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DON SMITH  
Director  
ANTHONY MAROULIS  
Director  
ANTHONY SNIPES  
Chief Administrative Officer  
EDENA ATMORE  
Treasurer  
E. JOYCE IYAMU  
Secretary

## MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION MEETING AGENDA

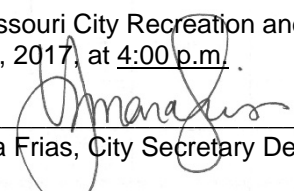
Notice is hereby given of a meeting of the Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation to be held on **Monday, June 5, 2017, at 6:45 p.m.** at: **City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber**, 1522 Texas Parkway, Missouri City, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- 1. ROLL CALL**
2. Consider approving the minutes of the meeting of May 22, 2017.
3. Consider a resolution authorizing the execution of an agreement with the City of Missouri City for the dedication of funds for certain improvements to the City's golf course.
4. Consider a resolution authorizing the execution of an amendment to the Golf Course Management Agreement between the City of Missouri City, Texas, and Missouri City Recreation and Leisure Local Government Corporation for the extension of the term of the agreement.
- 5. CLOSED EXECUTIVE SESSION**  
*The Board of Directors may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.*
6. **RECONVENE** into Regular Session and consider action, if any, on items discussed in Executive Session.
- 7. ADJOURN**

**In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Missouri City Recreation and Leisure Local Government Corporation meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.**

### CERTIFICATION

I certify that a copy of the June 5, 2017, agenda of items to be considered by the Missouri City Recreation and Leisure Local Government Corporation was posted on the City Hall bulletin board on June 2, 2017, at 4:00 p.m..

  
\_\_\_\_\_  
Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items for consideration by the Missouri City Recreation and Leisure Local Government Corporation was removed by me from the City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Title: \_\_\_\_\_



## Missouri City Local Government Corporation AGENDA ITEM COVER MEMO

June 5, 2017

**To:** Chairman and Members of the Board  
**Agenda Item:** Consider a resolution authorizing the execution of the contract with the City of Missouri City for the dedication of funds for certain improvements.  
**Submitted by:** Bill Atkinson  
Tyson Stittleburg

### SYNOPSIS

Section 3(b) of the management contract between LGC and the City provides that capital expenses related to the golf course grounds and facilities shall not be included in the annual budget for the golf course and that the City “shall retain authority” over capital expenses. Although the LGC may not fund facility improvements, it may be required to attribute all or a portion of its net revenues to the City as approved by the LGC.

The LGC proposes to improve the golf course by: (1) adding a net on the property, (2) replacing carpet in the building, (3) conducting work on a new tee-line, and (4) repairing a bridge on the El Dorado course. The LGC will then attribute net proceeds in the amount of the cost of the improvements.

### STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Have quality development through buildout

### BACKGROUND

The LGC proposes to improve the golf course by: (1) adding a net on the property, (2) replacing carpet in the building, (3) conducting work on a new tee-line, and (4) repairing a bridge on the El Dorado course.

The LGC proposal seeks to attribute its net proceeds in the amount of the cost of the improvements. The following terms are proposed:

1. The City will continue to retain title to the improvements.
2. The City of Missouri City will budget up to \$170,000 to purchase the golf course improvements in Fiscal Year 2018.
3. The LGC will attribute net revenues, less five (5) percent for an LGC reserve account, over a three (3)-year period in the amount of the lesser of: (1) the actual expenses of the improvements plus \$6,000 (for administrative costs) or (2) \$170,000.
4. The agreement will provide for a manner to address the LGC’s inability to pay the dedicated revenue because of lack of revenue or termination of the LGC. Options include the following:
  - a. Extending the contract and the management agreement until the total amount is paid in full; and
  - b. Releasing the LGC of its obligation to dedicate funds if such funds are not available.
5. The agreement provides the process by which the dedication of funds will be accounted.
6. The agreement will allow the dedication of funds earlier than the timeframe specified, if other resources are available to dedicate the funds.
7. If this arrangement is approved (within the three-year timeframe), the management contract between the LGC and the golf course will need to be extended to cover the life of the proposed contract. Any

extension beyond that point will also require an amendment to the management agreement if a longer extension is not contemplated in the first amendment.

### BUDGET ANALYSIS

The services through this contract are charged and collected from the residents.

**Purchasing Review: N/A**

**Financial/Budget Review: N/A**

*Note:* Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

### SUPPORTING MATERIALS

1. Resolution
2. Agreement

### STAFF'S RECOMMENDATION

Staff recommends adoption of the resolution authorizing the execution of the contract with the City of Missouri City for the dedication of funds for certain improvements.

