

**Commissioners Court - May 11, 2010
ADDENDUM TO NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH. 551). The Hays County Commissioners' Court has scheduled a meeting for 9:00 A.M., on the 11th Day of May, 2010 at the Hays County Courthouse, San Marcos, Texas. The following subject is being added to the agenda:

26. Discussion and possible action to give guidance to Barry Nelson on an executed contract with LULAC 4876 for use of the Civic Center.

27. Executive Session pursuant to §551.071 of the Texas Government Code, regarding Cause No. D-1-GV-07-002293, Styled as Travis County, Texas and the State of Texas et al vs. Coldwater Development, Ltd., and Rodman Excavation, Inc. et al and pending litigation related thereto. Possible action to follow in open Court.

Posted at 5:00 P.M. on the 7TH day of May, 2010.

COMMISSIONERS' COURT H A Y S COUNTY, TEXAS

CLERK OF THE COURT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids of services such as interpreters for persons who are deaf or hearing impaired; readers; or large print are requested to contact the Hays County Judge's Office at (512) 393-2205 two (2) work days prior to the meeting so that appropriate arrangements can be made.

Braille is not available.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than **2:00 p.m.** on **WEDNESDAY.**

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to give guidance to Barry Nelson on an executed contract with LULAC 4876 for use of the Civic Center.

CHECK ONE: **CONSENT** **ACTION** **EXECUTIVE SESSION**
 WORKSHOP **PROCLAMATION** **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: May 11, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Attached executed contract and emails.

Liz Sumter

From: Barry Nelson [barry@hayscc.com]
Sent: Thursday, May 06, 2010 3:15 PM
To: Liz Sumter
Cc: Will Conley; Karen Ford; Jeff Barton; Debbie Ingalsbe
Subject: LULAC 4876 Memorial Day Event
Attachments: lulac set up030.jpg; lulac contract pg 1031.jpg; lulac contract pg 2032.jpg; lulac contract pg 3033.jpg

Importance: High

Your Honor,

I have a situation involving LULAC 4876 and their attempt to force a renegotiation of a signed contract and facility set-up agreement for the "Roar on the River" motorcycle rally to be held here during Memorial Weekend. This situation is getting to be very heated and I would be grateful for any advice or assistance that you or the court could offer.

About three months ago I was approached by Mr. Peter Ramirez, President of LULAC 4876, asking if they could rent the facility over Memorial Weekend 2010 to hold their annual motorcycle rally. This function was to have the assorted vendors one would find at such events plus a band or two playing in the arena. That number is now 10 bands over the course of the weekend. The date was open however with the increased number and size of the equine events held here on a weekly basis the only way that I felt that this would work is if LULAC accept the facility "as is" meaning all 64 stalls on the dance floor and wing area plus all holding pens, roping chutes, and other weekly used equipment stay in place. This was acceptable to Mr. Ramirez, an agreement was struck, he was going to inform the rest of his chapter and we'd meet again to sign the contract.

On 4/29/10, after more than one attempt to have Mr. Ramirez meet with me and get a contract signed, he and other LULAC 4876 members were present that evening during the set-up of the LULAC 654 Cinco De Mayo event. L654 would not let L4876 borrow any of their equipment unless L4876 supplied the labor for both event set-up and tear down. Mr. Ramirez questioned why they could not have the same set-up as the cinco event. I reminded him that L4876 has the same exact set-up for their October BBQ Cook-off and that I did not have the two weeks of down time to ready the facility as I did for Cinco. There is only a 3 day window between the Tuesday night Cowboy Fellowship and the start of the rally. I can't pull off a two week set up in three days even if I started tearing down stalls Monday or Tuesday. All 64 stalls would need to be stripped of manure and shavings and then dismantled and moved outside to the storage area. The stock pens would have to be removed, the arena rolled and packed, the mats picked up off of the dance floor and laid back down on the arena, and the floor scrubbed and swept. Mr. Ramirez was also reminded that I had agreed not to charge him for the rolling of the arena that is needed for concerts, for janitorial supplies, sweeping of the parking lot for motorcycle events, or for any set up charges for bringing in the stage and bleachers. The uncharged fees total about \$1200. This was a goodwill gesture for taking the facility "as is". It also put them on an even footing with L654 as I reduced their set up fees because of the counties use of the facility for the employee luncheon and use of LULAC staging. Everything is fair. Mr. Ramirez understood my position and we then walked to the office and signed both the contract and an agreement that covered the specific facility set up. Both of these are attached to this email. as you can see by looking at the contract, I am allowing them to pay for the event one day prior to the event instead of the customary 5 days. We were within the 30 days of there event so I did them that last favor.

