

Minutes of the Game, Fish, and Parks Commission
Teleconference February 3, 2014

Vice Chairman John Cooper called the teleconference meeting to order at 2:01 PM. Roll call indicated Commissioners John Cooper, Paul Dennert, Barry Jensen, Gary Jensen, Cathy Peterson, Scott Phillips, Duane Sather, and Jim Spies were present. Roll call from conference rooms where the public could listen to the proceedings were the Game, Fish, and Parks at the Sioux Falls Region 3 office, the Rapid City Region 1 office, the Lewis and Clark RA Park Office near Yankton, and the Joe Foss Building in Pierre were answered.

Vice Chairman Cooper welcomed Commissioners Paul Dennert and Scott Phillips to their first meeting of the Game, Fish, and Parks Commission.

Cooper called for a motion to go into Executive Session to discuss legal and contractual matters.

Peterson made a motion with second by Spies TO GO INTO EXECUTIVE SESSION. Motion carried unanimously by roll call vote. Ascher indicated the Commissioners were to hang up and dial into the Executive Session per instructions provided earlier in the day. The Executive Session would last about half an hour and the public were welcome to remain on the call or dial back into the meeting in half an hour. The conference room locations in Sioux Falls, Rapid City, Yankton, and Pierre would remain on the conference call and the Commissioners would return to the public meeting upon completion of the Executive Session. A roll call would be called again as the Commission cannot take action during Executive Session.

Executive Session

The Executive Session began at 2:13 PM with roll call indicating Commissioners Cooper, Dennert, Barry Jensen, Gary Jensen, Peterson, Phillips, Sather, and Spies were present. GFP Department Secretary Jeff Vonk, GFP Attorney Richard Neill, Parks Director Doug Hofer, Concession Manager Sean Blanchette, Attorney Paul Bachand, Parks Regional Manager Jeff VanMeeteren, and recording secretary Debra Ascher were present for the Executive Session.

Secretary Vonk introduced Paul Bachand to the Commission. Bachand is the attorney representing the Department with legal and contractual matters regarding the Lewis and Clark Marina. Bachand briefed the Commission and answered questions.

Barry Jensen made a motion with second by Spies TO END THE EXECUTIVE SESSION. Motion carried with unanimous roll call vote and Executive Session concluded at 2:45 PM.

Division of Parks and Recreation

Vice Chairman Cooper requested at 2:48 PM a roll call be taken to resume the regular meeting. Commissioners answering roll call were: Cooper, Dennert, Barry Jensen, Gary Jensen, Peterson, Phillips, Sather, and Spies. Roll call from conference rooms locations at the Game, Fish, and Parks offices at the Sioux Falls Region 3 office,

the Rapid City Region 1 office, the Yankton Lewis and Clark RA Park Office, and the in the Joe Foss Building in Pierre were answered.

Attorney Paul Bachand representing the Department presented a summary of a Settlement Agreement between the Lewis and Clark Marina Concessionaire and the Division of Parks and Recreation that defines the terms and the process for the concessionaire to sell his possessory interest in the marina and for the Department to issue a prospectus soliciting interested parties wishing to enter into a lease to operate the Lewis and Clark Marina and Restaurant. Bachand recommended Commission approval of the Settlement Agreement.

Parks Director Doug Hofer presented Prospectus Items for the Lewis and Clark Marina Concession which included information about the current contract, services currently offered, and the process to secure a new concessionaire. Based on a survey completed by boaters and customers of the Lewis and Clark Marina, the Department is recommending the new lease require an expansion of required restaurant hours to include breakfast on the weekends, and Monday holidays during the summer, and add a requirement that the marina service department is open on weekends during the summer.

Hofer requested Commission approval to advertise a Request for Proposal (RFP) to solicit a Concessionaire to operate the concession at the Lewis and Clark Marina in the Lewis and Clark Recreation Area west of Yankton. The current Concession Agreement will expire on December 31, 2014. In accordance with A.R.S.D. Chapter 41:13, the Division is developing a prospectus and a draft ten year concession agreement. The current Concessionaire's property has been appraised per A.R.S.D. 41:13. The Department and the current Concessionaire have entered into a Settlement Agreement to resolve issues that may arise in connection with the Prospectus, solicitation of bids and awarding of the New Concession Lease, and to anticipate the possibility of transfer of the operations and assets at Lewis and Clark Recreation Area to a new concessionaire. The deadline for RFP responses will be set for no later than June 30, 2014. A bid selection is anticipated to take place prior to September 30, 2014, with a recommendation for a final concession lease being presented to the Commission prior to December 31, 2014. Director Hofer is seeking concurrence from the Commission to move forward with this process.

