

**AGENDA ITEM 35**

Discuss and take appropriate action on draft of HUD Consolidated Plan.

Moved to the Agenda of April 20, 2004.

**AGENDA ITEM 36**

Consider approving contract with Taylor Rodeo Association.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the contract with Taylor Rodeo Association as presented under Agenda Item 19 on February 24, 2004.

Vote: **5 – 0**

< Attachment >

**JOINT DEVELOPMENT - MANAGEMENT AGREEMENT**

**THE STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

§

§

THIS Joint Development Agreement is between Williamson County (hereafter called "Owner" or the "County"), 710 Main St. Suite 201, Georgetown, Texas 78626 and the Taylor Rodeo Association, a Texas Non-profit corporation, P.O. Box 562, Taylor, Texas 76574 (hereafter called "Operator" or the "Association").

WHEREAS: The County owns the herein referenced Property along with certain permanent improvements affixed thereto, and ;

WHEREAS: The Operator has for more than 50 years, been involved in the management, development and promotion of the Taylor Rodeo and other events in an arena purchased maintained and operated by the Association in order to raise money to donate to various organizations in the Taylor Area, and;

WHEREAS: The Operator desires to enlarge its sphere of influence and use the experience of the last fifty-plus years to aid the County in developing the Property to its fullest intended use;

**NOW THEREFORE:**

The parties agree as follows:

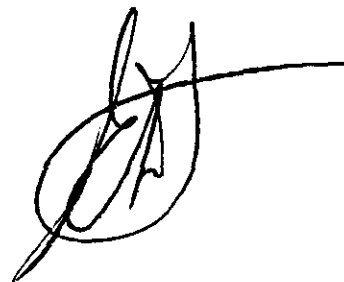
**1. AGREEMENT TO Joint Develop:**

**DESCRIPTION OF THE PROPERTY.** The Owner and the Operator, agree that the Operator shall manage the facility for the Joint Developers including promotion of Operator sponsored events and scheduling for general public use the real property and improvement described in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Premises").

**2. TERMS OF Joint Development.** The term of the Joint Development is as follows. The term of this Joint Development shall be a period of twenty-five (25) years, commencing on the first day of the month following the date the PARTIES approve this Joint Development agreement.

**3. DEPOSIT.**

- a. Operator shall pay to Owner as good faith deposit at the address set forth above, or at any other address that Owner may hereafter designate, the annual amount of Ten and No/100 Dollars (\$10.00) in lawful currency of the United States of America.



- b. The annual deposit shall be payable in one lump sum installment of \$10.00, and shall be paid in advance on the first day of February each year during the entire term of this Joint Development and any renewal thereof.
- c. All payments due from Operator to Owner under the terms of this Joint Development, including but not limited to rental payments, shall be paid promptly when due to Owner at the place Owner designates in writing. If any payment is not received by Owner by midnight on the 10<sup>th</sup> day following the day on which the payment is due, a late fee equal to 25% of the delinquent payment shall be due from Operator to Owner as additional payment, as an agreed amount of cost of accounting.

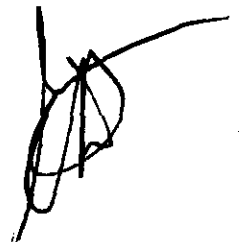
#### 4. EVENTS CENTER

- a. **PRIORITY BOOKING.** Operator plans to operate a center available for public purposes (Event Center). The Events Center shall be available for booking to the general public for events on a first come, first serve basis, except for the priorities hereinafter reserved in paragraph b. below. The Association will serve as the booking agent for the Events Center. The Association will insure that the County is informed at all times of the proposed actual and proposed use of the Events Center.
- b. The Events Center shall be available for events open to the general public for all days properly reserved by bookings made through the booking agent not previously reserved by the Association. The Association shall be given priority with respect to said bookings.
- c. The Association shall be entitled to determine and revise the fees charged for public use of the Events Center under bookings made by the Association. The fees shall be determined and based upon the Association's actual Operation and Maintenance cost. The Association shall be entitled to impute into the fee a reasonable cost for the time and labor of the Association in completing the Operation and Maintenance of the Events Center. The Association shall notify the County of the fee schedule, modifications of the fees, and policies involved in the management of the Center. The County shall be neither be involved, nor interfere in the day to day management and operation of the Center.

