

RESOLUTION 25-R-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A LEASE AGREEMENT WITH GUADALUPE COUNTY FOR USE OF COUNTY FACILITY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Guadalupe County (“County”) and the City of Schertz (“City”) wish to enter into a Lease Agreement relating to the use of the County facility located at 1052 Farm-To-Market Rd 78, Schertz, TX 78154 and set out the terms, rights, duties, and responsibilities with respect thereto; and

WHEREAS, the City will renovate and use the space to house Police Department personnel until the new Public Safety Building is completed.

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

Section 1. The City Council hereby grants authority to the City Manager to execute the Lease Agreement with Guadalupe County in substantially the form attached hereto as Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

EXHIBIT A

Lease Agreement with Guadalupe County for Use of County Facility

Lease Agreement between Guadalupe County and the City of Schertz

The purpose of this Lease Agreement is to set forth the terms between Guadalupe County (hereinafter referred to as "County") and the City of Schertz (hereinafter referred to as "City"), regarding the partial use of the County Facility located at 1052 FM 78, Schertz, Texas (hereinafter referred to as "Facility"). The Facility is more particularly described as the southeast portion of the building, comprising approximately 15,000 square feet of office space (hereinafter referred to as "Premises"), located in Schertz, Texas.

1. The County will lease the Premises to the City for the sum of one dollar (\$1.00) per year. This Lease Agreement will begin upon the last signature of the parties to the Lease Agreement and continue until the earlier of December 31, 2033, or until the City has completed the new Schertz Public Safety Building. The County may terminate the Lease Agreement by giving the City not less than nine (9) months' written notice that the Lease Agreement will terminate and the date of termination.
2. The County will permit the City to have exclusive use of the Premises. The City will be authorized to access the Facility and Premises for the purpose of conducting City business.
3. The Guadalupe County Constable's Office for Precinct 3 shall be allowed to utilize the sheltered vehicle area and will be allocated not less than a ten-foot by ten-foot area for property storage, which will be independently maintained.
4. The County currently has electricity and water available on the premises, which will remain in place for the City's use. The City is not required to create an independent account with the utility provider(s) for the Premises. The City shall be responsible for reimbursing the County for the City's utility usage above the County's current utility usage for the Premises. The County's current utility usage shall be calculated by adding together all usage for the Premises for the preceding year and dividing that cost amount by twelve to obtain the average monthly utility use by the County (Average Utility Usage). The City shall be responsible for all utility costs above the Average Utility Usage. The County will notify the City of the amount due to the County utilities, and the City shall reimburse the County within 30 days of receipt of the notice.
5. The Premises consist of a shell office space area with HVAC, water, and two (2) sets of male and female restrooms. The City is authorized to build out and improve the Premises as necessary for conducting City business during the term of the lease. The City shall be responsible for all costs associated with any build-out or improvements to the Premises. The City agrees that all work conducted to improve and build out the Premises shall remain in place when the City departs the Premises and the Lease Agreement is terminated.
6. General and customary maintenance and repairs to the HVAC, water, and electricity systems will be conducted by the County. Repairs of the HVAC, water, and electricity systems due to the work or improvements conducted by the City shall be the responsibility of the City. The City shall bear the costs associated with any extensions, alterations, or modifications of the HVAC, water, or electricity systems needed for the alterations and improvements by the City.
7. The City agrees to hold harmless the County, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with use of the Facility/Premises by the City under the terms of this Agreement provided that any such claim or loss is attributed to the actions of the City. The foregoing shall have no application

to any claim, loss, damage, cause of action, suit, or liability where the injury, death, or damage results from the action attributable to the County.

8. At the end of the Lease Agreement, the City shall return the Premises to the County in the same or better condition as when the City took possession of the Premises.
9. The City is not required to pay a security deposit.
10. To be effective, this Lease Agreement must be duly authorized by the governing bodies of both the County and the City.
11. If any portion of this Agreement shall be deemed illegal or held unenforceable by a court of competent jurisdiction, the remaining portions herein shall continue in full force and effect.
12. This Agreement shall be governed by the Constitution and Laws of the State of Texas. Venue for any dispute arising out of this Agreement shall be in a State District Court in Guadalupe County, Texas.
13. This Agreement may not be altered or amended without the written consent of both parties in the same manner in which this Agreement took effect.
14. All notices contemplated and required herein shall be in writing and delivered in person or sent via certified mail, unless specifically provided otherwise:

Guadalupe County
Attn: County Judge
101 E. Court Street
Seguin, Texas 78155

City of Schertz
Attn: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Passed and Approved on the ____ day of _____ 2025.

COUNTY:

Kyle Kutscher, County Judge
Guadalupe County, Texas

Attest:

Teresa Kiel, County Clerk
Guadalupe County, Texas

CITY:

Steve Williams, City Manager
City of Schertz, Texas