Gary Jensen made a motion with second by Barry Jensen TO APPROVE THE SETTLEMENT AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT AND THE CURRENT CONCESSIONAIRE AND AUTHORIZE THE DEPARTMENT TO ISSUE AND ADVERTISE A REQUEST FOR PROPOSAL FOR A CONCESSIONAIRE TO PURCHASE AND OPERATE THE MARINA CONCESSION AT LEWIS AND CLARK RECREATION AREA IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SETTLEMENT AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT AND THE CURRENT CONCESSIONAIRE AND LEASE STANDARDS AS DISCUSSED IN THE SUMMARY PROVIDED TO THE COMMISSION AND ATTACHED HERETO. FINAL CONCESSIONAIRE SELECTION AND CONCESSION

AGREEMENT WILL BE SUBJECT TO COMMISSION APPROVAL (Attachment A and B). Motion carried unanimously by roll call vote.

Peterson made a motion with second by Sather TO ADJOURN THE MEETING. Roll call vote showed unanimous vote to adjourn and meeting adjourned at 2:59 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeff Vonk', written in a cursive style.

Jeffrey R. Vonk, Department Secretary

SETTLEMENT AGREEMENT
LEWIS AND CLARK MARINA

This Settlement Agreement is made and entered into this 30th day of January, 2014, by and between the State of South Dakota, Department of Game, Fish and Parks (hereinafter "Department"), of 523 East Capitol, Pierre, SD 57501, and Lewis and Clark Marina, LLC. (hereinafter "Concessionaire") of 43527 Shore Drive, Yankton, SD 57078.

WHEREAS, Concessionaire is the concessionaire under an existing concession lease agreement, as amended, with Department, for the operation of facilities and concessions at Lewis and Clark State Recreation Area, which said concession lease will expire on December 31, 2014; and

WHEREAS, in accordance with ARSD 41:13, the Parks and Recreation Division of the Department is presently in the process of developing a Prospectus for the issuance of a new concession lease at Lewis and Clark Recreation Area (hereinafter "New Concession Lease"); and

WHEREAS, the parties desire to enter into an agreement in advance to resolve issues that may arise in connection with the Prospectus, solicitation of bids and awarding of the New Concession Lease and to anticipate the possibility of transfer of the operations and assets at Lewis and Clark Recreation Area to a new concessionaire;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties hereto, the parties agree as follows:

1. The entirety of this agreement including all terms and conditions of this agreement is subject to approval by the South Dakota Game Fish and Parks Commission (hereinafter "Commission"). Should the Commission not approve this agreement, this agreement is null and void without further action by either party to this agreement.
2. Subject to approval by the Commission, the Commission will issue a Prospectus in connection with soliciting bids for the new Lewis and Clark concession lease which will provide for the following:
 - a. That a new concessionaire shall be required to purchase Concessionaire's interest in concessionaire facilities and personal property used in providing concession services at a total price of \$3,000,000 as more fully explained and itemized on the "Summary Appraisal Report of the Leasehold Interest Held By Lewis and Clark Marina" dated Feb 3, 2014, attached hereto and Exhibit "A" and incorporated herein by this reference.

