

ORDINANCE 2022-05-12-0343

AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO EXECUTE TWO AMENDMENTS RELATED TO CITY-OWNED GOLF COURSES AND DRIVING RANGES: THIRD AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT WITH MUNICIPAL GOLF – SAN ANTONIO (MGA-SA) FOR THE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF CITY-OWNED GOLF COURSES AND A DRIVING RANGE, AND SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH SAN ANTONIO DEVELOPMENT FORE YOUTH, INC. (FORMERLY SAN ANTONIO GOLF ASSOCIATION) FOR THE OPERATIONS, MAINTENANCE, AND PROGRAMMING OF THE POLO FIELD GOLF CENTER (FIRST TEE) IN BRACKENRIDGE PARK. THERE IS NO FISCAL IMPACT ASSOCIATED WITH THIS ACTION.

* * * * *

WHEREAS, in 1999, the City and San Antonio Golf Association (SAGA) entered into a License Agreement for the operations, maintenance, and programming of the Polo Field Golf Center in Brackenridge Park; and

WHEREAS, in December 2007, \$250,000.00 was appropriated to SAGA for the construction of the Polo Field Golf Center in Brackenridge Park to partially match the \$1.3 million raised in private funds by SAGA for the center; and

WHEREAS, this facility serves as the hub for the First Tee Program; and

WHEREAS, for over 20 years, the program has instilled the importance of interpersonal, self-management, goal-setting, and resiliency skills necessary to support high levels of performance on the golf course, at school, and home; and

WHEREAS, in May 2007, the City approved to adopt a hybrid model of golf operation for City-owned and operated golf courses by partnering with a non-profit agency to operate and manage these assets; and

WHEREAS, as a result, the City entered into a Golf Course Management Agreement with MGA-SA on May 3, 2007; and

WHEREAS, shortly following the approval of the Management Agreement with MGA-SA, the 1999 License Agreement between the City and SAGA for the Brackenridge Park Polo Field Golf Center (First Tee) was assigned to MGA-SA in December 2007; and

WHEREAS, the City Amended the Golf Course Management Agreement with MGA-SA on June 21, 2012, extending the term of the Agreement; and

WHEREAS, the City Amended the Golf Course Management Agreement with MGA-SA on June 04, 2015, extending the term of the Agreement; and

WHEREAS, currently, MGA-SA operates seven City-owned golf courses and the San Pedro Driving Range; and

WHEREAS, San Antonio Development FORE Youth, Inc. (formerly San Antonio Golf Association) continues to operate and provide the First Tee Program at the Brackenridge Park Polo Field Golf Center under the management oversight of MGA-SA; and

WHEREAS, the proposed amendments will extend the term of each agreement and align the terms through May 12, 2027; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

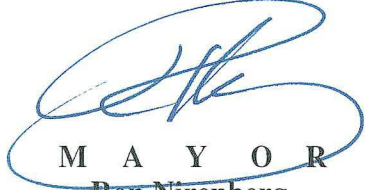
SECTION 1. The City Manager or designee, or the Director of the Parks and Recreation Department or designee, is authorized to execute two amendments related to the management, operations, and maintenance City-owned golf courses and driving ranges, as well as the license to operate and provide golf programming at City-owned properties. The Amendments are attached as **Exhibits A and B**, respectively, in substantially final form.

SECTION 2. There is no fiscal impact associated with this action. This action results in cost avoidance to the City with MGA-SA and with San Antonio Development FORE Youth, Inc. (formerly San Antonio Golf Association) operating and maintaining the City-owned golf courses and driving ranges.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 12th day of May, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, Acting City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting May 12, 2022

21.

2022-05-12-0343

Ordinance approving an amendment to the Golf Course Management Agreement with Municipal Golf – San Antonio (MGASA) for the management, operations, and maintenance of City owned golf courses and a driving range and an amendment to the License Agreement with San Antonio Development FORE Youth, Inc. (formerly San Antonio Golf Association) for the operations, maintenance, and programming of the Polo Field Golf Center (First Tee) in Brackenridge Park. There is no fiscal impact associated with this action. [David W. McCary, Assistant City Manager; Homer Garcia III, Director, Parks & Recreation]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Sandoval, Pelaez, Courage

Absent: Perry

TG
05/12/22
Item No. 21

EXHIBIT A

STATE OF TEXAS § SECOND AMENDMENT TO LICENSE
§ AGREEMENT
COUNTY OF BEXAR §

This AMENDMENT OF LICENSE AND ASSIGNMENT OF LICENSE AGREEMENT ("Amendment") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. 2022-_____ dated _____, 2022, and the Municipal Golf Association-San Antonio (hereinafter referred to as "ASSIGNEE"), and the San Antonio Golf Association ("GSA") now doing business as "San Antonio Development FORE Youth, Inc." (hereinafter referred to as "LICENSEE"), each a Texas non-profit corporation, acting by and through their Presidents, hereto duly authorized.

