

RESOLUTION NO. 2018-10-01-1

A RESOLUTION OF THE CITY OF LLANO ACKNOWLEDGING THE CITY'S IMPLIED ACCEPTANCE OF THE AGREEMENT BETWEEN THE LLANO ECONOMIC DEVELOPMENT CORPORATION AND THE LLANO COUNTY JUNIOR LIVESTOCK SHOW ASSOCIATION.

WHEREAS, on September 21, 2015, the J.L Kuykendall Arena and Events Center was conveyed to the City of Llano from the Llano Economic Development Corporation, and

WHEREAS, the Llano Economic Development Corporation entered into an agreement with the Llano County Junior Livestock Show Association, attached, and

WHEREAS, the agreement in all its terms and provisions were binding as to all successor entities and assigns of ownership and/or operators of the JLK Arena & Events Center subject to the operating agreement;

WHEREAS, the Llano County Junior Livestock Show Association desires to confirm the acceptance of the agreement on behalf of the City of Llano.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LLANO, TEXAS, THAT:


The City of Llano hereby formally acknowledges the acceptance of and adherence to the agreement that was established between the Llano Economic Development Corporation and the Llano County Junior Livestock Show as the successor of the facility.

ADOPTED this __1st__ day of _October_, 2018


Gail Lang, Mayor



ATTEST:


Toni Milam
City Secretary

Agreement

Between the Llano Economic Development Corporation and the Llano County Junior Livestock Show Association

The Llano Economic Development Corporation (hereinafter referred to as LEDC), owner of the property identified as the John L. Kuykendall Arena & Events Center (JLK Arena & Events Center), does hereby agree to recognize and hold in reserve the exclusive use of the JLK Arena & Events Center by the Llano County Junior Livestock Show Association (LCJLSA) for the dates and associated events listed below:

- January – second Saturday weekend (including Saturday pre-event through Sunday post-event) for the Llano County Junior Livestock Show event
- September – second Saturday (including Monday pre-event through Sunday post-event) for the Wild Game Dinner event

It is also further agreed and understood that the Texas A&M Agrilife Extension Service shall have use of the JLK Events Center for any educational related activities and 4H & FFA related activities at no charge.

For the purposes of this agreement, the facilities at the JLK Arena & Events Center are further defined as 1) the Arena, 2) the warm-up area, and 3) the JLK Events Center. It is agreed and understood the LCJLSA will have exclusive use of the warm-up area and the Events Center; and the Wild Game Dinner will have exclusive use of the Events Center at no charge.

This agreement to recognize and reserve the dates of use by the LCJLSA as set forth hereinabove is hereby renewed annually without a requirement of notice, subject to the prescribed dates. Should the LCJLSA, in subsequent years, require changes to those dates, it agrees to provide written notice to the LEDC of such changes a minimum of nine (9) months in advance of the date(s) reserved hereinabove.

In its use of the JLK Arena & Events Center facilities as recognized and reserved hereinabove, the LCJLSA agrees to conduct its operations subject to the terms and provisions of the LEDC's Operating Agreement of the JLK Arena & Events Center between the LEDC and its operator.

*Termination of this agreement is subject solely to the mutual agreement of the parties to this agreement.

Terms and provisions of this addendum shall be binding as to all successor entities and assigns of ownership and/or operators and operations of the JLK Arena & Events center subject to the Operating Agreement. Successor entities to the LCJLSA will be subject to the approval of the LEDC and/or their successor entities and assigns.