- b. That a new concessionaire shall be required to purchase Concessionaire's interest in intangibles used in providing concession services at a total price of \$37,000 as more fully explained and itemized on the "Intangible Listing" attached hereto and Exhibit "B" and incorporated herein by this reference.
 - c. Closing is anticipated to take place on or before January 9, 2015. The closing site shall be a neutral site such as a title insurance company or bank. Any escrow closing costs shall be the expense of the new concessionaire. Concessionaire shall cooperate with all reasonable closing requirements which are necessary to close the transaction in a business-like manner. Concessionaire will upon full payment for all such property on the appraisal, provide a Bill of Sale to the new concessionaire at closing.
 - d. All payments to Concessionaire by the new concessionaire required under this Agreement and under the Prospectus shall be made in full at the time of closing.
3. Should the Concessionaire sell his interest as a result of the prospectus issued pursuant to paragraph 2, the Department will reimburse the Concessionaire for improvements made to Government Facilities in the total amount of \$63,000. This amount is due and owing on or before January 31, 2015, only upon the following conditions:
- a. A new concessionaire is approved by the Commission and the new concessionaire enters into a Commission approved concession lease for the Lewis and Clark Marina with the Department on or before January 9, 2015;
 - b. The new concessionaire purchases the concessionaire's interest pursuant to the prospectus issued pursuant to paragraph 2 and closes on that purchase on or before January 9, 2015;
 - c. The Concessionaire transfers all items as contained in the prospectus and Exhibit "B" to the new concessionaire on or before January 9, 2015; and
 - d. The Concessionaire does not commit a material breach of the lease agreement dated January 19, 2005 including any amendments and a satisfactory inspection of the Lewis and Clark Marina Concession Area and related facilities including Concessionaire Facilities and Government Facilities.
 - e. In the event the Concessionaire operates the marina for an additional season pursuant to Section 11 below, the reimbursement amount set forth herein shall be reduced to \$51,000 and payable in a like manner no later than January 31, 2016 conditioned upon the Concessionaire not committing a material breach of the lease agreement dated January 19, 2005 including any amendments, a satisfactory inspection

of the Lewis and Clark Marina Concession Area and related facilities including Concessionaire Facilities and Government Facilities and the Concessionaire compliance with all terms contained in Section 11 below.

4. The parties agree that in the final period of operation of the current concession agreement, it may be necessary for the Concessionaire to purchase items of personal property for the continued operation of Lewis and Clark Marina. It is expected that from time to time personal property items, including but not necessarily limited to such items as dock items, refrigerators, small kitchen appliances, etc., will become inoperable and not repairable, and will need to be replaced. The agreed to inventory of property and the associated values will be adjusted as the purchases / replacements occur, and changes to the inventory will be communicated within a reasonable time of purchase with proof of purchase to the Department. The value of the inoperable item(s) will be deducted from the inventory and the value at cost of the replacement item(s) will be added. It is expected and agreed that items purchased will be similar in style, function and cost as the item(s) being replaced. Concessionaire agrees that while these purchases may be reasonably necessary and required, it is not interested in larger purchases during this final period of operation and will not be required to purchase any such larger items for replacement in Concessionaire's discretion. It is agreed that before Concessionaire purchases any item(s) with an aggregate purchase price of \$2,000.00 or more, it must receive the prior written approval of the Department which may not be unreasonably withheld; and provided further, that the requirement for prior written approval shall be waived in emergency situations where the Department is not available. In an emergency situation, Concessionaire shall be allowed to immediately order replacement items priced in excess of \$2,000.00, provided that the Concessionaire shall notify the Department (see Paragraph #20) as soon as reasonably possible following such purchases.
5. The parties agree that in the event it becomes necessary for a transition of management and operations from Concessionaire to a new, as yet to be identified or selected concessionaire at the termination of the current concession agreement, it shall be necessary and required for purposes of purchase by a new concessionaire to conduct an inventory of perishable items maintained in stock and in the possession of Concessionaire at the termination of the concession agreement. These items will include but not necessarily be limited to marketable merchandise and sundries from the retail store, kitchen and food stuffs and goods, cleaning supplies, maintenance and repair parts and supplies, etc. Values and compensation for inventoried items not covered under the appraisal shall be inventoried and valued as agreed upon by Concessionaire and the new Concessionaire. In the event that

Concessionaire and the new concessionaire cannot reach an agreement, the values of compensation for inventoried items not covered by the appraisal shall be based on actual invoice costs to Concessionaire. In the event Concessionaire is unable to produce invoices for the same, the items may be valued by an appraiser at the equally shared expense of the Concessionaire and new concessionaire. The new concessionaire shall be required to pay Concessionaire for such inventoried items excluded from the appraisal at closing.