WHEREAS, CITY and LICENSEE entered into a License Agreement ("License Agreement") for the operation of the Brackenridge Park Polo Field Driving Range ("Premises") pursuant to Ordinance No. 90191, passed and approved by the City Council of the City of San Antonio on July 29, 1999; and

WHEREAS, CITY and ASSIGNEE entered into a Golf Course Management Agreement ("Management Agreement") for the Management of the Municipal Golf Facilities ("Facilities") facility pursuant to Ordinance No. 2007-05-03-0479, passed and approved by the City Council of the City of San Antonio on May 3, 2007; and

WHEREAS, CITY, LICENSEE, and ASSIGNEE amended the License Agreement and assigned the city's landlord interests in the license agreement to Municipal Golf Association-San Antonio, pursuant to Ordinance No. 2007-12-13-1354, passed and approved by the City Council of the City of San Antonio on December 13, 2007; and

WHEREAS, the Parties entered into an Amendment to the License Agreement pursuant to Ordinance No. 2007-12-13-1354 dated December 13, 2007;

WHEREAS, the Parties entered into an Amendment to the Management Agreement pursuant to Ordinance No. 2012-06-21-0499 dated June 21, 2012;

WHEREAS, the Parties entered into a Second Amendment to the Management Agreement pursuant to Ordinance No. 2015-06-04-0486 dated June 4, 2015;

WHEREAS, the Parties now wish to extend the term of the Agreement, all on the terms and conditions as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereby agree to amend the Management Agreement as follows:

1. Section 2.4. CITY grants San Antonio Development FORE Youth, Inc. a five-year extension to the term of the License Agreement. The extension is intended to be concurrent and coterminous with the five-year extension granted in the Management Agreement. This LICENSE AGREEMENT shall expire May 12, 2027.

2. Section 15.1. Section 15.1 is amended in its entirety to and shall read as follows: "Section 15.1 If LICENSEE holds over past the term of the Agreement, whether negotiating a new term or otherwise, the CITY shall have the right to the excess revenues, rent, agreed percentages of gross sales, or other fees due pursuant to the Licensing Agreement. Holding over creates a tenancy at sufferance, subject to all the terms and conditions of the Agreement. Failure to evict or acceptance of excess revenues or other fees during the hold over period is not CITY's approval of a new term under the Agreement but instead creates a month-to-month tenancy and does not give LICENSEE any right to remain in possession beyond each one-month period, nor does it waive CITY's right to possession thereafter."

3. This Amendment shall also serve as an acknowledgement of LICENSEE'S legal name change from "San Antonio Golf Association, Inc." to "San Antonio Development FORE Youth, Inc."

4. Except as modified herein, all terms and conditions contained in the Agreement, as previously amended, shall remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ____ day of _____, 2022.

**CITY OF SAN ANTONIO
PARKS AND RECREATION**

MUNICIPAL GOLF ASSOCIATION-SA

By: _____
Homer Garcia, III
Director

By: _____
Andrew Peterson
President & CEO

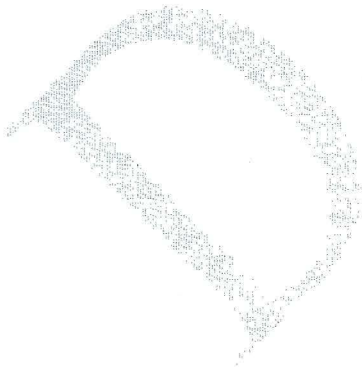
SAN ANTONIO DEVELOPMENT FORE YOUTH, INC.

By: _____
Carrie Kimbell
Chief Executive Director

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



TG
05/12/22
Item No. 21

EXHIBIT B

STATE OF TEXAS § **THIRD AMENDMENT TO MANAGEMENT**
 § **AGREEMENT**
COUNTY OF BEXAR §

This AMENDMENT TO GOLF COURSE MANAGEMENT AGREEMENT ("Amendment") is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. 2022-_____ dated _____, 2022, and the Municipal Golf Association-San Antonio (hereinafter referred to as "MGA-SA"), a Texas non-profit corporation, acting by and through its President, hereto duly authorized.

WHEREAS, CITY and MGA-SA entered into a Golf Course Management Agreement ("Agreement") for the Management of the Municipal Golf Facilities ("Facilities") facility pursuant to Ordinance No. 2007-05-03-0479, passed and approved by the City Council of the City of San Antonio on May 3, 2007; and

WHEREAS, the Parties entered into an Amendment to the Agreement pursuant to Ordinance No. 2012-12-13-1354 dated December 13, 2007;

WHEREAS, the Parties entered into an Amendment to the Agreement pursuant to Ordinance No. 2012-06-21-0499 dated June 21, 2012;

WHEREAS, the Parties entered into a Second Amendment to the Management Agreement pursuant to Ordinance No. 2015-06-04-0486 dated June 4, 2015;

WHEREAS, the Parties now wish to extend the term of the Agreement, all on the terms and conditions as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereby agree to amend the Management Agreement as follows:

1. Section 4.2: CITY grants MGA-SA a five-year extension to the term of the Agreement. The GOLF COURSE MANAGEMENT AGREEMENT shall expire May 12, 2027.
2. Section 21: Section 21 is amended to include a new subsection 21.3 which shall read in its entirety as follows: "Section 21.3. If MGA-SA holds over past the term of the Agreement, whether negotiating a new term or otherwise, the CITY shall have the right to the excess revenues, rent, or other fees due pursuant to the Agreement. Holding over creates a tenancy at sufferance, subject to all the terms and conditions of the Agreement. Failure to evict or acceptance of excess revenues or other fees during the hold over period is not CITY's approval of a new term under the Agreement but instead creates a month-to-month tenancy and does not give MSA-SA any right to remain in possession beyond each one-month period, nor does it waive CITY's right to possession thereafter."

3. Except as modified herein, all terms and conditions contained in the Agreement, as previously amended, shall remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the ____ day of _____, 2022.

**CITY OF SAN ANTONIO
PARKS AND RECREATION**

MUNICIPAL GOLF ASSOCIATION-SA

By: _____
Homer Garcia, III
Director President & CEO

By: _____
Andrew Peterson

ATTEST: _____
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

