

RESOLUTION NO. 13-48

A RESOLUTION AUTHORIZING LEASE WITH HUNT COUNTY FIREFIGHTERS ASSOCIATION FOR THE COMMERCE FIRE SUBSTATION; AND GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO THIS RESOLUTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL INSTRUMENTS REQUISITE IN IMPLEMENTING THIS RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO THIS RESOLUTION.

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall, on the 17th day of December 2013, at 6:00 p.m., a majority of council members being present and constituting a quorum, the following resolution was adopted:

WHEREAS, after careful consideration it would be in the best interest and general welfare of the City of Commerce that the City enter into a lease agreement with Hunt County Firefighters Association for the use of the Commerce Fire Substation; and

WHEREAS, the Hunt County Firefighters Association hereby agrees to lease such space for training. Further provisions are set out in said agreement, a copy of which is attached and marked Exhibit "A" and being made a part hereof just as if copied herein verbatim.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Commerce, Texas, be authorized and he is hereby authorized to execute this Resolution; and that the City Manager be authorized to execute agreement and all instruments requisite in implementing this resolution.

BE IT FURTHER RESOLVED that the City Secretary be authorized and she is hereby authorized to attest to the signature of the Mayor to this Resolution, and to attest to the signature of the City Manager to any instruments requisite to implementing this Resolution.

PASSED BY THE GOVERNING BODY of the City Council of the City of Commerce, Texas, on the 17th day of December 2013.

ATTEST:

Marty Cunningham
Marty Cunningham, City Secretary

(seal)

CITY OF COMMERCE, TEXAS

John Ballotti, Jr.
John Ballotti, Mayor

APPROVED AS TO FORM:

Jay Garrett
Jay Garrett, City Attorney

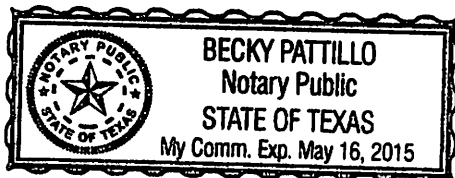
I, Marty Cunningham, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution, and that the same has not been repealed and is in full force and effect.

(seal)

Marty Cunningham
Marty Cunningham
City Secretary

Sworn to and subscribed before me, on this the 18th day of December, 2013, to certify which witness my hand and seal of office.

(seal)



Becky Pattillo
Notary Public, State of Texas

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this the 1st day of December, 2013, by and between, The City of Commerce, hereinafter referred to as "LESSOR", and the Hunt County Firefighters Association, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR is the owner of property legally described as:

Located at: 1200 Ross Street, Commerce, TX

WHEREAS, the LESSOR has agreed to lease the property described in Exhibit A attached hereto and made a part hereof to the LESSEE on the following terms and for the purposes herein set forth.

NOW, THEREFORE, in consideration of the premises, these agreements and other good and valuable considerations it is herewith and hereby agreed by and between the LESSOR and the LESSEE as follows:

1. **LEASE OF PROPERTY:** The LESSOR hereby leases to the LESSEE and the LESSEE hereby honors and takes as tenant under said LESSOR the property described herein subject to the terms, provisions, conditions, and limitations set forth and described in this agreement. LESSOR and LESSEE have ninety days (90) days from the execution of this Lease Agreement in which they may cancel or void the Lease Agreement before it's becoming binding for the term described below.

2. **USE OF PROPERTY:** The subject property shall be used by the LESSEE only for the training of firefighters and emergency responders and for no other purpose.

3. **TERM OF LEASE:** Shall be from January 1, 2014 with a term of five (5) years, subject to the provisions, options, and conditions as specified herein, including without limitation the occurrence, happening, or satisfaction of any condition precedent or subsequent as specified herein.

The LESSEE may elect to renew this Lease Agreement and thereby extend the Terms thereof for additional periods of five (5) years each (each such period an "Extension Period") upon the same terms and conditions and for the same rentals as specified herein, by giving the LESSOR at least thirty (30) days written notice of its election to make each such extension.

4. There will be no Lease Rentals due.

5. The LESSOR shall pay for all utilities furnished to the premises (including water, sewer, garbage and electricity), as well as for utilities relating to the landscaping, parking areas and other grounds (including water, sewer, garbage and electricity).

6. If the premises are taxed the LESSEE shall pay the tax assessed to its leasehold interest and the LESSOR shall pay tax assessed to its underlying interest.

7. LESSEE will, at its own expense, keep and maintain the facilities in a clean and orderly manner free from litter, trash, and debris at all times. LESSEE will also, at its own expense, provide for the security of the facilities, ensuring that unauthorized entry is not possible.

8. LESSOR shall provide mowing services to the grounds at no expense to the LESSEE.

9. LESSEE accepts the condition of the leased property in an "as is" condition. The LESSOR has made no representations, statements, or warranties either expressed or implied as to the condition of the leased premises and property.