6. The parties acknowledge that additional personal property may be identified subsequent to the execution of this Agreement which was not included in the appraisal conducted by Shaykett Appraisal Company, Inc. of Sioux Falls, South Dakota. The parties agree that Concessionaire in its sole discretion may either maintain possession of this property or arrange on its own to sell it to a new concessionaire or other third parties.
7. Concessionaire agrees to cooperate with the Department in scheduling and providing staff to assist with an initial site visit by prospectus bidders. Concessionaire agrees to waive any claim for compensation for the time of its principals or staff in participating in the initial site visit of the premises. Additional site visits shall be permitted, provided, however, that such site visits shall be supervised by the Department, and need not involve Concessionaire, its principals or staff, and arrangements for such additional site visits shall be made by mutual agreement with Concessionaire at least twenty-four (24) hours in advance to keep to a minimum any disruption to Concessionaire or resort guests. Concessionaire agrees that it will not independently respond to inquiries received from potential prospectus bidders. In the event it receives such inquiries, Concessionaire agrees to advise any potential prospectus bidders that any inquiries must be made in writing directed to the Department. If the Department is unable to provide a satisfactory response to such inquiries, it will forward such inquiries to Russell Marsh, who shall within seven (7) days of his receipt thereof provide the Department with Concessionaire's reasonable written response to such inquiries. Upon its receipt of Concessionaire's responses, the Department will forward responses to inquiries to all Prospectus bidders. In addition, Concessionaire agrees to waive any claim for compensation for the time of its principals or staff spent in participating in a tour of the premises and reasonable review of the property with a prospective or new concessionaire.
8. Concessionaire, its officers, and authorized representatives, agrees to take no actions or make representations of any kind which are designed or intended to discourage or influence interested parties from bidding for the new Lewis and Clark Marina Concession Lease or to influence the amount of the bid by a prospective concessionaire. Concessionaire will not misrepresent any matters concerning the resort facilities or concessions to a prospective concessionaire.

9. Following selection of the new concessionaire and no later than December 31, 2014, Concessionaire shall provide the new concessionaire with a dock reservation summary and boat storage fees as of the last day of the month prior to the selection of the new concessionaire and thereafter update it on a monthly basis. The dock reservation summary and boat storage summary shall include, for each dock or boat stored, a summary of the renter and the amounts of advanced deposits received. At closing, Concessionaire shall provide the new concessionaire with a complete accounting of receipts for dock reservations, advance deposits and boat storage fees. All dock rental fees and all boat storage fees collected by Concessionaire in advance for any effective period after the expiration of the current Concession Agreement shall be paid over to the new concessionaire at the time of closing with the new concessionaire. The Concessionaire shall pay over to the new concessionaire the pro-rata share of boat storage fees.
10. Financial information, except for tax returns, required under the current Concession Agreement may be included in the prospectus or made available to prospective bidders in regards to developing their proposals for the operation of the marina.. The Concessionaire will cooperate with the Department in providing additional financial information and documents, including tax returns, to potential bidders. The disclosure of proprietary information and tax returns of the Concessionaire may be conditioned upon a confidentiality provision.
11. Should the Commission not select a new concessionaire or should a new concessionaire selected by the commission not enter into a Commission approved concession lease for the Lewis and Clark Marina with the Department on or before December 31, 2014;, the Concessionaire may operate the marina as defined in Exhibit A-1 and A-2 in the concession lease agreement for no more than one additional year subject to the following:
 - a. That the Concessionaire complies with the current Concession Agreement and amendments during 2014 and commits no material breach of that agreement.
 - b. That all terms and conditions of the current Concession Agreement shall remain in full force and effect, except as may be modified herein. All notice of default, materiality conditions, and cure periods set forth in the Concession Agreement are hereby restated and incorporated herein by this reference;
 - c. During the additional operating season contemplated in this Section, the Concessionaire agrees to operate the Marina as required under the existing lease and any amendments and additionally as follows:
 - i. The service department will open from 8 a.m. to 5 p.m. each day of the week; and

