

# MEMORANDUM

To: Mayor and City Council Members  
Douglas Faseler, City Manager

From: Rick Cortes, Assistant City Manager

Subject: Guadalupe Agricultural and Livestock Fair Association Agreement for Use of Seguin Events Complex

Date: January 6, 2016

Staff is requesting authorization to enter into a Seguin Events Complex use agreement with the Guadalupe Agricultural and Livestock Fair Association (GALFA). In anticipation of the expiration of this agreement, the Fair Association Task Force which consists of Councilmembers Fonda Mathis and Tomas Castellon, along with city staff met for several months with representatives from the GALFA in an effort to determine how these facilities will be operated and maintained in the upcoming years. As a result of these meetings, on January 4, 2016, GALFA executed the final Agreement for Use of Seguin Events Complex submitted by the City of Seguin for consideration. The term of the agreement is 10 years. The 10 year term shall automatically renew for a subsequent 10 year term unless either Party submits written notice of its intent not to renew. Notice of nonrenewal shall be delivered no later than six months prior to the end of the final year of the 10 year term.

The agreement includes but is not limited to the following provisions;

- Allowances for the use of the facilities at no costs with the exception of the Coliseum.
- Provides provisions for a damage deposit in the amount of \$2,500.
- Provides that all pens, panels gates, and other accouterments, whether fixed or moveable that exist now at the facilities will remain.
- Should GALFA vacate or otherwise cease using the Facility on or before January 6, 2021, the gates, panels and other equipment the City believes it needs to operate the Facility shall remain in place. After January 6, 2021, GALFA shall remove all such identified equipment.
- Should the City terminate the Agreement with GALFA, at any point, GALFA shall have the right and duty to remove the items set forth in Exhibit 2. Anything not removed within 30 days after the date of termination shall be deemed abandoned.
- Alcohol sales by the organization will be allowed only in designated areas
- All alcohol sells must be made in accordance with TABC Rules and Regulations.
- All insurance, and indemnifications must be place prior to the event
- The City of Seguin's concessionaire will provide alcohol sales for all events at either the Coliseum and rodeo arena concession stand.

Even though the agreement does restrict the City concessionaire from alcohol sales at the rodeo arena concession stand during the County Fair, the concessionaire has agreed not to sale alcohol at the rodeo arena during the County Fair. Staff recommends approval and will be available to answer Councilmember questions at the January 19, 2016 regular City Council Meeting.