**Assistant City Manager/  
City Manager Approval:**

Bill Atkinson

**MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION**

**RESOLUTION NO. R-17-\_\_ LGC**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT WITH THE CITY OF MISSOURI CITY, TEXAS, FOR CERTAIN IMPROVEMENTS TO THE CITY'S GOLF COURSE.**

\* \* \* \* \*

WHEREAS, the Missouri City Recreation and Leisure Local Government Corporation (the "LGC") is created and organized as a Local Government Corporation pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, and as further regulated by Chapter 394 of the Texas Local Government Code, and Chapter 9 of Title 32 of the Texas Civil Statutes, to perform governmental functions on behalf of the City of Missouri City, Texas (the "City"); and

WHEREAS, Section 6.1 of the Bylaws of the LGC provides that the Board may by resolution authorize any officer or agent of the LGC to enter into any contract or execute and deliver any instrument in the name of and on behalf of the LGC; and

WHEREAS, the Board hereby finds and determines that entering into an agreement to provide funding for certain improvements at the City Centre at Quail Valley is appropriate and necessary for the functions and operations of the City; now, therefore,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION:**

Section 1. That the facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. That Allen Owen, Chair of the LGC, is hereby authorized to enter into and execute in substantially the form set forth in the documents presently before the Board, which documents are available for public inspection at the office of the LGC an agreement with the City of Missouri City, Texas, for the funding of certain improvements. All other related contracts, notices, and agreements necessary and incidental to the agreement are hereby authorized.

Section 3. That the LGC's obligations under the agreement shall be subject to annual appropriation as set forth in the agreement and the obligations under the agreement shall not constitute general obligations of the LGC or the City or indebtedness under the Constitution or laws of the State of Texas.

Section 4. That the appropriate officials are hereby authorized and directed to take those steps necessary to enter into the agreement for the funding of certain improvements.

Section 5. That this Resolution shall take effect immediately upon its passage.

Section 6. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_  
Allen Owen, Chair

ATTEST:

\_\_\_\_\_  
E. Joyce Iyamu, Secretary

## **FUNDING AGREEMENT**

This FUNDING AGREEMENT (this "Agreement") is made as of June 19, 2017, by and between the CITY OF MISSOURI CITY, TEXAS (the "City"), a Texas home-rule city, and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION (hereinafter referred to as "LGC"), a Texas Local Government Corporation organized and existing pursuant to Chapter 431, Texas Transportation Code, the Texas Non-Profit Corporation Act, and Chapter 394, Texas Local Government Code.

WHEREAS, the City owns approximately 390-acres of land, more or less, described in the official public records of Fort Bend County under Instrument Number 2002004465 and operated as a golf course (the "Golf Course"); and

WHEREAS, the City and the LGC entered into an agreement providing for the LGC's management of the Golf Course on or about July 6, 2009 (the "Management Agreement"); and

WHEREAS, pursuant to Section 4 of the Management Agreement, the City shall retain title to all real and personal property of the Golf Course; and

WHEREAS, pursuant to Section 3 of the Management Agreement, capital expenses related to the Golf Course grounds and facilities shall not be included in the annual budget for the Golf Course and that the City "shall retain authority" over capital expenses; and

WHEREAS, although the LGC is not required to expend funds for capital expenses related to the Golf Course grounds and its facilities, the LGC desires to dedicate a portion of its revenues to the City in an amount equal to the cost of certain improvements to the Golf Course grounds and facilities; and

WHEREAS, the City Council of the City has determined that funding improvements to the Golf Course is consistent with the City's goals of creating a great place to live and having quality development throughout the City; and

WHEREAS, the City and the LGC wish to set out the terms and conditions under which the LGC will receive funding for the Improvements; and

WHEREAS, the LGC desires to dedicate revenue to the City in an amount equal to such funding, as more fully set out herein; now, therefore,

For and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LGC agree as follows:

## ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms defined in the preamble hereto shall have the meaning provided for them therein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Payment" means the payment described in Article 5 from the City to the LGC in consideration of the Improvements.

"Improvements" means the improvements to the Golf Course, including but not limited to the outdoor net, flooring, tee-line work, and the El Dorado bridge reconstruction at Hole Number 5, as described on **Exhibit A** attached hereto and made a part hereof for all purposes.

1.2 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of the LGC. The LGC hereby represents that:

(a) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out its obligations described in this Agreement.

(b) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the LGC's under any agreement or instrument to which the LGC is a party or by which the LGC or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the LGC and constitutes a legal, valid and binding obligation of the LGC, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the LGC does not require the consent or approval of any person which has not been obtained.

2.2 Representation of the City. The City hereby represents that:

(a) The City is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement and to carry out its obligations described in this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any person which has not been obtained.