10. LESSEE shall not make or permit to be made any alterations, additions, improvements or changes in the premises without in each case first obtaining the written consent of the LESSOR.

11. The LESSEE will cooperate with the LESSOR'S demolition of structures on and adjacent to the leased premises. This includes vacating the premises when required to allow demolition.

12. LESSEE agrees to hold and save the LESSOR harmless from any and all damages, loss, or liability occurring by the reason of any injury of any person or property occasioned by an act of omission, neglect, or wrongdoing of the LESSEE or any of its officers, agents, representatives, employees, or persons contracting with LESSEE, and LESSEE will, at its own cost and expense, defend and protect the LESSOR against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the occupancy or use of the said premises by the LESSEE.

INSURANCE: LESSEE shall, for the full term of this agreement, maintain comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit, a certificate for which insurance naming the LESSOR as an additional insured must be attached to and made a part of this agreement. LESSEE shall be solely responsible for securing, at its own expense, whatever insurance coverage it may desire on the contents of the space leased by it from the LESSOR and on any portable equipment and non-fixed assets brought onto the property by LESSEE.

13. The LESSEE will obtain, at its own expense, all required and necessary licenses and permits and comply with all laws and regulations of the United States of America, the State of Texas, County of Hunt and the City of Commerce as may pertain to its use of the leased premises.

14. LESSEE agrees not to generate, remove, store, transport, treat, dispose of, install, or otherwise use any hazardous substances on, in, under or in any way related to the facilities or grounds or cause or permit any such generation, storage, treatment, disposal, installation, or other use with respect thereto in violation of any Environmental Laws. The term "Environmental Laws" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Lease Agreement together with their implementing regulation and guidelines as of the date of this Lease Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

15. LESSEE shall not perform, participate in, or otherwise be involved in any way in any live fire trainings that do not conform to the regulations set forth by TCEQ.

16. LESSEE agrees to limit any and all training of persons under the age of eighteen (18) to indoor areas, and outdoor hazardous training of anyone under 18 years of age.

17. In the event that the Hunt County Firefighters Association ("LESSEE") dissolves or chooses not to renew lease for addition periods, all non-fixed improvements and portable equipment shall remain the sole property of the LESSEE, and LESSOR shall allow for the return of any said non-fixed improvements and portable equipment left on the premises to LESSEE.

18. ASSIGNMENT OR SUBLET: It is specifically agreed that LESSEE shall not have any right to assign this Lease.

19. ADDITIONAL PROVISIONS:

A. All persons to whom these presents may come are put on notice of the fact that LESSEE shall never, under any circumstances, have the power to subject the interest of the LESSOR and the premises to any mechanic's or materialman's lien or lien of any kind.

B. The LESSOR and its agents shall have the right to enter upon the premises at all reasonable times to examine the condition and use thereof, provided only that such rights shall be exercised in such manner so as not to interfere with the LESSEE in the normal use of the property.

C. If the LESSEE shall violate any of the restrictions in this agreement or shall fail to keep any covenants herein, upon the giving of seven (7) days written notice to cease and/or correct such violation, the LESSOR may terminate this agreement if LESSEE fails to lease or correct the violation or covenant.

D. It is understood and agreed between the parties hereto that written notice mailed to the LESSEE at:

Hunt County Firefighters Association
PO Box 473
Greenville, TX 75403

shall constitute sufficient notice to the LESSEE and written notice mailed or delivered to the office of the LESSOR shall be to 1119 Alamo Street, Commerce, Texas 75428 or to such other address as LESSOR may designate in writing from time to time.

E. This contract shall bind the LESSOR and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the LESSEE.

F. The parties understand and agree that the relationship between them is that of Landlord and Tenant, and it is specifically understood and agreed that this agreement and the relationship between the parties shall be construed in accordance with the laws of Texas.

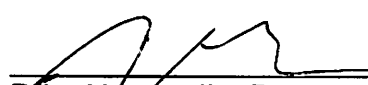
G. This agreement constitutes the entire agreement between the LESSOR and the LESSEE and no change will be valid, unless made by supplemental written agreement, executed and approved by the principal parties.

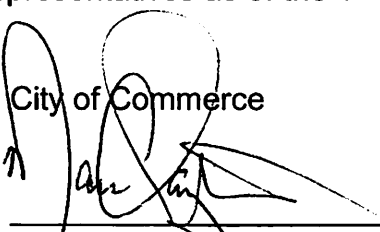
H. Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any section in the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed by their duly authorized Representatives as of the 1st of January, 2014.

Hunt County Firefighter's Association

City of Commerce


Print Name: Jim Davenport, President


Marc Clayton, City Manager