LULAC 4876 has since demanded to be given the same set-up as their sister chapters Cinco De Mayo event even though there is a signed contract and agreement in place. It is not possible to do this set up without a huge amount of Road department labor. I put it at a conservative amount of \$4000 of road labor just to get the set up done. That does not include the labor to put the facility back together again. Jerry already has to send a crew out to the civic center on the morning of the 24th to move the 20+ truck loads of special sand out of the arena after the large cutting horse show to ready the arena for the weekly Cowboy Fellowship roping event that benefits the Harvest Community Church Food Shelf. The cutting horse event took in \$7000 last month and should be at least that much or more this month so I don't think we can feel too bad about spending Road dept Labor to move some sand. I'd very much like a way to repay the road dept for that labor in some way for events like that, but I can't see spending \$6000 + for labor to bring in a \$1450 event even if the labor doesn't come out of my budget. Looking back, I probably should have booked a roping event instead.

I hate to impose upon the courts time, but as long as I have a signed contract and agreement I'd feel a lot better if I had the direction of the court as to whether or not anything is renegotiated.

Barry

EVENT SCHEDULE, AND HEREBY AUTHORIZES LESSOR TO LEASE THE PREMISES TO ANOTHER ON THE DATES INDICATED IN THE EVENT SCHEDULE.

If Lessee's event is a NON-ALCOHOLIC event, Lessee agrees to purchase for all periods stated in the Event Schedule liability insurance or other acceptable risk coverage for a minimum coverage in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in the aggregate for property damage, bodily injury, or death. Lessee agrees to present documentation of coverage on or before earliest start date stated in the Event Schedule.

If Lessee's event is a ALCOHOLIC event, Lessee agrees to purchase for all periods stated in the Event Schedule liability insurance or other acceptable risk coverage for a minimum coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage, bodily injury, or death, and listing the Lessor, Hays County Civic Center, as a secondary insured. Lessee agrees to present documentation of coverage ten (10) days before the earliest start date stated in the Event Schedule.

Lessee further agrees to keep the premises in good repair during the period of this lease and the return the same to Lessor at the expiration of this lease. Lessor retains the right to terminate this contract up to 30 days prior to any event. In the event the contract is terminated, monies paid by Lessee shall be returned to Lessee without further obligation on the part of Lessor, HCCC staff, its contractors or the county. This agreement may only be amended by a subsequent, written agreement of the parties hereto. Lessee assumes all risk and liability for or on account of any property or equipment used or allowed on the premises and for any injury, loss, or damage to any person or property in or upon said leased premises, and Lessee further agrees to protect, indemnify, hold and save harmless the Lessor, and its employees and contractors, from and against any liability of whatsoever nature, arising out of the use, occupancy, and possession of said premises by Lessee or anyone attending the premises during the term of this lease.

Lessee assumes all risk and liability for or on account of any injury, loss, or damage to any participant, spectator, person or property in or upon said leased premises, and Lessee further agrees to protect, indemnify, hold and save harmless the Lessor, and its employees and contractors, from and against any liability of whatsoever nature, arising out of the use, occupancy, and possession of said premises by Lessee or anyone attending the premises during the term of this lease.

Lessee further covenants and agrees that it will not occupy or use the premises, or permit the same to be occupied or used in such a way as to violate and Federal, State or Municipal law, rule, regulation or ordinance, including the laws regulating sales and consumption of alcoholic beverages.

Lessee agrees to have on hand sufficient security and police protection (provide by certified police agencies), to maintain law and order and protect persons and property. Such protection shall be provided at Lessee's expense.

The term "participant or participating" herein means lessee, agent of lessee, customer of lessee, spectator, or other person who engages in an event activity for a fee or without a fee or a customer, rider, handler, transporter, caretaker, or owner of equine or livestock animals during an equine activity or a livestock show, without regard to whether the person is an amateur or equine professional or whether the person pays for the activity or participates in an activity for free, or a person who registers for and is allowed by a livestock show sponsor to compete in a livestock show by showing an animal on a competitive basis, or a person that assists that person.

The term "lessor" herein means the Hays County Civic Center or HCCC.

The term "lessee" herein means the person or group leasing the Hays County Civic Center to the extent described in the Event Schedule, or agent of the lessee.

The term "day" herein and in the attachments means that the first day begins when lessee occupies the Hays County Civic Center and the first day ends at 11:59 p.m. of that same day. Each day thereafter begins at 12:00 midnight and ends at 11:59 p.m.. A "day" herein constitutes all or part of a day.

The term "non-alcoholic event" herein means an event in which the lessee will not be serving alcohol beverages, liquor, or any other intoxicating substance to spectators, customers, participants, or anyone attending the event.

The term "alcoholic event" herein means an event in which the lessee will be serving alcohol beverages, liquor, or any other intoxicating substance to spectators, customers, participants, or anyone attending the event, with or without a charge for the beverage or substance.

The term "event activity" herein means that event described by lessee in the Event Schedule.