**5. SUBORDINATION.** This Joint Development and all rights of Operator under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Joint Development premises or any other encumbrances Owner desires to place on the property.

**6. OPERATOR COVENANTS.** Operator further covenants and agrees as follows:

- a. To pay installment when they become due;
- b. To use the premises in a careful and proper manner;
- c. To commit or permit no waste or damages to the premises;



- d. To conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance;
- e. To surrender the premises on expiration or termination of this Joint Development in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Operator, its successors, and, if any are allowed by prior mutual agreement, any, subJoint Developments, and assigns (excepting movable furniture, equipment, supplies, and inventory of Operator, a list of which shall be affixed hereto and amended as moveable property is added and claimed to remain property of Operator) shall become and remain the property of Owner on the termination of Operator's occupancy of the premises.
- f. To pay all costs of fuel, electricity, garbage, telephone, and all other utilities used on the premises. All those amounts shall be paid within ten (10) days of becoming due.
- g. After the expiration of three (3) years from the date of the signing of this Joint Development, Operator, at Operator's sole cost, shall maintain a comprehensive public liability insurance policy protecting Operator's use of the premises, in an amount of at least \$1,000,000 for injuries to persons, protecting Owner against all claims or demands that may arise or be claimed on account of an accident, \$1,000,000 for injuries to any one person, and \$250,000 for damages to property. The insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of general liability insurance in the state of Texas. Operator, shall prior to expiration of policy for prior year, deliver to Owner annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. As a cost of operation, The Operator shall carry fire and casualty insurance naming the County as additional insured. Operator shall obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will request the Agent give Owner thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Operator and shall be for a period of at least one (1) year. If Operator fails to furnish policies or certificates showing policies to be paid in full as provided in this Joint Development, Owner may obtain the insurance, and the premiums plus 25% on that insurance will be deemed additional amounts to be paid by Operator to Owner on demand. Owner shall be named as a co-insured on all policies maintained by Operator.
- h. To prohibit and refrain from engaging or in allowing any use of Joint Development premises that will increase Owner's premiums for insurance on the premises without the express written consent of Owner.
- i. To indemnify and hold harmless Owner and the Joint Development premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Owner or the Joint Development premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the Joint Development premises by Operator; from any neglect or fault of Operator or the agent and the employees of Operator in using and occupying the premises; or from any failure by Operator to comply and conform with all laws, statutes, ordinances, and regulations of any

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' with a long horizontal stroke extending to the right.

governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Owner or the Joint Development premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Operator, the agents and employees of Operator, or any other person on the premises, Operator agrees that Operator will defend it, pay whatever judgments may be recovered against Owner or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

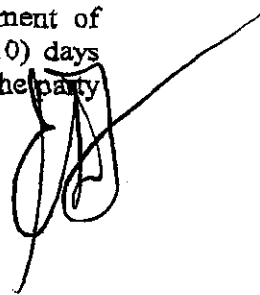
- j. To make no alterations in or additions or improvements or install any equipment without obtaining the prior written consent of Owner. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Operator, Operator agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. However, this shall not prohibit Operator from negotiating with Owner for financial help in making major renovations or enhancements to the Center. Operator agrees that it will hold Owner harmless against all expenses, liens, claims and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.
- k. To permit Owner to enter, inspect, and make such repairs to the Joint Development property as Owner may reasonably desire, at all reasonable times.

**7. OWNERS COVENANTS.** Owner covenants and agrees as follows:

- a. To warrant and defend Operator in the enjoyment and peaceful possession of the premises during the aforesaid term.
- b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Owner will have the right to render the premises tenantable by repairs within ninety (90) days from the date of damage with reasonable additional time, if necessary, for Owner to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Owner. If the premises are not rendered tenantable within that time, either party will have the right to terminate this Joint Development by written notice to the other.

