

ORDINANCE NO. 2020 - 28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUERO, TEXAS, AMENDING A LEASE AGREEMENT WITH THE CUERO CHAMBER OF COMMERCE AND AGRICULTURE, A NON-PROFIT CORPORATION, AND AUTHORIZING THE EXECUTION OF SAID AMENDMENT TO LEASE AGREEMENT BY THE MAYOR OF THE CITY OF CUERO, TEXAS AND DECLARING AN EMERGENCY.

WHEREAS, the Cuero Chamber of Commerce and Agriculture, a Texas Non-Profit Corporation, ("Chamber") entered into a Lease Agreement with the City of Cuero ("City") on September 18, 2018, effective on October 1, 2018, for space in the Wheeler Building located at 210 East Main Street in Cuero, Texas 77954;

WHEREAS, the monthly rental amount payable by the Chamber to the City is \$300.00;

WHEREAS, the term of the lease was for one year, with two one-year options to be exercised by the Chamber, with the said lease being presently in the first one-year option period;

WHEREAS, due to the Covid-19 Pandemic, the Chamber is not able to have its typical fundraising events and as such, has requested the City to temporarily waive the monthly rent payable by the Chamber to the City under the terms of the lease agreement;

WHEREAS, the City Council of the City has reviewed the Chamber's request to temporarily waive the monthly rent and has approved an amendment to the Lease Agreement for a term of six(6) months, to provide that rent shall be waived beginning with the October 1, 2020 and ending on March 31, 2021. The Chamber's monthly rent shall start up and again be due and payable on April 1, 2021 and like day of each month thereafter; and

WHEREAS, the City Council finds that the temporary waiver of the Chamber's monthly rent is for a valid municipal purpose in allowing the Chamber to continue supporting the economic development of the City of Cuero, especially in this time of the COVID-19 pandemic; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUERO, TEXAS:

Section One. The City Council does herenow approve the amendment to lease agreement in the form attached hereto as **Exhibit "A"** that provides for a waiver of the monthly rent from October 1, 2020 until March 31, 2021.

Section Two. The City Council does now authorize the Mayor to execute the amendment to lease agreement in the form attached hereto and incorporated herein by reference at length as **Exhibit "A"**.

Section Three. In order for this amendment to lease agreement to take place in a timely manner in this time of the COVID-19 Pandemic, it is necessary that this Ordinance be adopted immediately. Such facts constitute an emergency for the preservation of the public health, safety, and business demanding that the Rule which requires ordinances to be read at more than one meeting of the City Council be and the same is hereby suspended and this Ordinances shall take effect immediately upon and after its passage on first reading.

UPON MOTION OF COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, THAT THE ORDINANCE BE PASSED ON SECOND READING THE _____ DAY OF _____ 2020. AYES: _____ NAYES: _____ MOTION CARRIED.

PASSED AND APPROVED THIS _____ OF _____, 2020, after emergency reading.

**SARA POST MEYER
MAYOR**

ATTEST:

**Jennifer Zufelt
CITY SECRETARY**

APPROVED AS TO LEGALITY:

**JAMES K. CRAIN, III
CITY ATTORNEY**

“EXHIBIT “A”

FIRST AMENDMENT TO LEASE AGREEMENT - CITY OF CUERO AND CUERO CHAMBER OF COMMERCE AND AGRICULTURE

THE STATE OF TEXAS :
: **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DEWITT :

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this ____ day of _____ 2020, by and between the **City of Cuero (“City or Lessor”)**, a Municipal Corporation, and **the Cuero Chamber of Commerce and Agriculture, (“Chamber” or “Lessee”)**, a Texas Non-Profit Corporation, each acting herein by and through its duly authorized officials.

RECITALS

WHEREAS, the **City** entered into a lease agreement (“lease agreement”) with the **Chamber** for the lease of office space in the Wheeler Building located at 210 East Main Street in Cuero, Texas 77954, by agreement dated September 18, 2018, effective on October 1, 2018;

WHEREAS, the monthly rental amount payable by the Chamber to the City is \$300.00;

WHEREAS, the term of the lease was for one year, with two one-year options to be exercised by the Chamber, with the said lease being presently in the first one-year option period;

WHEREAS, due to the Covid-19 Pandemic, the Chamber is not able to have its typical fundraising events and as such, has requested the City to temporarily waive the monthly rent under the terms of the lease agreement;

WHEREAS, the City Council of the City has reviewed the Chamber’s request to temporarily waive the monthly rent and has approved an amendment to the Lease for a term of six(6) months, and as such the rent shall be waived beginning with the October 1, 2020 monthly rent payment and ending on March 31, 2021. Said monthly rent of \$300 payable by the Chamber shall start back up and shall be paid by the Chamber to the City on April 1, 2021, with a like payment on the first of each month thereafter for the remainder of the term of the lease; and

WHEREAS, the City Council finds that the temporary waiver of the Chamber’s monthly rent is for a valid municipal purpose in allowing the Chamber to continue supporting the economic development of the City of Cuero; especially in this time of the COVID-19 pandemic; and

WHEREAS, all other terms in the said lease agreement shall remain unchanged;

NOW THEREFORE, for and in consideration of the premises and the further consideration of the faithful performance by all parties hereto of the covenants, terms and conditions herein set forth, the City of Cuero, Texas, acting by and through its Mayor and the Cuero Chamber of Commerce and Agriculture do hereby agree to amend paragraph 2 on page 2 of the lease agreement as follows:

(2) **Rent:** Except as provided below, rent for the use of said Leased Premises shall be three hundred dollars (\$300) per month, payable monthly, in advance, at City Hall, located 212 E. Main Street Cuero, Texas 77954, on or before the 1st day of each month of the initial one(1) year lease term. The first rental payment is due on or before October 1, 2018. This rental amount shall be re-negotiated at the beginning of each option period as provided in paragraph 1 above. In addition to the rental fee paid by the Chamber, services will be provided by the Chamber's receptionist in greeting guests for both the Chamber and the Main Street Organization. The receptionist is not an employee of the Main Street Organization or the City and shall not be assigned work detail other than receiving guests.

As an exception to the above paragraph, it is herenow provided that during that term of this lease agreement from October 1, 2020 through March 31, 2021, no monthly rent shall be owed by the Chamber to the City. The City waives the month rental payment from October 1, 2020 through March 31, 2021. This waiver is temporary, and as such said monthly rental payment of \$300 payable by the Chamber to the City will resume and shall be paid beginning on April 1, 2021, in advance, and on the same day each month thereafter for the remaining term of the lease.

All other terms and conditions of the said lease agreement shall remain unchanged.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND AFFECT OF AN ORIGINAL, ON THIS THE _____ DAY OF _____ 2020, to have an effective date of _____, 2020.

Lessor:

CITY OF CUERO

Attest:

By: _____
Sara Post Meyer, Mayor

Jennifer Zufelt, City Secretary

Lessee:

CUERO CHAMBER AND COMMERCE

By: _____
_____, President

Attest:

Secretary

