael contributes his time to USTA sponsored events held throughout the state to promote youth tennis.

Michael has done such an outstanding job that I have selected him as an Early Development Camp (EDC) coach for advanced 8-9 year olds throughout the state of Texas. His willingness to volunteer for EDC as well as his commitment to his own continuing education shows his professionalism and dedication to the success of youth tennis in the city of Austin.

Once again, I support Michael in all of his tennis effort with the City of Austin.

Please contact me if you need any additional information or require further assistance.

Regards,

Amanda Shaw

Amanda Shaw
USTA Texas 10 and Under Field Coordinator
(512) 443-1334 ext.203
shaw@texas.usta.com



Austin Aces
111 Congress Ave, Suite 2750
Austin, TX 78701
P: (512) 987-9967
F: (512) 870-9438

Re: Michael D. MacVay, Director of Junior Tennis at Rippner Tennis

To whom it may concern:

It has been a great pleasure to work with Mr. MacVay over the past 20 months. As the General Manager of the Austin Aces, a Mylan World TeamTennis franchise, I meet many tennis professionals as part of my job. When our franchise first touched base in the Austin area, Mr. MacVay was one of the first individuals to reach out and welcome us to central Texas. After meeting Mr. MacVay at Rippner Tennis and the South Austin Tennis Center, I quickly realized how important he was to the grassroots of this game in the Austin community.

Once you talk to Mr. MacVay for a few minutes, you will quickly realize his enthusiasm for the kids he teaches and the sport of tennis. On the court he is very vocal, supportive, inventive and full of energy during his coaching sessions. His commitment to youth tennis should be recognized and because of it, tennis is growing in Austin. Even more importantly, he is touching the lives of children at the most important age in the developmental process and helping our community raise quality human beings.

Aside from developing the game through its grassroots, Mr. MacVay has not only been a great supporter of our franchise and because of this we have had a great partnership with Rippner Tennis and the South Austin Tennis Center. Over the last two summers, Mr. MacVay has made watching professional tennis live and in person a reality for many youth tennis players. For some, it helped them realize the investment of dedicating yourself to a sport and what rewards can come from it. For others, it was an experience of a lifetime.

I would like to thank Mr. MacVay for all he has done for youth tennis in the Austin community and developing our partnership over the last two years. It is with my great pleasure that I recommend him to you.

Sincerely,

Allen Hardison
General Manager
Austin Aces

TEXAS EXES™

October 1, 2015

To Whom It May Concern:

I strongly recommend Coach Mike MacVay as a professional leader and manager. Mike has proven in many ways over the years that I have known him to be able to deftly and successfully manage a complex business with a variety of constituents involved. I have witnessed this and am in a unique position to assess his skills because I am a parent of students in his programs, a community leader and CEO of the Texas Exes. I understand what combination of skills it takes to do the wonderful job that Mike does.

Rippner Tennis' junior program, while in a single industry, is a complex business to run, and Mike does so with apparent ease and huge success. He leads great talent, the kind of staff that the players want to engage with and are motivated by. I've seen the strong team environment he has built for years as my children have worked with multiple coaches and have enjoyed every one of them AND improved their tennis skills at the same time. His team provides fun, engages the families, helps forge friendships among players, and provides discipline fitness programs.

He develops diversified programming that must be dynamic according to the changing seasons throughout the academic year and summer. He manages multiple offerings for juniors at Rippner Tennis, with a very complex weekly schedule. Moreover, he layers on top of that the team tennis program for juniors working with other programs around the city and clearly has a great relationship among the coaching community. He then changes all of the schedules to meet the switch from the school year to summer. Simultaneously he keeps parents on task to sign juniors up for competition in tournaments in the region. To be able to provide all of this to the community of constituents – parents, students, staff, coaches -- takes an enormous amount of energy, organization, high intellectual capacity, and great execution and operational skills.

Mike is an awesome coach, whom I have never seen vary in his countenance once over the years. He is upbeat, always on, energetic, funny, and cool. Students respond to that keenly, and it is clearly what it takes to develop young people's skills. Moreover, Mike is an exceptional role model for players – how to act on and off the court.

Simply put, Mike is a fantastic coach and leader, and a fabulous human being.

Sincerely,

Leslie Cedar

Leslie Cedar

CEO of the Texas Exes and Rippner Tennis parent

Kent Franke

2500 Burleson Rd # 213 Austin Tx, 78741 • kdfranke@gmail.com • 512-350-5368

TENNIS AND BUSINESS EXPERIENCE

- | | |
|--|--|
| <p>RIPPNER TENNIS
<i>Business Manager</i>
<i>League Coordinator</i>
<i>Teaching Pro</i>
<i>2010-Current</i></p> | <ul style="list-style-type: none"> • Manage the daily operations of a 10 court tennis facility resulting in record sales • Compose purchase orders, set margins, prices and display pro shop inventory • Acquire and maintain relationships with inside and territory sales representatives • Research industry products, new technologies, market trends and price points • Create and maintain Excel spreadsheets to organize relevant data • Collaborate with staff to maintain and improve the efficiency of daily operations • Administer, invoice and schedule courts for over 50 league teams each year • Negotiated court usage for the NCAA Div. II Heartland Conference Tournament • Supervise employee training, scheduling and annual performance evaluations • Address customer service issues, implementing resolutions to prevent recurrence • Organize lesson plans and coach clinics for junior and adult tennis players |
| <p>LOVE TENNIS
<i>Pro Shop 2004-2009</i></p> | <ul style="list-style-type: none"> • Welcomed guests providing a knowledgeable environment and personal service • Reconciled all register transactions, end of day closing procedures and deposits |
| <p>TEJAS TENNIS
<i>Pro Shop 1997-2002</i></p> | <ul style="list-style-type: none"> • Head racquet stringer, managed and expedited service of customer's equipment • Trained new staff on shift responsibilities, policies and procedures • Organized summer camp registration and provided on-court instruction |
| <p>MAUDIE'S CAFES
<i>Manager 2002-2004</i>
<i>Bartender 1996-2009</i></p> | <ul style="list-style-type: none"> • Supervised daily operations of the restaurant, growing annual sales to over \$1.5M • Managed employees, employee records, and internal office correspondence • Reconciled the end of day reports, server checkouts and bank deposits • Inspected deliveries and inventory for quality and quantity of perishable goods • Provided customers with professional food and beverage service for 10+ years • Recognized for dedicated service with a menu item named the "Kentchilada" |