- ii. The marina restaurant will be open at 7 a.m. on weekends for breakfast.
 - iii.
12. Should the Concessionaire not operate the marina in 2015 either by choice or due to failure to operate the marina pursuant to the requirements set forth in Section 11 above, the Concessionaire, hereby consents to the Department obtaining a temporary operator. In such event, the Concessionaire is entitled to compensation as provided in Section 13(c)(2) of the Concession Agreement.
13. In any event, Concessionaire shall be required to remove all concessionaire facilities, not including leasehold improvements, and personal property and restore all Government Facilities to a condition satisfactory to the Department on or before December 31, 2015.
14. This Agreement reflects the complete and final expression of the parties' agreement, superseding all prior negotiations or agreements, whether written or oral. This agreement may not be modified or amended except as authorized by the Commission, in writing and executed by all parties.
15. Any reference in this agreement to a party shall be construed to include that party and its officers and directors, shareholders, members, successors, assigns, heirs, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents. This Agreement is binding upon and inures to the benefit of each party to this agreement, and to all officers, directors, shareholders, members, successors, assignees, devisees, administrators, parents and subsidiaries, affiliates, employees, and agents.
16. This Agreement may be executed in identical counterparts. Each counterpart shall be deemed and original of this Agreement.
17. The parties agree to execute, file and deliver such additional documents and instruments, and to perform such additional acts as are necessary, appropriate, or reasonably requested to effectuate, consummate, or perform and of the terms, provisions or conditions of this agreement.
18. The parties each warrant and represent that they have read this Agreement and have been fully informed and have full knowledge of the terms, conditions, and effects of this Agreement, and they have either personally or through their attorneys, fully investigated their full satisfaction the fact surrounding the various issues and matters sought to be addressed and resolved herein, and understand and are satisfied with the terms and effects of this Agreement, which are contractually binding. The parties agree that no promise or inducement had been offered or made except as herein set forth,

and that this Agreement is executed of their own free act and deed without reliance on any statement or representation except as herein set forth.

19. Any interpretation or construction of the terms and conditions set forth in this agreement shall be governed by the laws of the State of South Dakota.
20. Concessionaire hereby designates Russell Marsh as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of Concessionaire. The Department hereby authorizes Douglas Hofer as its authorized representative for all purposes under this Agreement including but not limited to the authority to execute same on behalf of the Department. The parties warrant that they have taken or will take within a reasonable period of time, all action necessary in order to authorize and/or ratify the making and execution of this Agreement and will verify the same with authenticated copies of corporate and commission resolutions appropriate for the same.
21. Both parties agree that a copy of his executed Agreement will be made a part of the Prospectus.

Dated this 30th day of Jan., 2014.

LEWIS AND CLARK MARINA, LLC

By: Russell Marsh
Russell Marsh
Lewis and Clark Marina, LLC.

THE STATE OF SOUTH DAKOTA,
DEPARTMENT OF GAME, FISH AND
PARKS

By: Douglas Hofer
Douglas Hofer, Director, Division of Parks
and Recreation

EXHIBIT B
SETTLEMENT AGREEMENT
LEWIS AND CLARK MARINA
"INTANGIBLE LISTING"

The following is a list of intangible items relative to the operation of Lewis and Clark Marina which shall be transferred and provided to the successor concessionaire in accordance with Sections 2 and 3 of the Settlement Agreement:

- All trademark, copyrights and other rights and title to the name "Lewis and Clark Marina".
- Rights to the website domain "<http://lewisandclarkmarina.com>"
- All phone numbers currently listed for the marina will remain with the marina after lease transfer
- All original copies of current slip and storage leases and associated lessee contact information
- All marina slip and storage fee deposits collected in advance for future seasons
- Marina slip waiting list and all associated customer contact information
- All outstanding Service Department works orders to include customer name and contact information, date order was received, type of repair requested, status of repair or parts ordered.

Lewis and Clark Marina Prospectus Items

Current Concession Contract

The current concessionaire, Russell Marsh, has operated the business under a Concession Agreement with the Department since January 19, 2005. The lease is subject to the 1990 version of Concession Rules A.R.S.D. 41:13.

The current Franchise Fee structure is a base \$42,000 plus 7% of Gross Receipts in excess of \$700,000. In accordance with state law, a promotion fee of 3% is also assessed.

The current Agreement is set to expire on December 31, 2014. Per 41:13 (1990) the value has been established by an appraisal. The appraised value of the Concessionaire's physical assets to be transferred to the subsequent owner is \$3,000,000. Additionally, the price for intangible items such as the Marina website, the name "Lewis and Clark Marina", all customer records, etc, has been settled at \$37,000. Therefore, the total sale price for the Marina operation is established at \$3,037,000.