ARTICLE 3  
THE IMPROVEMENTS

3.1 Description of the Improvements.

The Improvements consist of improvements to the grounds and facilities at the Golf Course as described in **Exhibit A**, attached hereto. Except as provided by Section 3.2 or by an amendment to this Agreement, the scope of the Improvements shall not be revised or amended.

3.2 Minor amendments. The City Manager is authorized to approve minor amendments to the design of the Improvements that do not require amendments to this Agreement. A "minor amendment" consists of an amendment that, in conjunction with any prior such amendments, does not constitute a change of more than ten percent in any deadline, payment amount or any material criterion of benefit to the City.

3.3 Monitoring progress. The City may, but is not required to, monitor the progress of the Improvements to determine its compliance with this Agreement. City personnel shall have reasonable access to the Improvements, all books and records relating thereto, and such other information as the City may reasonably determine is relevant to the LGC's compliance with this Agreement.



ARTICLE 4  
CONSTRUCTION OF THE IMPROVEMENTS

4.1 Construction manager. The LGC agrees to construct the Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Improvements. The LGC will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide adequate supervision of all phases of construction of the Improvements, provide reasonable periodic reports of such construction to the City upon written request, and cause the construction to be performed substantially in accordance with any approved plans.

4.2 Design of the Improvements. Prior to the commencement of construction of the Improvements, the plans and specifications for the Improvements must be approved by the City. Such approval will not be unreasonably withheld, delayed or conditioned. If there are any material changes to the plans and specifications, the LGC shall submit such changes to the City for approval. Such approval will not be unreasonably withheld, delayed or conditioned. For purposes of this section, a material change requiring City approval shall not include any change order that, under current state law applicable to the City, would not require re-bidding. The Improvements shall be designed in accordance with City standards applicable to similar public improvements within the City.

4.3 Construction contracts. The LGC shall prepare the construction contract documents for the Improvements to ensure that the contract documents are in accordance with the approved plans and specifications and the agreed-upon forms. The LGC shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

4.4 Construction of the Improvements. The LGC shall be responsible for the inspection and supervision of the construction of the Improvements. Upon completion of a contract for the construction of the Improvements, the LGC shall provide the City with a final cost summary of all material costs associated with such contract, and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Following completion of the construction contract, the LGC will call for inspection of the Improvements by the City and any other applicable governmental agency. The LGC and the City agree that the City shall retain title to the Improvements.

ARTICLE 5  
PAYMENT

5.1 Payment. The estimated cost of Improvements is set forth on **Exhibit A** attached hereto. In consideration of the management of the construction of the Improvements by the LGC, the City agrees to provide a Payment to the LGC in the amount of the lesser of:

- (a) One hundred seventy thousand dollars (\$170,000); or
- (b) The actual cost of the Improvements plus six thousand dollars (\$6,000) for the administrative cost of funding the Improvements.

5.2 Dedication of Funds in the Amount of Payment. From July 1, 2017, until July 1, 2020, the LGC shall dedicate to the City an amount equal to the Payment when LGC funds become available. Funds shall be deemed available when any funding is available, less five (5) percent per year, that is not required or necessary for the operations and maintenance of the Golf Course. LGC shall make such payments to the City on an annual basis.

5.3 Accounting. LGC shall account for the Payment and the dedication of funds to the City provided by this Agreement in accordance with generally accepted accounting principles. LGC shall provide for such payment in a manner that is acceptable to the City's Director of Finance.

## ARTICLE 6 DEFAULT

### 6.1 Default.

(a) If the LGC does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the City under this Agreement, the City may accelerate payment of the amount dedicated to the City by the LGC and may require the LGC to immediately pay the amount dedicated.

(b) The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 30 days to remedy the default (or such longer time period if the cure of any such failure by LGC cannot reasonably be cured within such thirty (30) day period, provided that LGC commence such cure within such thirty (30) day period and thereafter diligently attempt to cure any such failure) prior to the declaration of any default hereunder. If such default is not cured within the time period set forth above, in the event of a material default hereunder, either party may terminate this Agreement by providing written notice thereof to the other party. In the event of termination, the LGC shall pay the City any amount remaining that is owed and due to the City pursuant to this Agreement as soon as practicable.

## ARTICLE 7 GENERAL

7.1 Inspections, audits. The LGC agrees to keep such operating records with respect to the Improvements and other activities contemplated by this Agreement and all costs associated therewith as may be reasonably required by the City or by state and federal law or regulation.

7.2 LGC operations and employs. All personnel supplied or used by the LGC in the performance of the construction of the Improvements shall be deemed contractors or subcontractors of the LGC and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The LGC shall be solely responsible for the compensation of all such contractors and subcontractors.