ORGANIZATIONS AND EDUCATION

- | | |
|---|--|
| <p>USPTA
<i>2010-Current</i></p> | <ul style="list-style-type: none"> • Active member since May 2010 utilizing my certification as a Professional 2 • Develop and improve teaching techniques toward attaining Professional 1 certification |
| <p>TYLER JR. COLLEGE
<i>Tennis Management</i>
<i>2009-2010</i></p> | <ul style="list-style-type: none"> • Expanded industry knowledge and tennis instruction skills for USPTA membership • Earned honor roll recognition, passed USPTA exam achieving Professional 2 certification • Gained employment as Pro Shop Manager and Teaching Pro at Rippner Tennis |
| <p>TEXAS STATE
<i>BA Fine Arts</i>
<i>Communication</i>
<i>Design 2004</i></p> | <ul style="list-style-type: none"> • Balanced student life and work while earning a degree in Communication Design • Gained proficient knowledge of various software programs and operating systems • Earned a Fine Arts degree focused in digital, print, web, and typographical design • Successfully completed the Department's Exit Review of a student's Design Portfolio |

Susan R. Cippele

1929 Cueva De Oro Cove
Austin, Tx. 78746
(512)-327-4354
Fax (512)327-5660
Email: scippele@aol.com

October 5, 2015

Dear Sir or Madam:

I am writing in support of Kent Franke and Rippner Tennis in their role managing the South Austin Tennis Center for the city of Austin.

In my role as Executive Director of Women's Team Tennis of Austin, I currently deal with 23 different tennis clubs and organizations throughout the Austin area, utilizing more than 25 different playing sites for 183 teams.

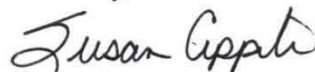
Kent and his team at South Austin Tennis Center (SATC) have been one of the best in terms of their management of court facilities and communication with us regarding court scheduling, etc. Our organization currently has 12 teams playing out of SATC and there is a waiting list for additional teams on days that the center is full.

With that many teams and players, we rely on the facility management to allocate court resources and communicate with us regarding any scheduling issues. Kent is proactive in keeping me informed of all of the court assignments and allocations and any scheduling issues we need to deal with.

As a player, I have played many matches at SATC during Kent's tenure, and have always found the staff friendly and the facilities well taken care of.

I highly recommend that Kent Franke and Rippner Tennis be kept on in their current role and look forward to working with them for many tennis seasons to come.

Sincerely,



Susan Cippele
Executive Director, WTTA



TYLER JUNIOR COLLEGE

October 8, 2015

To Whom It May Concern:

My name is Kimm Ketelsen. I am the director of the Professional Tennis management program at Tyler Junior College. I want to recommend Kent Franke for a management position at South Austin Tennis Center in Austin, Texas.

Kent was a student of mine a few years ago and distinguished himself as leader and a top tennis professional. His maturity and his dependability was exceptional. His fellow PTM students all benefitted from his example. His ability to grasp the changes of tennis merchandise will be a plus for the South Austin Tennis Center.

Any questions for me please contact me at kket@tjc.edu

Sincerely yours,



Kimm Ketelsen

joanneatherton

TENNIS PRO / EVENT PLANER / PROGRAM COORDINATOR

Over 20 years of hands-on experience in teaching tennis, setting up and maintaining successful athletic programs, at the college, adult, and junior levels, and planning and coordinating events. Posses a passion for teaching, organizing, and changing lives through athletics and team-building.

ACCOMPLISHMENTS

- Selected and traveled with elite junior players to compete abroad in England, attend Wimbledon and participate in tournaments
- Developed incentive packages to promote tennis on college campuses
- Coordinated efforts for the USTA between national office and its state offices
- Organized Junior Camps for Barton Creek Resort & Spa
- Head Coach at North Carolina Wesleyan College
- Academy Head Professional at John Newcombe's Tennis Academy

EXPERIENCE

South Austin Tennis Center

Tennis Pro · Austin, TX · September 2010-Present

- Taught adults and children of all levels
- Established new 2.5 to 3.0 tennis program
- Taught in both group and private settings
- Schedule, book courts and communicate with clients
- Maintained billing and book keeping
- Organized and maintained singles ladder for newer players
- Developed and maintained a singles ladder for newer players

Barton Creek Resort & Spa

Assistant Tennis Pro · Austin, TX · August 2001-Present

- Taught adults and children tennis in private and group settings
- Organized and administrated the Junior Camps
- Instrumental in increasing number of Junior Clinic participants
- Transitioned several children from Junior Clinics to Juror Development Program
- Established and maintained team practices
- Introduced new players to existing programs
- Transitioned players from lower level programs to higher level programs i.e. from beginner to intermediate to advanced

USTA (United States Tennis Association)

Collegiate Tennis Coordinator / Special Events Manager · Atlanta, GA August 2000-June 2001

- Liaison between national office and state offices
- Developed incentive packages to college campuses
- Promoted tennis on college campuses within the southern United States
- Organized, operated, and staffed sectional events

John Newcombe / Prince Tennis Academy

Academy Head Professional / Tournament Director · New Braunfels, TX · August 1998-August 2000

- Coached world ranked ITF players and state ranked players
- Organized drill sessions, tournaments, on and off court activities, and evaluated player performance
- Scheduled tournaments for Academy players
- Organized transportation and accommodations for players at tournaments
- Responsible for getting players approved for tournament play
- Traveled with and coached players
- Aided students with personal and school related issues

-more-

North Carolina Wesleyan College

Head Coach · Rocky Mount, NC · February 1998-August 1998

- Built new men's and women's college tennis program
- Recruited players for both programs

