

THE STATE OF TEXAS
COUNTY OF COLLIN

LEASE AGREEMENT
CITY OF WYLIE
2000 HIGHWAY 78 NORTH
WYLIE MUNICIPAL COMPLEX
CONSTRUCTION AND PROJECTS

On **October 14, 2005** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell


County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a lease agreement with the City of Wylie.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a lease agreement with the City of Wylie for property located at 2000 Highway 78 North, Wylie, Texas; in the amount of \$1,628 per month (approximately 1,776 square feet) commencing on October 1, 2005, and shall continue on a month-to-month basis. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

COMMISSIONERS' COURT AGENDA REQUEST FORM

Date: 10-4-05 Court Date: 10-14-05 Phone/Ext: 5333 Department: Construction & Projects

Description of Agenda Item: Consideration and action for approval of
new lease between City of Wylie and Collin County for offices and
Court space for J.P., Precinct 2. Commencing October 1, 2005 and
Continuing on a month to month basis.

DEPARTMENT HEAD
SIGNATURE: *Willard*

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: ☒ Yes
☐ No

Amount Budgeted: \$19,536.00
(or needed)

Account Number: 001-5003-501-5901

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW

ADVERTISE

BIDS

PROPOSALS

BOND REQUIRED:

ANNUAL ACTION:

AD DATES:

INS. REQ'D:

EFFECTIVE:

OPEN DATE/TIME:

Description for Agenda: Commissioners' Court consideration and any action regarding approval of a lease
for the City of Wylie for space occupied at Wylie City Hall for JP2 and Constable 2 Offices at a rate
of \$19,536.00 per year payable in monthly installments of \$1,628.00. (See attached information.)

Remarks:

PURCHASING AGENT
SIGNATURE: *Franklin Dyer*

dh

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED

UNBUDGETED

FUNDS NOT AVAILABLE

FUNDS AVAILABLE

ACCOUNT NUMBER FOR AVAILABLE FUNDS

(Needed for Agenda Submission)

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC

EMERGENCY, Sec 111.010 LGC

FUNDS TRANSFER RECOMMENDATION

AMOUNT

DEPARTMENT NAME

ACCOUNT NUMBER

\$ From

\$ From

\$ To

\$ To

Remarks:

COUNTY AUDITOR
SIGNATURE: *Dave*

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGETED

BUDGET OFFICER
SIGNATURE: *Franklin Dyer*

10/3/05

COMMERCIAL LEASE

This Lease is made and entered into by and between the **CITY OF WYLIE, TEXAS**, a **municipal corporation** organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY, Texas**, referred to in this lease as "Lessee".

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the property described in **Exhibit A** attached to this lease, which is a portion of Wylie City Hall. These premises are referred to in this lease as "the premises" or "the leased premises."

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1.1 The term of this lease shall commence on October 1, 2005, and shall continue on a month-to-month basis subject to termination as specified in Sections 1.2 and 1.3. The parties may review the lease on an annual basis and negotiate any changes.

Termination

1.2 This lease is only for the leased premises. Lessor shall have the right to terminate this lease with no penalty by giving Lessee forty-five (45) days written notice that Lessor is moving its City Hall offices to another building. Any amounts paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

1.3 Either Lessor or Lessee shall have the right to terminate this lease with no penalty by giving the other party ninety (90) days written notice. Any amounts pre-paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

ARTICLE 2. RENT

Rent

2.1 Lessee agrees to pay to Lessor as base rent the sum of Nineteen Thousand Five Hundred Thirty-Six Dollars (\$19,536) during the lease term payable in monthly installments in the amount of One Thousand Six Hundred Twenty-Eight Dollars (\$1,628) per month in advance, with any amount owed for a partial month being pro-rated. Any amounts pre-paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee shall operate the leased premises for the purpose of conducting County Justice of the Peace Court, continuously during the term of this agreement and shall use the premises for no other purpose.

Waste, Nuisance, or Illegal Uses

3.2 Lessee shall not use, or permit the use of, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by the City of Wylie insurance policies. Collin County shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other Lessee, nor shall Collin County allow said unsafe purpose, including, but not limited to, the storage of any flammable materials, nor shall Collin County use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by other Lessees, or which shall in any way be a detriment to said building.

Parking

3.3 Lessee's employees, customers, guests and invitees shall have the right to park, without charge, during the term of this lease on the parcel adjacent to the building on the west side.

ARTICLE 4. MAINTENANCE, SURRENDER AND HOLDOVER

Maintenance

4.1 Lessor shall maintain the leased premises and parking area in good condition, except that Lessee shall promptly make any repairs or replacements to the Property that are the result of damage caused by Lessee or Lessee's employees, agents, invitees, visitors or guests. If Lessee fails to make such repairs or replacements, Lessor, in its sole option, may, after proving ten (10) days written notice to Lessee, make such repairs or replacements and Lessee shall repay the costs incurred by Lessor as part of the next monthly rental payment due and owing, and failure to pay shall constitute an event of default.

Surrender

4.2 Lessee shall surrender the leased premises to Lessor at the expiration of this lease in good order, repair and condition, at least equal to the condition at the beginning of this lease, ordinary wear and tear excepted.