7.3 Personal liability of public officials, legal relations. To the extent allowed by state law, no director, officer, employee or agent of the City or LGC shall be personally responsible for any liability arising under or growing out of the Agreement. TO THE EXTENT ALLOWED BY STATE LAW AND WITHOUT WAIVING ANY IMMUNITY FROM OR LIMITATION OF LIABILITY, THE LGC SHALL INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES AND THEIR RESPECTIVE OFFICERS, REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF THE LGC, OR ANY OF ITS

AGENTS, OFFICERS, OR REPRESENTATIVES WITH RESPECT TO THE IMPROVEMENTS OR RELATED MATTERS.

7.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, sent by electronic transmission and confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

The City:

City of Missouri City, Texas  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: City Manager

The LGC:

Missouri City Recreation and Leisure Local Government  
Corporation  
1522 Texas Parkway  
Missouri City, Texas 77489  
Attention: Chair

With a copy to:

City Center at Quail Valley  
2880 La Quinta  
Missouri City, Texas 77459  
Attention: Manager

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the other party.

7.5 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the LGC and the City. No course of dealing on the part of the parties, nor any failure or delay by one or more of the parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

7.6 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure of consideration.

7.7 Successors and assigns. All covenants and agreements contained by or on behalf of a party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other party, its successors and assigns. The parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other party, such consent will not be unreasonably withheld, delayed or conditioned, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect. This Agreement and the provisions of this paragraph do not apply, inure to the benefit of, or have any binding effect on third parties not a party to this Agreement.

7.8 Exhibit; titles of articles, sections and subsections. The exhibit attached to this Agreement is incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibit and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.9 Construction and Venue. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect. Venue for any action or legal proceeding under this Agreement shall solely be in Fort Bend County, Texas.

7.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term the expiring on the date that the Payment amount has been fully paid by the LGC to the City as provided herein.

7.12 Time of the essence. Time is of the essence with respect to the obligations of the parties to this Agreement.

7.13 Further assurances. Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

7.14 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of

such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, is suspended during the continuance of the force majeure. The term "force majeure," means acts of God, strikes, lockouts, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (but an order of the City shall not be an event of force majeure for the City), lightning, earthquakes, fires, hurricanes, storms, floods, explosions, breakage or accidents to machinery, or similar events not within the control of the party claiming the force majeure.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the date first written above.

**City of Missouri City**

\_\_\_\_\_  
Allen Owen, Mayor  
Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Maria Jackson, City Secretary

**Missouri City Recreation and Leisure Local Government Corporation**

\_\_\_\_\_  
Allen Owen, Chairperson  
Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
E. Joyce Iyamu, Secretary

**Exhibits**

Exhibit A      Cost estimates for Improvements

## EXHIBIT A

### COST ESTIMATES FOR IMPROVEMENTS

1. Net:	\$45,000.00
2. Flooring:	\$70,000.00
3. Tee-line:	\$35,000.00
4. El Dorado Bridge at Hole Number 5:	\$14,000.00
	<hr/>
	\$164,000.00

\*Note: Administrative costs are estimated to be \$6,000.00.



**FIRST AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION**

This amendment (the "Amendment") is made and entered into by and between the City of Missouri City, a Texas home-rule municipal corporation (the "City"), and the Missouri City Recreation and Leisure Local Government Corporation (hereinafter referred to as "LGC"), a Texas local government corporation organized and existing pursuant to Chapter 431, Texas Transportation Code; Chapter 9, Title 32, Texas Civil Statutes; and Chapter 394, Texas Local Government Code, parties to the Golf Course Management Agreement, dated on or about July 6, 2009 (the "Agreement"), attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim.

For and in consideration of the mutual obligations and benefits derived hereunder, the City and the LGC agree as follows:

1. Section 1, Term of Agreement, is hereby amended as follows:

"1. **Term of Agreement.** Except as provided herein, the term of this Agreement shall be for a period of twelve (12) years, commencing on July 1, 2009 (the Commencement Date"), subject to early termination as set forth in Section 7 below. In the event a contractual obligation pertaining to payments from the LGC to the City has not been met by July 1, 2021, this Agreement shall continue until such payment obligations have been met to the satisfaction of the City."

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**MISSOURI CITY RECREATION  
AND LEISURE LOCAL GOVERNMENT  
CORPORATION**

**CITY OF MISSOURI CITY, TEXAS**

\_\_\_\_\_  
Allen Owen, Chair

\_\_\_\_\_  
Allen Owen, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
E. Joyce Iyamu, Secretary

\_\_\_\_\_  
Maria Jackson, City Secretary