North Carolina Wesleyan College - continued

- Coordinated and scheduled matches with other colleges
- Developed travel, equipment, and recruiting budgets for both programs

John Newcombe / Prince Tennis Academy

Academy Head Professional / Summer Touring Team Director · New Braunfels, TX · November 1994-August 1997

- Selected and traveled with elite junior players to compete abroad in England, attend Wimbledon and participate in tournaments
- Coordinated flight, accommodations, practice and tournament arrangements
- Coached and chaperoned twelve players
- Budgeted expenses and organized activities

Tennis Und Badminton Centrum

Tennis Professional · Einfeld, Germany · April 1994-August 1994

- Developed and administrated summer junior programs for over forty participants of all levels
- Instructed adults and children in group and individual settings
- Responsible for weekly status reports

Van der Meer Tennis Center

Tennis Professional · Hilton Head Island, SC · May 1993-April 1994

- Instructed adults and children in group settings
- Trained new employees
- Interned in reservations office

EDUCATION

University of North Carolina at Wilmington · Bachelor of Arts · Parks and Recreation

- (NRPA/AACR Accredited) *Special emphasis in management of leisure services, marketing and accounting of commercial recreation.*
- *Played NCAA Division 1 Varsity Tennis / Team captain senior year / USPTR Certified*

Austin, TX · 512.785.0253 · jojotherton@gmail.com



817 W 12th ST.
AUSTIN, TX 78701
512.474.8842
DYNAMICREPROGRAPHICS.COM

October 7, 2015

Re: Jo Atherton at South Austin Tennis Center

To Whom It May Concern:

Two years ago I discovered South Austin Tennis Center after trying several other public courts in town that aren't nearly as well run. Jo Atherton is one of the pros there who has both a talent for teaching and a passion for community-building that have led me to call SATC my home base for tennis.

Jo is a fantastic teacher who does clinics and classes that are **very** fun and full of good pointers about technique and strategies. My level of playing, overall fitness, and quality of life have all improved from working with her. She also has a really strong value system that she employs in her coaching. An example of this is, once, when I told her about 'freezing' during matches maybe due to a fear of failure, she reminded me that fear of failure can be turned into excitement about trying something new.

She has organized a ladder of her students that encourages people at all levels of skill to play more matches. She rearranges the ladder groupings to help us to higher levels of play, which in turn gives everyone an ongoing opportunity to meet new people, creating a true community of tennis players and interesting people in the Austin area.

Please feel free to contact me if you have any questions.

With all good wishes,

Lisa Tipps | Owner
817 W. 12th St. Austin, TX 78701
p: 512.474.8842 | f: 512.474.9133
dynamicreprographics.com
Project delivery from paper to glass.™



RIPPNER TENNIS
AT SOUTH AUSTIN TENNIS CENTER

STACI SCHWANTZ

512.332.6779 staci@stacischwantz.com

showing at

CLUTTER

warrenton, tx.

cluttershow.com

antiques and curious goods

showing at

UNCOMMON OBJECTS

1512 S. Congress

Austin, Tx. 78704

uncommonobjects.com

I'm writing this as a recommendation for Jo Atherton, and the whole crew, at South Austin Tennis Center. The amazing group of people that Brie Rippner has assembled there has made learning tennis a truly wonderful experience. From the challenging but fun beginners classes with Kent Franke, to the group clinics, to more advanced classes with Jo, everyone I've interacted with at SATC has been supportive, knowledgeable, welcoming and fun! Jo is an exceptional teacher, and an exceptional person. She knows tennis, knows how to teach, and truly cares. Its rare to find a place that has such a feeling of community, yet is open and affordable to everyone. I sincerely hope that Brie and her great staff continue to manage SATC and that the community that has been built there continues to flourish.

Sincerely,

Staci Schwantz

Stephanus (Fanie) Reinach

120 Buttercup Street

Kyle, TX 78640

Cell: (210) 884-9642

E-Mail: faniereinach@gmail.com

Qualifications

- Twenty-five years of teaching experience.
- Played and Coached on the ATP Tour and the WTA Tour
- Exhibit a good understanding of people and how to deal with them in a social and business setting.
- Enjoy working with people on a daily basis.
- Adjust teaching methods to accommodate people of various age and skill levels.
- Excellent organization and management skills.
- Excellent computer skills. Microsoft Office, Adobe, E-Mail, Web maintenance.

Experience

Tennis Professional.

Sep 2013 - Present

Rippner Tennis

Austin, Texas

Organizing and conducting private and group lessons and clinic of various ages and skill levels.

Director of Tennis/Club Manager.

May 2008 – Aug 2013

Lakecliff Racquet Club

Spicewood, Texas

Organizing and running daily operations of the club including:

- Member recruitment and retention.
- Hired and scheduled tennis professionals.
- Purchasing and inventory control.
- Directed, scheduled and performed clinics and social events.
- Managed billing for accounts receivable and payable.
- Set up and implemented budget control.
- Maintenance and upkeep of website
- Ran and organized tennis tournaments and charity events.

Co-Director of Tennis.

Aug 2007 - April 2008

Bentwood Country Club and Resort

San Angelo, Texas

Setting up and organizing all the various tennis events and programs:

- Budget control for the tennis and swimming pool facilities.
- Interviewed and hired prospective employees.
- Organized Junior Programs so far as scheduling pros, practice format.
- Set up and ran leagues and adult clinics.
- Communicated with members on club activities and programs.
- Coordinated all club activities with the various department heads.

Head Tennis Pro

Feb 2001 - August 2007

Barton Creek Country Club and Resort.

Austin, Texas

Organized all aspects of the tennis program which included:

- Organized and scheduled all the tennis professionals.
- Set up, ran and oversaw junior programs.
- Correlated team matches, court sign ups, clinics and staffing for adult events.
- Advertised Social Events, set up and coordinated for staffing and products/supplies needed.
- Ran and organized Tournaments.
- Promoted and coordinated interclub events with other clubs and organizations.
- Coordinated with upper management and members for use of facility during any event.

