

Derrick Mostella
Mayor



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Chrystal St. John
City Clerk

County Seat of St. Clair County

ORDINANCE NO. 2017-003

AN ORDINANCE AUTHORIZING THE LEASE OF UNNEEDED REAL PROPERTY

RECITALS:

WHEREAS, the City of Ashville, Alabama (the "City"), owns certain real property and improvements thereon known as the "City Council Chambers" (the "Premises") is not routinely needed for a public or municipal purpose; and

WHEREAS, Section 11-47-21 of the Alabama Code of 1975 authorizes the City to lease unneeded real property.

NOW, THEREFORE, be it ordained by the City Council of the city of Ashville, Alabama while in Regular Session on the 1st day of May, 2017 as follows:

Section 1. It is hereby established and declared that the following described real property of the city of Ashville, Alabama, is not routinely needed for public or municipal purposes, said property being described as follows:

City Council Chambers

Section 2. It is hereby declared to be in the best interest of the public and the city of Ashville, Alabama, to lease said real property described in Section 1 to individuals or entities during periods in which the property is not needed for any public or municipal purpose under such general terms and conditions as attached hereto as Exhibit A and as may be reasonably amended as determined by the Mayor.

Section 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the mayor of the city of Ashville, Alabama, is hereby granted authority to execute said lease agreements in the name of the city of Ashville, Alabama.

Section 4. That it shall be issued as an employment benefit of the City that the employees thereof shall be allowed one, single annual usage of the facility without charge.

Section 5. This ordinance shall become effective immediately upon its adoption and publication as required by law.

Council Members

Sue Price • Cliff Roberts • Shirley Smith • Nickie VanPelt • Charles Williams

ORDAINED and ADOPTED this 13th day of May, 2017.

CITY OF ASHVILLE, ALABAMA



BY: Derrick Mostella
Derrick Mostella, Mayor

ATTEST:

Chrystal St. John
Chrystal St. John, City Clerk

LEASE

STATE OF ALABAMA
ST. CLAIR COUNTY

This Lease made this ____ day of _____, _____, by and between the City of Ashville, hereinafter called "Landlord," and _____, hereinafter called "Tenant."

WITNESSETH:

That the Tenant does hereby lease and rent from the Landlord the following described premises in St. Clair County, Alabama, to-wit:

That property known as the City Council Chambers owned by the Landlord

(the "Premises")

for use and occupation by the Tenant at the below described times for any use deemed appropriate and consistent with all applicable laws during the below determined times of use ("Times of Use").

Times of Use:

In consideration whereof, the Tenant agrees to pay to the Landlord, at the place of business of Landlord and prior to any of the aforementioned Times of Use the sum of: \$50.00 per hour for a minimum of 4 hours plus a \$100.00 deposit to be refunded if there is no damage to aforementioned property and the aforementioned property is cleaned after use.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

The Landlord covenants to keep the Tenant in possession of the Premises during the term at said Times of Use as set forth above.

Nothing herein contained shall be construed as a warranty that the Premises are in good condition or fit or suitable for the use and purpose for which they are hereby let. Tenant's acceptance and execution of this Lease is conclusive evidence of its receipt of the Premises in its present condition, except as herein specified in writing.

The Tenant shall be responsible for all maintenance, cleaning and upkeep of the Premises related to Tenant's usage thereof along with any and all other costs related to Tenant's usage of the Premises.

Landlord shall maintain property insurance for the benefit of the Premises; Tenant shall maintain any and all insurance related to contents or the like which it deems to be in its best interest and shall indemnify and hold Landlord harmless from any loss related to the same. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all claim or cause of action related to any accident, injury or event on the Premises which causes injury to any person using the Premises at the request, invitation or for Tenant's purposes or during Tenant's Times of Use.

Landlord shall ensure Tenant has unfettered and uninterrupted access to the Premises during the Times of Use set forth above.

IN WITNESS WHEREOF, we have set our hands and seals on the date first above written.

LANDLORD:

City of Ashville, Alabama

By: Derrick Mostella
Its: Mayor

TENANT:

By: _____