

RESOLUTION NO. 1981-15R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF SAN MARCOS AND COMMUNITY ACTION, INC. OF HAYS, CALDWELL AND BLANCO COUNTIES CONCERNING LOT 82 OF THE SOUTH END ADDITION TO THE CITY OF SAN MARCOS, TEXAS; AUTHORIZING THE MAYOR OF SAID CITY TO EXECUTE SAID AGREEMENT AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of San Marcos, Texas owns certain real property in the City of San Marcos, said property being Lot 82 in the South End Addition to the City of San Marcos; and,

WHEREAS, Community Action, Inc. of Hays, Caldwell and Blanco Counties, desires to use said Lot 82 as parking facilities for persons using the Senior Citizens Center located at 701 Georgia Street, San Marcos, Texas, said Center located adjacent to said Lot 82; and,

WHEREAS, the City of San Marcos wishes to lease said Lot 82 for the purposes heretofore described; now, therefore,

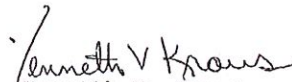
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

PART 1. That the lease agreement between the City of San Marcos, Texas, and Community Action, Inc. of Hays, Caldwell and Blanco Counties concerning Lot 82 of the South End Addition to the City of San Marcos, Texas, a copy of which is attached hereto and incorporated herein for all intents and purposes, be, and the same is hereby, approved in all respects.


PART 2. That the Mayor of the City of San Marcos, Kenneth V. Kraus, be, and he is hereby, authorized to execute said lease agreement on behalf of said City.

PART 3. That this resolution shall be in full force and effect immediately upon its passage.

ADOPTED this 9th day of February , 1981.


Kenneth V. Kraus
Mayor

ATTEST:


Sharyl Werner
City Secretary

THE STATE OF TEXAS
THE COUNTY OF HAYS

LEASE

KNOW ALL MEN BY THESE PRESENTS:

That this agreement is made and entered into by and between the City of San Marcos, Texas, a municipal corporation situated in Hays County, Texas, existing by and under the laws of the State of Texas, acting through authority conferred on its Mayor Kenneth V. Kraus, by Resolution duly adopted on February 9, 1981, hereinafter referred to as "City" and Community Action, Inc. of Hays, Caldwell and Blanco Counties acting through its Executive Director, Ofelia T. Vasquez, hereinafter "Community Action".

I.

City, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to be paid by Community Action and the covenants and agreements hereinafter contained, by Community Action to be kept and performed, agrees to lease, demise and let to Community Action Lot 82 of the South End Addition to the City of San Marcos, Hays County, Texas, according to the map or plat thereof recorded in Volume 55, Page 601, Hays County Deed Records.

II.

The term of this lease shall be from the date of execution until termination by either party pursuant to Part XIII.

III.

Community Action shall use said demised premises for parking facilities for persons using the Senior Citizens Center located at 701 Georgia Street, San Marcos, Hays County, Texas and for no other purpose.

IV.

Community Action assumes responsibility for assuring that said demised premises shall be well-lighted for the safety and protection of persons using said parking facilities. City shall incur no cost for the provisions of lighting to said demised premises.

V.

Community Action shall acquire gravel sufficient to develop said demised premises as all weather parking facilities for persons using said Senior Citizens Center. Said development shall be at the sole expense of Community Action. City shall approve said parking facilities at the completion of said development and prior to the use of said demised premises as parking facilities by persons using said Senior Citizens Center.

VI.

Maintenance of said demised premises shall be the responsibility of Community Action and Community Action hereby agrees at its expense to keep said premises in a safe, sanitary and sightly condition and shall yield the same back to City upon the termination of this agreement in such condition.

VII.

All fixtures and improvements of every kind and nature whatsoever installed by Community Action shall remain the property of Community Action, and Community Action may remove the same upon the termination of this lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises.

VIII.

It is expressly agreed and understood that no authorization exists in Community Action to subject said demised premises, or any part thereof, to mechanic's and/or materialman's liens. Neither this lease, nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditor or otherwise by operation of law. In any of these events, notwithstanding the provisions of Part XIII, this lease may be immediately cancelled at the option of City by giving notice in writing to Community Action of such cancellation. Upon said notice Community Action shall immediately vacate the demised premises.

IX.

Community Action covenants and agrees not to discriminate upon the basis of age, religion, race, sex or national origin in the operation, use and occupancy of said demised premises.

X.

Community Action shall not assign or transfer this lease or any interest therein nor sublet said demised premises or any part thereof without the written consent of City.

XI.

Community Action covenants and agrees to indemnify and save City harmless from all damages, claims, losses, demands, suits, judgments, costs and expenses arising out of the use by Community Action of said demised premises as parking facilities for persons using said Senior Citizens Center. In any suit or action for damages arising from the negligence of Community Action in this respect, in which City is included or made a defendant, Community Action agrees to assume all the burden, cost and expense of the defense or settlement of suit or causes of action, including attorney's fees, in the defense or settlement of such action or settlement of such action or claim and will truly pay any judgment which may be obtained against City, as provided in this paragraph regardless of whether said damages, claims, losses, demands, suits, judgments, costs and expenses are caused in part by City.

XII.

Community Action further covenants and agrees that it will at all times during the term of this lease, or any extension thereof, at its own expense, maintain and keep in force liability insurance on an occurrence basis with minimum limits of liability in an amount of one hundred thousand dollars (\$100,000) for bodily injury, personal injury or death to any one person; up to three hundred thousand dollars (\$300,000) for each occurrence; and one hundred thousand dollars (\$100,000) property damage; and such insurance policy shall contain the endorsement that such insurance may not be cancelled or amended with respect to Community Action without ten (10) days written notice by registered mail to City by the insurance company; and that City shall not be required to pay any premiums for insurance. Any insurance policy herein required or procured by Community Action shall contain an express waiver of any rights of subrogation by the insurance company against City. The original

policy of all such insurance shall be delivered by Community Action to City within ten (10) days of the inception of such policy by the insurance company. The minimum limits of any insurance coverage required herein shall not limit Community Action's liability under Part XI.

XIII.

This lease may be terminated by either party by giving written notice to the other party thirty (30) days prior to the date of termination.

XIV.

The foregoing instrument in writing constitutes the entire agreement herein, there being no other written or parole agreement with any officer or employee of the City. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

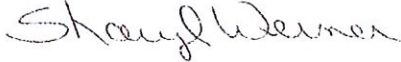
EXECUTED IN DUPLICATE ORIGINALS this 16th day of February, 1981.

CITY OF SAN MARCOS

BY:


Kenneth V. Kraus
Mayor

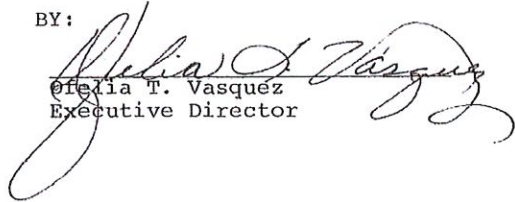
ATTEST:



Sharyl Werner
City Secretary

COMMUNITY ACTION, INC. OF
HAYS, CALDWELL AND BLANCO COUNTIES

BY:


Ofelia T. Vasquez
Executive Director