Prior 2001

- Associate Director of John Newcomb Tennis Academy. New Braunfels, TX.
Trained and prepared players for all levels of competition.
Organized and scheduled practices, pros and daily operations of the academy.
- Coached and trained **Lori McNeil, Lindsey Davenport, Laura Gildemeister, and Elna Reinach** on the Women's Professional Tour.
- Captain and Coach for the South African and Peru's Federation Cup.
- Director of Tennis at T Bar M Country Club. New Braunfels, TX
- Certified as a U.S.P.T.A. teaching pro in 1990.
- Played on the Professional ATP Tennis Tour and achieved a world ranking in singles and doubles.

Education

- Trinity University in San Antonio TX
- Full Tennis scholarship.
- B.A. Business, Finance Minor

John Hospod

10921 Mint Julep Dr. Austin, TX 78748
john@rippnertennis.com | 512-547-7159

CERTIFICATION

PTR certified tennis **INSTRUCTOR** | **USTA** certified **NATIONAL CLINICIAN** | **CARDIO TENNIS** certified

EXPERIENCE

Associate Professional, Rippner Tennis, Austin, Texas (2007 – Present)

- Provide lessons to groups and individuals from beginner to advanced levels
- Aid in the development of juniors from beginner to Super Champ levels
- Implement USA Team Tennis for juniors
- Train teaching staff

Tennis Professional, The Club at New Territory, Sugar Land, Texas (2006- 2007)

- Implemented team workouts for HLTA and WHLTA (Local Women's Tennis Leagues)
- Served as instructor for open adult lessons
- Coordinated implementation and instruction for Cardio Tennis
- Provided members (juniors and adults) with private lessons
- Lead team of instructors for junior tennis program
- Maintained stringing and racquet repair for pro shop

Tennis Professional, Houston Country Club, Houston, Texas (2005- 2006)

- Provided members (juniors and adults) with private and group lessons
- Maintained stringing and racquet repair for pro shop
- Assisted with member/member and member/guest tennis and social functions

Director of Tennis, Georgetown Tennis Center, Georgetown, Texas (2002- 2004)

- Supervised all operations of large public tennis center
- Developed all lesson programs and leagues for juniors and adults
- Provided members with clinics and lessons
- Served as director of all tennis tournaments
- Coordinated all aspects of facility managements, including contracting for court repair/resurfacing
- Hired and trained on-court and off -court staff

Head Professional, Balcones Country Club, Austin, Texas (1995- 2002, 2004- 2005)

- Conducted private and group lessons for members, from beginners to All-Americans (ages 5-18)
- Coached USTA USA Team Tennis (Juniors)
- Planned and implemented Summer Junior Camp Program
- Provided members and nonmembers with private and semi-private lessons
- Served as on-site director for local USTA tournaments

National Clinician USTA, Texas Tennis Association, Austin, Texas (October 1995-Present)

- Conducted elementary school assemblies under the USTA School Assembly Program
- Served as on-site director for the USTA Texas Section's *Scoop-it-up!* League
- Volunteered services as instructor for Winn Elementary Tennis Carnival
- Organized and implemented tennis workshop at The Settlement Home for attending girls

EDUCATION

Vassar College, Poughkeepsie, New York 12601

- Bachelor of Arts Degree in Psychology with minor in Art History, May 1990
- GPA: 3.5

Rhysie Nance

1318 Newning Avenue, Unit A
Austin, TX 78704
(205) 310-7930

September 25, 2015

To Whom It May Concern:

I am writing to express my recommendation and support for John Hospod and his tennis coaching abilities. After taking a long hiatus from tennis, I had wanted to get back into the sport for the past couple of years. I searched online and decided to try Rippner Tennis due to its location to my house and the great reviews of the instructors and the courts. I called, was put in contact with John, and have thoroughly enjoyed working with him ever since.

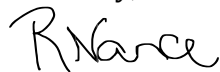
While I was very excited to get back on the court, I was also very nervous. I have played tennis throughout the years with a lot of different instructors, and I can attest that they are not all equal in their teaching abilities. However, about fifteen minutes into my first lesson with John, I knew I had found a great tennis instructor. After watching me play, he immediately suggested the idea of changing my forehand stroke and began explaining the modern game of tennis to me. While it was really difficult to forget the old muscle memory, John has worked very patiently with me as I continue to update my tennis game.

John has utilized a wide variety of techniques to help me understand the nuances of the modern forehand stroke and to help me create the muscle memory needed to play well.

From using the ball machine to demonstrating the strokes to filming me so I can see my mistakes to even using medicine balls to correct my movements, he has used more teaching methods and unique drills than any other instructor I have had. It is awesome.

When I returned home after my first lesson with John I told my roommate, "I think he is the best instructor I have ever had." I still believe that today and fully stand behind that statement. I feel very lucky to have found him as my tennis coach, and I look forward to working with him for a long time. I will go wherever he is teaching, but I hope that it continues to be at Rippner Tennis at South Austin Tennis Center.

Sincerely,



Rhysie Nance

Katherine S. Spiller
1717 Toomey Road, Apartment 227
Austin, Texas 78704

September 30, 2015

To Whom It May Concern:

I discovered the Rippner Tennis Center in South Austin by chance and I'm so glad that I did. As someone who had recently moved to Austin from out of state, having a local and welcoming place to play tennis made a huge difference in making Austin feel like "home". I can't say enough great things about the center as a whole and, in particular, my experience with tennis pro John Hospod.

I've been taking lessons with John for about 9 months now. He does a wonderful job breaking down the technical details for the proper form and strokes without overwhelming someone who is new to tennis. Under John's guidance, I've seen my form improve and equally importantly, my love for the game grow. I now have the confidence to join the group ladders and small tournaments which has opened up a whole new side of tennis for me. I know that I wouldn't have been able to get to this point without John's excellent lessons. I give him my highest recommendation.