Holdover

4.3 Lessee shall vacate the leased premises immediately upon the expiration of the lease term or earlier termination of this lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages incurred by Lessor as a result of any delay by Lessee in vacating the leased premises. If Lessee does not vacate the leased premises upon the expiration of the lease term or earlier termination of this lease, Lessee's occupancy of the leased premises shall be a day-to-day tenancy, subject to all of the terms of this lease, except that the rent during the holdover period shall be increased to an amount which is one-and-one-half (1½) times the rent in effect on the expiration or termination of this lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this lease. This paragraph shall not be construed as Lessor's consent for Lessee to hold over or to extend this lease.

ARTICLE 5. HOLD HARMLESS

Hold Harmless Clause

5.1 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from its use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the leased premises, but Lessor shall not indemnify or hold harmless Lessor for its own negligence or willful misconduct. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE 6. UTILITIES, GARBAGE REMOVAL AND JANITORIAL SERVICES

Utility Charges, Garbage Removal, and Janitorial Services

6.1 Lessee shall pay the sum of Three Thousand Five Hundred Fifty-Two dollars (\$3,552) during the lease term payable in monthly installments in the amount of Two Hundred Ninety-Six dollars (\$296) per month for their proportionate share of all utility charges for water, electricity, heat and gas used in and about Wylie City Hall, garbage removal, and janitorial services, during the term of the lease or any extensions thereof, all such charges to be paid by Lessee directly to Lessor before the same shall become delinquent. The utility charges contained in this paragraph may be reviewed by Lessor on an annual basis and mutually changed by Lessor and Lessee to reflect then current operating conditions.

ARTICLE 7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

7.1 Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor, and Lessee may not remove improvements or any part thereof without the consent of the Lessor. Nonstructural alterations, additions, or improvements shall not require approval by Lessor.

Property of Lessor

7.2 All alterations, additions, or improvements made by Lessee which remain on the leased premises at the expiration or termination of this Lease shall become the property of Lessor.

ARTICLE 8. TRADE FIXTURES AND SIGNS

Trade Fixtures

8.1 Lessee shall have the right at all times to erect or install shelves, bins, machinery, or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee shall have the right to remove all trade fixtures at the termination of this lease. Any trade fixtures that have not been removed by Lessee at the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

Signs

8.2 Lessee shall have the right at all times to maintain signs existing, pursuant to a previous lease, at the time of execution of this lease. Lessee may relocate, replace, remove or add additional signs upon written approval of Lessor, which shall not be unreasonably withheld.

ARTICLE 9. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

9.1 If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Casualty

9.2 This Lease shall not terminate upon a casualty, regardless of the amount of damage by fire, tornado, or other casualty. Lessor shall not be required to make any repairs. The lease may be terminated by either party in writing if Lessor determines that it will not make any repairs.

ARTICLE 10. DEFAULT

Default by Lessee

10.1 If Lessee shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, Lessor may recover monetary damages and shall have all remedies at law or equity to dispossess Lessee from the leased premises and to allow Lessor to retake possession of the leased premises, including an action for forcible entry and detainer.

Waiver of Breach

10.2 A waiver by either Lessor or Lessee of a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the lease.

ARTICLE 11. INSPECTION BY LESSOR

11.1 Lessee shall permit representatives and employees of Lessor to enter into and on the leased premises at all reasonable times for the purpose of inspection of the premises and conducting any services, maintenance, etc.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.1 Lessee may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in this lease, or in the leased premises or the improvements on the leased premises, without the written consent of Lessor, which consent shall be solely within the discretion of the Lessor.

Assignment by Lessor

12.2 Lessor may assign or transfer any or all of its interests under the terms of this lease provided that Lessor notifies such assignee of the contents of this Lease.

ARTICLE 13. MISCELLANEOUS

Notices and Addresses

13.1 All notices required under this lease must be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: City of Wylie
Mr. Mark B. Roath
2000 Hwy. 78 North
Wylie, TX 75098

Lessee: Collin County/Construction & Projects Department
4600 Community Ave.
McKinney, TX 75071

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

13.2 This agreement shall be binding upon, and inure to the benefit of, the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Texas Law to Apply

13.3 This agreement shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Collin County, Texas.

Legal Construction

13.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

13.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

13.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

13.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees and Costs

13.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this lease.

Force Majeure

13.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

13.10 Time is of the essence of this agreement.

The undersigned Lessor and Lessee execute this agreement on the date set forth below, at Wylie, Collin County, Texas.

[execution page follows]

EXECUTED to be effective the 1st day of October, 2005.

LESSOR:

THE CITY OF WYLIE, TEXAS,
a municipal corporation organized under the
laws of the State of Texas

By: 

Printed Name: John Mondy, Mayor

Date Executed: September 27, 2005

LESSEE:

COLLIN COUNTY, TEXAS

By: 

Printed Name: Ron Harns

Date Executed: October 14, 2005

EXHIBIT A

Leased premises consist of 1,776 square feet of office space within the Wylie Municipal Complex, 2000 Highway 78 North, Wylie, Texas; Francisco De La Pina Survey, Abstract A0688; Block 2, Tract 195.