The Concession

Lewis and Clark Marina is located at Lewis and Clark Recreation Area 5 miles west of Yankton. Currently, the following services are offered there:

- Marina offering roughly 400 seasonal boat and personal watercraft rental slips.
- Slips for overnight boat dockage.
- Two free public use courtesy docks.
- On the water marina fuel sales
- Boat rental
- Boat, motor and trailer repair and service.
- Convenience store offering grocery items, boating supplies and merchandise, off-sale beer sales
- Trailer storage and off-season boat storage.
- Restaurant food service

Recommended Requirements of New Concession Agreement

The terms being sought by the Department for the new Concession agreement at Lewis and Clark Recreation Area are as follows:

- Term: will be offered at ten (10) years for the required initial investment and lease terms
 - The Commission may consider a longer lease term in consideration of an additional proposed capital investment
- Required Minimum Services:
 - A minimum of 400 boat slips for seasonal rental.
 - A minimum of 50 Personal Watercraft docks for seasonal rental

- All rental slips must have water and security services. At least 80 percent of boat slips must have electrical service
 - Slips for overnight boat dockage.
 - Two free public use courtesy docks.
 - On the water marina fuel sales
 - Operation of a marina sanitary pump out station at no cost to users.
 - A flashing beacon at the mouth of the marina basin and red and green channel marking lights,
 - Covered slip storage for the one Department law enforcement boat and open slip storage for one Department owned service boat at no charge to the Department.
 - Boat rental and basic operating instruction
 - Boat, motor and trailer repair and service.
 - Marina store including curios, souvenirs and boating, fishing and camping supplies and accessories.
 - Trailer storage and off-season boat storage.
 - Restaurant food service.
 - Wireless telecommunication service in the Marina
- Franchise Fee: will be a minimum of:
 - \$42,000 base rental fee annually;

AND

 - Seven percent (7%) on all Gross Receipts in excess of \$700,000
 - Promotion Fee: will be 3% on all Gross Receipts
 - Repair and Maintenance Reserve: Concessionaire will be required to establish a minimum Repair and Maintenance Reserve for Government Facilities in the amount of two (2%) of all Gross Receipts. *This is a new requirement for Lewis and Clark Marina and is stipulated by the 2005 version of A.R.S.D. 41:13 to which the new lease will be subject.*

Prospectus and Draft Lease Agreement

The Division of Parks and Recreation is currently developing a prospectus and draft concession agreement for the operation of Lewis and Clark Marina. The Department's goal is to advertise a new concession agreement starting approximately February 15th with the intent of advertising with a bid deadline of no later than June 30, 2014. In addition to the newly established R&M fund listed above, the following are the proposed modifications to the current Marina operation:

1. The restaurant has traditionally been required to be open from 11:00 AM to 9:00 PM, seven days per week during the minimum required operating season. However, in response to the results of a marina customer service survey in 2012, we will propose an expansion of restaurant hours to

include breakfast on the weekend and Monday holidays during the minimum required restaurant operating season (May 15 – Labor Day)

2. The Service Department at the Marina has historically operated Monday through Friday. The 2012 customer service survey results indicated that the weekend Service Department hours are needed at the marina to address customer needs during peak use periods. Therefore, we are proposing that beginning with the new lease, the Service Department is open seven days per week from May 1 to October 15.

Settlement Agreement

The Settlement Agreement establishes the terms of transfer to a subsequent concessionaire and will be included in the forthcoming prospectus. The key provisions are as follows:

- Total sale price will be advertised at \$3,037,000
- \$3,000,000 for the dock system, equipment and personal property of the Concessionaire which is necessary to the Marina operation
- \$37,000 for intangibles as listed in the Settlement Agreement
- Closing is set to take place on or before January 9, 2015 at which time, a final Commission approved Concession Agreement will be entered with the selected bidder.
- In event that the Marina does not sell pursuant to the forthcoming prospectus, the following provisions apply:
 - The current Concessionaire may operate the marina for no more than one additional year contingent on:
 - Compliance with all terms and conditions of the current Concession Agreement as amended.
 - The advertised new required business hours for the Restaurant and Service Department are followed
 - Should the current operator not operate the Marina in 2015 under this scenario, the Department retains the right to select a temporary operator
 - In any event, the current operator shall be required to remove all concessionaire facilities from the lease area by December 31, 2015.