Sincerely,

Katherine Spiller

NOAH RIPPNER

(512) 740 9395 – noahrippner2015@u.northwestern.edu

VISION

To become a valuable contributing member of a team of great people working on challenging and interesting problems

CAREER OBJECTIVE

To find a position that allows me to meaningfully contribute by leveraging my skills, education, experience and traits

Current skills:

- Effective written and communication skills
- Strong high-level knowledge and intermediate-level technical skill in data science/analytics
- Thorough skillset and extensive experience with psychometrics and cognitive and behavioral assessment
- Excellent active listening and interviewing skills – training and experience conducting information-gathering interviews of varying levels of structure as well as individual and group counseling with adult and child clients
- Facility with modeling procedures in SAS and R (intermediate-level), machine-learning in Python Scikit-Learn (intermediate-level), visualization in R ggplot2 (strong), data extraction in SQL (intermediate-level) and data munging in Python Pandas (intermediate-level)
- Strong general knowledge of theory and research in cognitive, social and educational psychology
- Excellent ability to research, synthesize and present information from various sources, both informal (e.g. conversations) and formal (scientific literature)
- Time series analysis in R (in development)
- Web scraping and analytics in Python and R (in development)

EXPERIENCE

RippnerTennis
2007 – present

Co-Founder, Manager, Instructor

- Submitted a winning proposal with the City of Austin Parks Recreation Department in 2007 and secured a long-term contract for the management of South Austin Tennis Center
- General manager 2007-2011 -- currently serving advisory role
- Approximately 20 employees
- Comprehensive junior and adult tennis programming, individual instruction and special events
- Multiple winner of Austin Chronicle Best of Austin Reader's Choice award for best tennis facility
www.rippnertennis.com

Round Rock ISD
2011– 2012

Specialist in School Psychology

- Collected, interpreted and reported data sets for determining students' educational strengths and weaknesses and eligibility for specialized instructional programs
- Effectively communicated evaluation results to students, parents, and school personnel in a manner understandable for both technical and non-technical recipients
- Successfully managed special education procedural and documentation requirements in compliance with local, state, and federal guidelines

Chico Racquet Club and Resort
2005– 2007

Director of Tennis

- Successfully managed adult and junior tennis programming, as well as numerous special events
- Produced a continuous flow of marketing outreach, including email announcements, fliers, brochures, and newsletters apprising the community of upcoming events

Northern California Adaptive Living Centers
1999 - 2005

Direct Care Provider

- Implemented Individual Service Plans for youths with developmental or intellectual disabilities in a community-based residential facility
- Served clients whose disabilities manifested severe behavioral challenges
- Developed close personal relationships with clients and became adept at serving their needs with compassion and patience
- Adhered to the science of behavior management in order to help clients be as independent and self-sufficient as possible

Shasta County Office of Education
2002-2003

School Psychologist Intern

- Administered psychoeducational evaluations for grades K-12 at four schools in Shasta County, California
- Designed assessment plans, selected instruments and procedures, interpreted and reported results
- Presented assessment results and recommendations at interdisciplinary team meetings while ensuring understanding for technical and non-technical audience members

EDUCATION

Northwestern University
2013 – 2016
(expected)

Master of Science in Predictive Analytics

- Acquired a broad overview of the field of Data Science
- Developed skill using SAS, R and Python for multivariate linear and generalized linear models, SQL for data extraction, scikit-learn for a selection of machine learning procedures, and ggplot2, matplotlib and js.reveal for visualization
- Courses on network/web analytics and time series analysis underway
- Courses in statistical analysis, database systems, project management and machine learning completed
- 3.86 GPA

Texas State University
2010 – 2011

Specialist in School Psychology

- Course and field work required for Specialist in School Psychology licensure in Texas
- 4.0 GPA

California State University, Chico
2000 – 2003

Master of Arts in Psychology

- School psychology emphasis
- Focuses included social psychology, cognitive, memory and learning, educational disabilities, psychometrics, psychoeducational assessment, individual and group counseling
- 3.89 GPA

University of California, Santa Cruz
1994 – 1996

Bachelor of Arts, Psychology

- Focuses included Social, Personality, Cognitive, Clinical, Industrial and Behavioral psychology as well as research methods.

Tom Emery

USPTA Certified Tennis Professional

Tel 206-930-8067

tom@rippnertennis.com

Qualifications

- 14+ Years of teaching experience
- High energy communicator who creates a positive on court experience for all age levels
- Committed to continued education through the USPTA online courses and regional conventions
- Extensive travel experience in more than a dozen countries including teaching tennis 4 years abroad

Professional Experience

Associate Senior Tennis Professional

Rippner Tennis at South Austin Tennis Center

Austin, Tx.

May 2008 to present

Associate Tennis Professional

Forest Creek Athletic Club

Mountain Terrace, Wa.

Nov 1996-2000, Aug 2004-2008

- Director of Junior Tennis for ages 11-18
- Head Stringer
- Pro Shop Manager

Manager

Royal Bayswater Hotel

London, England

2000-2003

- Hired, coordinated, and managed payroll for a staff of 25+ employees
- Directed the supervision of advertising through a variety of online and print media outlets
- Taught tennis by appointment locally at Hyde Park

Education

Shoreline Community College

- 1994-1996

Certification and Accreditations

USPTA

- Professional 1 Certified 2004-Present

USPTR

- Certified 1996-2000

To whom it may concern

It is my privilege to write this letter of recommendation for Tom Emery. Tom is a tennis instructor at the South Austin Tennis Center. I have known Tom for more than 6 years. Over the years he has been a very good friend and wonderful tennis instructor to both me and a number of young and adult players at the South Austin Tennis Center. Tom is one of the tennis instructors that I know who is very passionate about helping others become better tennis players. He enjoys mentoring and bringing new people in the sport of tennis. The time I have known him, I have seen him help all sorts of people regardless of whether they are beginners, intermediate, or elite. Personally, Tom has helped to grow my tennis game not only physically, but also mentally.

