

**AGENDA ITEM 17**

Consider authorizing advertising and setting date of March 24, 2004 at 2:00 P.M. in the Commissioner's Courtroom to receive bids for construction of CR 175 landscaping improvements.

Tim Bargainer of Hall-Bargainer Landscape Architects and Jim Rodgers addressed the Court concerning an estimated \$284,000 for this project.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and setting date of March 24, 2004 at 2:00 P.M. in the Commissioner's Courtroom to receive bids for construction of CR 175 landscaping improvements with such advertising to include a separate line item for trees and bubblers to be installed on the west side of CR 175.

Vote: 4 – 0

**AGENDA ITEM 18**

Discuss and take appropriate action on reimbursement from Historical Commission for excess director benefits.

**Judge Doerfler** reminded the Court of benefits approved for the Historical Commission, which is now showing an excess of \$1900.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To allow the Historical Commission to retain excess director benefits.

Vote: 4 – 0

**AGENDA ITEM 19**

Discuss and take appropriate action on lease between Taylor Rodeo Association and Williamson County.

Preston Hegar, president of the Taylor Rodeo Association, and John Carter, a member of the TRA, addressed the Court. (It was noted that this speaker was not U.S. Representative John Rice Carter of the 31<sup>st</sup> District of Texas). **Commissioner Curlee** asked that the TRA provide the County with their charter, articles, corporate paperwork, and proof of their status as a 501(c)(3) non-profit corporation. It was noted that the County has the final say on bookings for the facility.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To authorize, pending approval by the County Attorney, the lease between the Taylor Rodeo Association and Williamson County, which requires the TRA to be responsible for maintenance and utilities and allows the County to use the facility as needed, so long as payment for expenses is rendered.

Vote: 4 – 0

< Attachment >

**LEASE AGREEMENT**

**THE STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

§  
§     **KNOW ALL BY THESE PRESENTS:**  
§

THIS LEASE is made by and between Williamson County (hereafter called "Lessor" or the "County"), 710 Main St, Suite 201, Georgetown, Texas 78626 and the Taylor Rodeo Association, P.O. Box 562, Taylor, Texas 76574 (hereafter called "Lessee" or the "Association").

The parties agree as follows:

1.     **AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the real property and improvement described in Exhibit "A", attached hereto and incorporated herein (the "Premises").

2.     **TERMS OF LEASE.** The term of the lease is as follows:

The term of this lease shall be a period of twenty-five (25) years, commencing on the first day of the month following the date the Lessor approves this lease.

3.     **RENTAL.**

a.     Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may hereafter designate, the annual rent of Ten and No/100 Dollars (\$10.00) in lawful currency of the United States of America.

b.     The annual rent 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 lease and any renewal thereof.

c.     All payments due from Lessee to Lessor under the terms of this lease, including but not limited to rental payments, shall be paid promptly when due to Lessor at the place Lessor designates in writing. If any payment is not received by Lessor by midnight on the 10th day following the day on which the payment is due, a late fee equal to 100% of the delinquent payment shall be due from Lessee to Lessor as additional rent.

4.     **EVENTS CENTER**

a.     Lessee plans to operate a center available for public purposes (Events 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 County and the Association will serve as the booking agents for the Events Center and bookings for the use of the Events Center shall be made by the County. The Association shall receive notification of an Events Center booking reserving the Events Center for use in the manner agreed upon between the County and the Association so that the County and the Association are 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 agents not previously reserved by the Association. The Association shall be given priority with respect to said bookings. The County shall resolve any conflict regarding booking and reservation of the Events Center for use.

c. The Association shall be entitled to determine and receive the fees charged for public use of the Events Center under bookings made by the County and 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.

**5. SUBORDINATION.** This lease and all rights of Lessee 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 leased premises or any other encumbrances Lessor desires to place on the property.

**6. LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

a. To pay the rent installment when it comes due; to use the premises in a careful and proper manner; to commit or permit no waste or damages to the premises; 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; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, subleases, and assigns (excepting movable furniture, equipment, supplies, and inventory of Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises.

b. 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.

c. After the expiration of three (3) years from the date of the signing of this lease, Lessee, at Lessee's sole cost, shall maintain a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000 for injuries to persons in one 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 Lessor, authorized to engage



in the business of general liability insurance in the state of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. The County will carry fire and casualty insurance for the first 3 years of the Term, after which Lessee will be required to carry fire and casualty insurance naming the County as the beneficiary of said insurance. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one (1) year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand. Lessor shall be named as a co-insured on all policies maintained by Lessee.

d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the premises without the express written consent of Lessor.

e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased 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 leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased 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 Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

f. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. 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 Lessee, Lessee 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. Lessee agrees that it will hold Lessor 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.

g. To permit Lessor to enter, inspect, and make such repairs to the leased property as



Lessor may reasonably desire, at all reasonable times.

**7. LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

a. To warrant and defend Lessee 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, Lessor 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 Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party will have the right to terminate this lease by written notice to the other.

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

**9. DEFAULTS OTHER THAN RENT.** If Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, 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 lease 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) Lessor or Lessee 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. Lessor shall have the right to terminate this lease if Lessee fails to maintain the property, building landscaping, grass, and restroom facilities in a manner acceptable to Lessor.

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

**11. ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or

preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor 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 Lessor of rent or any other payment or part of payment required to be made by the Lessee 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 lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

**12. ADDRESSES FOR PAYMENTS AND NOTICES.** Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee 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 Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

**13. CAPTIONS.** The captions and paragraphs or letters appearing in this lease 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 lease or affect this lease in any way.

**14. TEXAS LAW; VENUE.** This lease 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.

**15. ENTIRE AGREEMENT.** This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased 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 lease will be binding on



Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

16. **TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

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

**IN WITNESS WHEREOF,** Lessor and Lessee have duly executed this Lease Agreement on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 200\_\_\_\_.

**LESSOR:**  
**WILLIAMSON COUNTY, TEXAS**

By: John C. Daehler 2-24-04

**LESSEE:**  
**TAYLOR RODEO ASSOCIATION**

By: Preston Hegar  
Printed Name: Preston Hegar  
Title: President

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