Hays County Civic Center

Lease Agreement and Service Contract for General Events

When Complete, send the following documents to fax # 512-353-0391:

- (1) this lease agreement (signed and completed copy);
- (2) the Hays County Basic Facility Rules (signed copy); and
- (3) Attachments A, B, C & D (complete).

(Mail Original Documents to HCCC, 111 E San Antonio St, San Marcos, Texas 78666)

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

That this lease, made 4/29/2010 by and between the Hays County Civic Center, hereinafter called the Lessor, and Lylac 4876 hereinafter called Lessee:

WITNESSETH

The Lessor, for the period of time hereinafter set forth, and by these presents does lease the facility known as the Hays County Civic Center (hereinafter "HCCC") located in San Marcos, Hays County, Texas, and more particularly described in Attachment A, to the extent described below in the Event Schedule and for use by Lessee for the event(s) described in the Event Schedule for the following dates:

See Attachment D for HCCC Facility Configuration.

EVENT SCHEDULE (Please Print Clearly)

Lease Period			Property Leased & Services			
Event Name (complete Attachment B - Description of Event, for each event)	Start Date	End Date	Arena (\$250 per weekday \$725 per weekend day. Use Attachment C to figure costs)	Wing Area (\$250 per weekday \$250 per weekend day. Use Attachment C to figure costs)	Meeting Room (\$100 Per weekday or weekend day. Use Attachment C to figure costs)	Total For each event
1. <u>Rain on</u>	<u>5/29/10</u>	<u>5/29/10</u>	<u>2x 725</u>			<u>\$ 1450</u>
2. <u>THE RIVER</u>						\$
3.						\$
*Sum Total (include additional fees from Attachment C - Additional Fee Schedule)						\$ 1450
Non-refundable deposit of 10% of Sum Total				Due upon signature of Contract		\$
Non-refundable deposit of 40% of Sum Total				Due 60 days prior to earliest Start Date		\$
Balance due (50%)				Due 7 days before the earliest start date		<u>\$ 1450</u>

*Lessee agrees to include in the Sum Total for this lease and services contract any additional fees for services, including electricity (when required), janitorial clean up services, stall cleaning, and costs of shavings, all in accordance with Attachment C - Additional Fee Schedule.

Lessee agrees to pay the amounts stated in the Event Schedule on or before the earliest dates the amounts are due and payable. Lessee further agrees that any discrepancy in the amounts stated in the Event Schedule is to be resolved in favor of the Lessor.

ALL AMOUNTS STATED IN THE EVENT SCHEDULE MUST BE PRINTED CAREFULLY. IF LESSEE FAILS TO PAY THE AMOUNT DUE WHEN PAYABLE, LESSEE HEREBY AGREES TO FORFEIT ALL DEPOSITS AND FORFEIT USE OF THE HAYS COUNTY CIVIC CENTER ON THE EVENT DATES INDICATED IN THE

I/we the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of the risk, and I / we have read and do understand the attached HCCC Basic Facility Rules.

LULAC #4876
Organization Name

4-29-10
Date

Email Address

Peter Ramirez
Lessee

Driver's License #

812-665-6974
Telephone

125 LANCELOT CV.
Address

San Marcos, Tx Maxwell
City, State, Zip Tx

Fax

[Signature]
Director, HCCC, Lessor

4/29/10
Date

It is understood by officers and members of LULAC Chapter 4876 that during their hosted event held at the Hays County Civic Center located at 1249 Civic Center Loop, San Marcos TX during Memorial weekend, May 28,29,30th 2010, the following conditions will be adhered to in addition to the basic facility rules:

1. All horse stalls, rodeo equipment, roping equipment, cattle gates and stock panels both inside and outside the facility will remain in place and un-altered for the duration of the above mentioned event.
2. LULAC 4876 will not allow any vehicle(s) to "burn out" and mark the parking lot in any way in either a sole or group act. "Doughnut contests" are strictly forbidden.
3. LULAC 4876 will return the Civic Center Facility to it' original "pre event" condition no later than 12 o'clock, noon May 31st 2010. The facility will be free from trash and any and all debris is to be completely removed from the arena by that time.
4. A schedule and list of security personnel will be given to Pct 1 Constable no later than 5 days prior to the scheduled start time of the event. If the Pct 1 Constable finds that the security is lacking in quality, size, or duration, LULAC 4876 agrees to make the appropriate changes to its security detail to the satisfaction of the Pct 1 Constable. Let it be known that LULAC 4876 may hire the licensed security of its choice; however the Pct 1 Constable needs to approve the schedule and number of security for the event.

It is understood that this agreement is in addition to and does not nullify the existing facility rules covering the Hays County Civic Center.


LULAC 4876 Representative

4-29-10


HCCC Director

4/29/10

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TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: May 11, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: FORD/SUMTER

SPONSORED BY: FORD/SUMTER

SUMMARY:

Summary to be provided by Legal Counsel in Executive Session.