Tom is a very good advocate for the sport of tennis. Through our conversations and watching him on court he is very passionate about being out there on the court training people. In addition, there are some other key qualities that I have seen in Tom, which set him apart from many other tennis trainers:

1. Knowledge about the sport of tennis - Tom is very knowledgeable about the sport of tennis and he is able to effectively pass on this knowledge to his trainees. Based on my experience working with him, he is very knowledgeable about things such as efficient tennis movement and footwork, basic tennis strategies and successful tactics, different tennis grips and how they affect the strokes, and spins.
2. Patience with the trainees - I started playing tennis in my old age. Being a new and an adult tennis player at the same time has been a very big hurdle for me. Many times I lost confidence in myself from having to do things over and over and on several occasions I contemplated giving up the game all together. However, in Tom I found a very patient and understanding trainer who made me feel comfortable through use of positive reinforcement and constructive critical response. For example, I continually struggle a lot with technical aspects of the tennis strokes and movements, but Tom made me realize that even the best players in the world have had, and continue to have such struggles. This has lessened the pressure and frustrations that I continue to have and has given me courage to work harder and not give up.
3. Communication skills - Tom's tennis teaching ability is matched with his good communication skills. Personally, I learn better through watching and trying to model strokes and movements. Tom employs both verbal communication and step-by-step modeling of each movement.
4. Flexibility - What sets Tom apart from other trainers that I have worked with is his approach when training people. Whereas he emphasizes tennis principles, he does not try to create a teacher clone out of the people he trains. He, for example, sometimes tries to identify and encourage people's natural tennis abilities that can be developed.

Playing with Tom, I have become a different player, loving the game and looking forward to how much more I can learn.

Tom is a good guy. He has a great personality, and he is a gift to any Tennis Club. Keep up the wonderful work you are doing and thank you for all you are doing to help others grow in the sport of tennis.

Thanks for your consideration of this letter of recommendation.

Henry Katumwa,
Telephone: 512-586-7744

October 10, 2015

To Whom It May Concern:

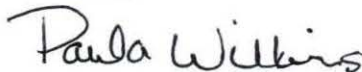
I am writing this letter to give my highest possible recommendation for Tom Emery as a coach and tennis instructor. I have known Tom for approximately seven years. During that time I have attended his clinics, sometimes several times a week, and he has coached me on a weekly basis.

Having attended clinics led by other coaches, I find that Tom's clinics contain more variety in their weekly structure and that he gives excellent information and tips about performing specific skills and playing the game of tennis in order to improve the participants overall game. Tom's interpersonal skills are a big reason for his success. He is able to easily explain new concepts and information so that it is easy for his students to understand and integrate into their play. He is enthusiastic and passionate about tennis, and it is a big part of why his clinics are always full and have a waiting list. I always have fun, yet work hard to improve my skills in his clinics, and look forward to coming back. I have been able to take skills I've learned from his clinics and apply them to my match play.

A positive relationship with a coach is needed for a student to progress and perform. Tom has achieved this by maintaining a high level of understanding, honesty, support, responsiveness, friendliness, cooperation, caring and respect with his students. I especially like that he is assertive and honest. Of all the coaches I've worked with Tom has pushed me the hardest to improve my physical and mental skills. He listens to my needs and then helps me to learn what I need to do to properly, so that I can take those skills and go practice them. He encourages his students to develop good habits and to practice through match play. He will connect people together to practice if they are struggling to find partners. He is also very knowledgeable about equipment that will fit our needs. He goes above and beyond what is expected from a coach. He often starts working by giving lessons in the morning and throughout the day, finishing coaching and his clinics at night when the facility is closing. There is always a waiting list to not only attend his clinics, but also to get time on his schedule to take lessons. He regularly works six days a week to accommodate his clinics and lessons. He has personally helped me to develop my game to a much higher level, enabling me to compete stronger both mentally and physically in tournaments. I can't imagine being able to compete in tournaments without his help.

In summary, Tom Emery is clearly the best coach I've worked with. From the positive comments of others, and the fact that he is one of the most sought after coaches at our facility, proves he has the qualities that make him highly successful. I think he would be an outstanding asset to any tennis program. I give him my highest recommendation.

Sincerely,



Paula Wilkins

Janie Nowland
Janowland@gmail.com
110 Poplar Dr • Buda, TX • (512) 557-3905

Career Objective

My goal is to become associated with a company where I can utilize my skills and gain further experience while enhancing the company's productivity and reputation.

EXPERIENCE

Tennis Instructor – South Austin Tennis Center; Austin, TX

February 2015 - Present

- Developing and organizing daily lesson plans
- Communicating those lesson plans to other tennis instructors, and students
- Supervise and coach students on the fundamentals of tennis
- Formulate private lessons for individual students

Veterinary Assistant – Springtown Veterinary Hospital; San Marcos, TX Summers: May 2010 – August 2012

- Husbandry and medical care for hospitalized patients
- Communicate with patient's owners on a daily basis about the progress of their pet
- Assist veterinary technicians and veterinarians during medical procedures

Kennel Technician – Austin Pet Ranch; Austin, TX

May 2012- August 2012

- Grooming, watering, feeding, medicating, and supervising the dog's group exercise throughout the day
- Coordinating daily arrivals and departures on internal computer program
- Promote the facilities unique opportunities like morning walks, and daycare specials to potential clients

EDUCATION

Arkansas State University

Bachelor of Arts in Chemistry

May 2014

Minor: Biology

HONORS

Arkansas State University

Full Athletic Scholarship

August 2010

Institutional Honor: Cum Laude

May 2014

SKILLS

- Microsoft Office (Excel, Word, PowerPoint, Access)
- Technical Literacy
- Customer Service
- Time Management
- Planning/ Organizing

Connor Jordan Bond

3813 Duval Street, Austin, Texas 78751 United States
512-968-6660 | ConnorBond@gmail.com

EDUCATION

College of Coastal Georgia	Brunswick, GA
Bachelor of Science, Business Administration, Marketing Concentration	Expected: August 2014
	GPA: 3.24

Professional Experience

South Austin Tennis Center	Austin, TX
Associate Teaching Professional	June 2014 - Present

Plans and directs instructional programs. Provides lessons and clinics relating to the techniques and strategies of tennis clients. Organizes, administers, and officiates at tournaments, exhibitions and inter- and intra-club social events. Administers and enforces club tennis policies and procedures regarding play on club courts.