- 8. DEFAULT IN PAYMENTS.** If any rent required by this Joint Development is not paid when due, Owner will have the option to resume possession and re-Joint Development or rent the property for the remainder of the term for the account of Operator and recover from Operator at the end of the term or at the time each payment of rent comes due under this Joint Development, whichever Owner may choose, the difference between the rent specified in the Joint Development and the rent received on the re-leasing or renting.

- 9. DEFAULTS OTHER THAN PAYMENTS.** If Operator fails to perform or breaches any agreement on this Joint Development other than the agreement of Operator to make payments, and this failure or breach continues for ten (10) days after a written notice specifying the required performance has been given to the party



failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to terminate this Joint Development or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Owner or Operator may, after ten (10) days' written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand. Owner shall have the right to terminate this Joint Development if Operator fails to maintain the property, building landscaping, grass, and restroom facilities in a manner acceptable to Owner.

**10. INSOLVENCY, BANKRUPTCY, ETC., OF Operator.** If Operator is declared insolvent or adjudicated a bankrupt; if Operator makes an assignment for the benefit of creditors; if Operator's Joint Development interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Operator, Owner, without prejudice to its rights hereunder and at its option, may terminate this Joint Development and retake possession of the premises immediately and without notice to Operator or any assignee, transferee, trustee, or any other persons, using force if necessary.

**11. MANAGEMENT FEE TO OPERATOR.** The only fee to Operator for its services is the right to schedule its events. There shall be no reimbursement to Operator for any improvements placed on the property other than as provided herein.

**12. OTHER BUSINESS OF OPERATOR.** The Operator shall devote such attention and business capacity to the affairs of the Joint Development as may be reasonably necessary

**13. ELECTION BY OWNER NOT EXCLUSIVE.**

- a. The exercise by Owner of any right or remedy to collect rent or enforce its rights under this Joint Development will not be a waiver or preclude the exercise of any other right or remedy afforded Owner by this Joint Development agreement or by statute or law. The failure of Owner in one or more instances to insist on strict performances or observations of one or more of the covenants or conditions of this Joint Development or to exercise any remedy, privilege or option conferred by this Joint Development on or reserved to Owner shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Owner of rent or any other payment or part of payment required to be made by the Operator shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Joint Development, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Owner of any of the provisions of this Joint Development, or any of Owner's rights, remedies, privileges or options under this Joint Development, will be deemed to have been made by Owner in writing.

- b. No surrender of the premises for the remainder of the term of this Joint Development will be valid unless accepted by Owner in writing. Operator will not assign or sublet this Joint Development without Owner's prior written consent.

- 14. ADDRESSES FOR PAYMENTS AND NOTICES.** Rent payments and notices to Owner shall be mailed or delivered to the address set forth on the first page of this Joint Development, unless Owner advises Operator differently in writing.

Notices to Operator may be mailed or delivered to the addresses listed herein, and proof of mailing of those notices to the addresses listed herein will be deemed the equivalent of personal service on Operator. All notices to either party shall be sent by certified or registered mail, return receipt requested.

- 15. CAPTIONS.** The captions and paragraphs or letters appearing in this Joint Development are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or articles of this Joint Development or affect this Joint Development in any way.

- 16. TEXAS LAW; VENUE.** This Joint Development will be governed by the laws of the state of Texas, as to both interpretations and performance, and exclusive venue shall lie in Williamson County, Texas.

- 17. ENTIRE AGREEMENT.** This Joint Development sets forth all promises, agreements, conditions, and understandings between Owner and Operator relative to the Joint Development premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Joint Development will be binding on Owner or Operator unless in writing and signed by them and made a part of this Joint Development by direct reference.

- 18. TERMS INCLUSIVE.** As used herein, the terms "Owner" and "Operator" include the plural whenever the context requires or admits.

04/13/2004

Page 472

**19. REPRESENTATIVES BOUND HEREBY.** The terms of this Joint Development will be binding on the respective successors, representatives, and assigns of the parties.