A&P Quality Care Medical	Austin, TX
Sales and Marketing Student Intern	May 2013 - August 2013

Worked exclusively with the head of Business Development to improve customer retention and satisfaction in regards to their respiratory devices, home medical equipment, and CPAP therapy.

South Austin Tennis Center	Austin, TX
Junior Tennis Instructor	May 2012 - August 2012

Helped to direct three hour long camps four days a week with as many as 15 students at a time, ages 18 and under. The focuses of the camps were to develop competitive tennis skills and maximize athletic and technical potential

Humane Society of South Coastal Georgia	Brunswick, GA
Volunteer	March 2012 - May 2012

Worked with Microsoft Office programs such as; Word, Excel, and Access, as well as with company programs such as Constant Contact and Neon CRM to implement an easy and effective way of managing donor databases, E-mailing systems, and data entry of future clientele.

RELEVANT COURSEWORK

-
- | | |
|--|--|
| ▪ ACCT 2101 (Principles of Accounting I) | ▪ BUSA 1105 (Introduction to Business) |
| ▪ ACCT 2102 (Principles of Accounting II) | ▪ MGMT 3320 (Operations Management) |
| ▪ MKTG 3110 (Integrated Promotion) | ▪ CSCI 1201 (Computer Concepts) |
| ▪ BISM 3100 (Principles of Management Information Systems) | ▪ MKTG 4100 (Market Research) |
-

HONORS AND ACTIVITIES

-
- College of Coastal Georgia Deans' List Recipient: Spring (2012), Fall (2013)
 - Member of the College of Coastal Georgia Mens' Tennis Team (2010-2014)

Wyatt Downey

4036 Berkman Drive
Austin, TX 78723

214 437 5200
wyattdowney@gmail.com

Education

CELTA, University of Texas at Austin Summer 2015

- Taught 6 hours of observed lessons to classes of up to 28 students
- Observed experienced EFL teachers for 6 hours
- Received daily feedback and guidance from experienced EFL teachers

American University, Washington, DC January 2009 – August 2012

School of International Service

- Bachelor of Arts, International Studies: U.S. Foreign Policy Specialization
- Fall 2010 spent semester abroad studying at La Sorbonne in Paris, France

Work Experience

Gerson Lehrman Group April 2014 – April 2015
Austin, Texas

Senior Research Associate

- Facilitated professional learning for a membership of current and former C-Level executives
- Personally recruited the former CEO of Volvo, North America to host a roundtable in NY
- Worked daily with the “Big 3” management consulting firms to meet their professional learning needs

Rippner Tennis Center December 2011 – April 2014

Austin, Texas

Front Desk Staff

Staff member at the largest public tennis facility in Austin. Frequently work as the only staff member on duty and handle day-to-day operations. Duties include training new employees and managing the company website. Received performance based recognition in November 2012.

Volunteer Work

Texas Campaign for the Environment Summer 2010

Dallas, Texas

Raised over 500 dollars and raised public awareness for a campaign to recycle computer parts. Contributed time to assist the organization with clerical work.

Voter Registration Volunteer Fall 2012

2012 Presidential Election Campaign

Austin, Texas

Organized voter registration events, recruited volunteers, and prepared materials helping to register over 17,000 voters.

Languages

- Native English Speaker
- Intermediate French

|P| Proposal Acceptance Period

Overview

The proposal of RippnerTennis is valid for a period of 180 days following the RFP close date.

|Q| Authorized Negotiator

Overview

Aubrie Rippner, whose address is 4625 Trail West Drive, Austin, TX 78735, and telephone number is 512-466-1044, is authorized to negotiate contract terms with the City of Austin and to render binding decisions on contract matters.

|R| Offer Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: RippnerTennis, LLC
Company Address: 4625 Trail West Dr
City, State, Zip: Austin, Tx 78735
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Aubrie Rippner Parsons
Title: President
Signature of Officer or Authorized Representative: Aubrie Rippner Parsons
Date: 10/29/15
Email Address: bric@rippnertennis.com
Phone Number: 512-466-1044

* Proposal response must be submitted with this Offer sheet to be considered for award

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	RippnerTennis, LLC	
Physical Address	4625 Trail West Dr Austin, Tx 78735	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name RippnerTennis, LLC

1. Company's Name RippnerTennis, LLC
Name and Title of Contact Aubrie Rippner Parsons
Present Address 4625 Trail West Dr
City, State, Zip Code Austin, Tx 78735
Telephone Number (512) 466-1044 Fax Number ()
Email Address bric@rippnertennis.com

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name Rippner Tennis, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: TVN0056

PROJECT NAME: South Austin Tennis Center Management Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

RippnerTennis, LLC

Company Name

Aubrie Rippner Parsons

Name and Title of Authorized Representative (Print or Type)

Aubrie Rippner Parsons

Signature

10/29/15

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: TVN 0056

PROJECT NAME: South Austin Tennis Center Management Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Aubrie Rippper Parsons		
Address	4625 Trail West Dr		
City, State Zip	Austin, Tx 78735		
Phone Number	512-466-1044	Fax Number	
Name of Contact Person	Aubrie Rippper Parsons		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Aubrie Rippper Parsons
Name and Title of Authorized Representative (Print or Type)

Aubrie Rippper Parsons
Signature

10/29/15
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

|S| Addendums



ADDENDUM
CITY OF AUSTIN, TEXAS

Solicitation: RFP TVN0056

Addendum No: # 1

Date: 10/1/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1: Please provide total revenue for South Austin Tennis Center.

A1: Under the current contract, the City collects court fee revenue only. The City does not have information on total revenue for South Austin Tennis Center.

Q2: Please provide income statements for the current contractor.

A2: Under the current contract, the City does not require the contractor to submit income statements.

Q3: Please provide the current contractor's total expenses.

A3: Under the current contract, the City does not require the contractor to provide information on its expenses.

Q4: Please provide the City's total expenses for South Austin Tennis Center.

A4: See attached.

Q5: When is the start date for the new contractor?

A5: The City's desired start date for the new contractor is February 26, 2016.

Q6: When does the current contract expire?