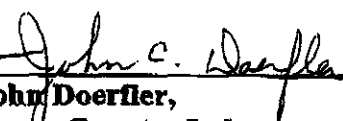
IN WITNESS WHEREOF, Owner and Operator have duly executed this Joint Development Agreement on the 6<sup>th</sup> day of the month of April, 2004.

Owner:

**WILLIAMSON COUNTY, TEXAS**

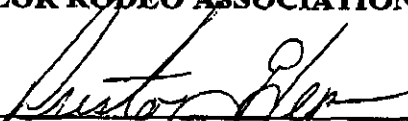
APPROVED AS TO FORM

BY:   
Eugene D. Taylor,  
County Attorney

BY:   
John Doerfler,  
County Judge

Operator:

**TAYLOR RODEO ASSOCIATION**

BY:   
PRINTED NAME: Preston Hegar  
TITLE: President TRA

P.O. Box 562  
Taylor, Tx 76574



04/13/2004

Page 473

STATE OF TEXAS  
COUNTY OF WILLIAMSON

February 19, 2002

26.133 ACRES

These notes describe that certain tract of land situated in the **WILLIAM J. BAKER SURVEY, A-65**, located in Williamson County, Texas; subject tract being a part of and out of a "135.000 Acre" tract conveyed in a Warranty Deed from Roy Schroeder, et ux to Williamson County Park Foundation, Inc. dated 5-25-01 and recorded in Document No. 2001039326 of the Official Records of Williamson County (ORWC); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on January 19, 2004 and being more fully described as follows:

**BEGINNING** at the Northwest corner of said "135.000 Acres", same being the Southwest corner of a "89.79 Acres" conveyed in a Last Will and Testament from the Estate of Robert Poldrack, Dec'd to Laura Poldrack dated 7-9-96, and recorded in Cause No. 15306 of the Probated Records of Williamson County, Texas, same being in the East line of a "137.565 Acres" conveyed in an Independent Co-Executor's Deed from Wm. B. Bohls and Stephen F. Bohls, Ind. Co-Executor's of the estate of F. O. Bohls, Dec'd to Wm. B. Bohls and Stephen F. Bohls, Individually dated 11-18-99, and recorded in Document No. 199980704 and 199980705 of the (ORWC), same being the Northwest corner of subject tract;

**THENCE North 70°43'30" East** with a line for the common line of said "135.000 Acres" and said "89.79 Acres", a distance of 761.75 feet to a ½" Iron Rod set (w/cap) in the South line of said "89.79 Acres", same being in the North line of said "135.000 Acres", same being the Northeast corner of subject tract; found a ½" Iron Rod (w/cap) for an exterior corner of said "135.000 Acres", same being an interior corner of said "89.79 Acres", bears North 70°43'30" East, 1110.53 feet;

**THENCE South 19°16'30" East** with the East line of subject tract, a distance of 1498.55 feet to a ½" Iron Rod set (w/cap) for the Southeast corner of subject tract;

**THENCE South 70°43'30" West** with the South line of subject tract, a distance of 650.70 feet to a ½" Iron Rod set (w/cap) for an exterior corner of subject tract;

**THENCE North 82°10'15" West** with the South line of subject tract, a distance of 142.75 feet to a ½" Iron Rod found (w/cap) for the Southeast corner of said "137.565 Acres", same being an interior corner of said "135.000 Acres", same being the Southwest corner of subject tract;

**THENCE North 19°16'30" West** with a line for the common line of said "137.565 Acres" and said "135.000 Acres", same being the West line of subject tract, a distance of 1441.72 feet to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 26.133 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities and roadways. Bearings shown are based on an existing horizontal control network.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



**AGENDA ITEM 37****Hear report from actuary pertaining to Proposition 13.**

County Tax Assessor/Collector Deborah Hunt introduced Ronald W. "Toby" Tobleman, F.S.A., CFP, ChFC, of Rudd and Wisdom, Inc., Consulting Actuaries, who presented his findings to date to the Court. He will present a final report to the Court on April 27, 2004.

< Attachment >