A6: The current contract expires February 25, 2016.

II. Clarification: "Two years of your organization's audited financial statements" is deleted from Paragraph I (Financial Viability) of Section 0600 Proposal Preparation Instructions & Evaluation Factors.

III. Additional Information: Please see the attached additional information.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Writanen, Senior Buyer
Purchasing Office, 512-974-7711

Date:

10/1/15

ACKNOWLEDGED BY:

Aubrie Ripper Parsons
Name

Aubrie Ripper Parsons
Authorized Signature

10/29/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP TVN0056

Addendum No: # 2

Date: 10/5/15

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Pre-Proposal Conference Location Change:** The location of the Pre-Proposal Conference scheduled to take place on Tuesday, October 6, 2015 has been changed to:

PARD Aquatics Administration
Conference Room
2818 San Gabriel
Austin, TX 78705

II. **Questions:**

Q1: What was paid by the City to the current contractor in the last three years?

A1: Under the current contract, the City pays the current contractor a \$3,000 per month management fee.

Additionally, the City pays the current contractor a bonus, which is based on 30% of all revenues generated from tournament and court fees (excludes annual fees) in excess of \$40,000; 40% of all revenues generated from tournament and court fees (excludes annual fees) in excess of \$60,000; and 50% of all revenues generated from tournament and court fees (excludes annual fees) in excess of \$80,000.

In the past three years, the City has paid the current contractor the following amounts in year-end bonuses:

2012 – 2013	\$19,823.33
2013 – 2014	\$18,855.71
2014 – 2015	\$21,501.92

Q2: How were bonuses verified?

A2: Bonuses were verified by weekly court fee reports.

Q3: How did the current contractor break down court fee revenue?

A3: Under the current contract, the contractor reports court fee revenue in two categories: prime time or non-prime time.

Q4: Please provide the revenue breakdown for lessons, classes, tournaments, etc.

A4: Under the current contract, the contractor is only required to submit weekly reports for court fee revenue only. Because the contractor receives 100% of all pro shop sales and any income from tournaments, lessons, classes, etc., the City does not require reports from those revenues.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Wilkunen, Senior Buyer
Purchasing Office, 512-974-7711

Date: 10/5/15

ACKNOWLEDGED BY:

Aubrie Rippner Parsons
Name

Aubrie Rippner Parsons
Authorized Signature

10/29/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP TVN0056

Addendum No: # 3

Date: 10/7/15

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarification:

1. In Paragraph I, Financial Viability of the Proposal Preparation Instructions & Evaluation Factors (Section 0600), the City is looking for the Proposer's detailed financial strategy and plan for managing South Austin Tennis Center.
2. The City will provide the Contractor with an Automated External Defibrillator (AED).

II. Questions:

Q1: Can a contractor propose a different fee structure than what is in place under the current contract?

A1: Yes, the City will consider fee structures other than what is currently in place. Please refer to Paragraph I of the Proposal Preparation Instructions & Evaluation Factors (Section 0600). Refer to Paragraph 5.3 of the Scope of Work (Section 0500) for parameters on fees charged to customers.

Q2: Who is responsible for landscaping? Who is responsible for court washing?

A2: The City will clean out flower beds, trim trees, and mow the grass approximately every two weeks. The contractor will be responsible for court washing.

Q3: How many references must be included in the proposal?

A3: There is no specific number of references stipulated in the Request For Proposals.

Q4: According to the Tennis Operating Policies, residents and non-residents are charged different court fees. How is the contractor expected to verify residency status?

A4: Until a City-wide process is established, this will be done on an honor system.

Q5: Who pays for Criminal Background Investigations?

A5: The City will pay for Criminal Background Investigations.

Q6: Have there been any break-ins in the last five years?

A6: Yes. A few years ago, there was a break-in through the back door. The door has since been replaced with a metal door and new lock.

Q7: Does the Facility have a video security system?

A7: No. The Facility is equipped with an alarm system that transmits notification when it is triggered. The contractor may install video security at their own expense.


Q8: Please provide the number and breakdown of participants at South Austin Tennis Center.

A8: The numbers below reflect total participants at South Austin Tennis Center, not unique player count. Example: If one person played 10 times in the month, it would count as 10. Participants were not tracked based on type of usage (i.e., clinic, lesson, etc.)

	Youth	Adult	Senior	Yr. Total
2012-13	5,695	33,789	1,198	40,682
2013-14	6,888	32,071	823	39,782
2014-15	4,796	32,059	821	37,676

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Wirtanen, Senior Buyer
Purchasing Office, 512-974-7711

Date: 10/6/15

ACKNOWLEDGED BY:

Arbie Ripper Parsons
Name

Arbie Ripper Parsons
Authorized Signature

10/29/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP TVN0056

Addendum No: 4

Date of Addendum: 10/29/2015

This addendum is to incorporate the following changes to the above referenced solicitation:

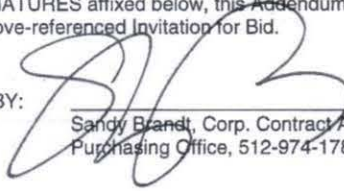
1.0 Changes to solicitation due date as follows;

1.1 The proposal due date is hereby extended until: 2:00 pm, Thursday, November 5, 2015

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:


Sandy Brandt, Corp. Contract Administrator
Purchasing Office, 512-974-1783

Date: 10/29/15

ACKNOWLEDGED BY:

Aubrie Rippner Parsons
Name

Aubrie Rippner Parsons
Authorized Signature

10/29/15
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-17140

Date Filed:
02/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RippnerTennis, LLC
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

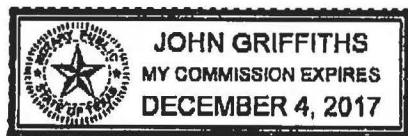
MA 8600 NA07000061
 Tennis Pro Management Services for South Austin Tennis Center-PARD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Aubrie Rippner
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Aubrie Rippner, this the 23rd day of February, 2016, to certify which, witness my hand and seal of office.

John Griffiths
 Signature of officer administering oath

John Griffiths
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath