

RESOLUTION 2019-328

A RESOLUTION FOR THE CITY OF SMITHS STATION, ALABAMA AUTHORIZING MAYOR COPELAND TO ENTER INTO A CONTRACTUAL LEASE AGREEMENT WITH THE LEE COUNTY, ALABAMA COMMISSION TO LEASE OFFICE SPACE WITHIN THE SMITHS STATION GOVERNMENT CENTER.

WHEREAS, The Lee County, Alabama Commission desires to offer citizens convenience and options when conducting business with the Lee County Revenue Commissioner Office and the Lee County Probate Judges Office; and.

WHEREAS, Lee County Sheriff Department desires an additional location for Deputies to conduct the business of the Sheriff; and,

WHEREAS, The City of Smiths Station Government Center offers the necessary premises for these Lee County Government entities to fulfill these needs.

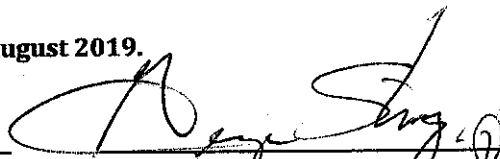
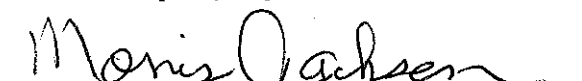


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SMITHS STATION, ALABAMA, AS FOLLOWS;

SECTION 1. The City Approves, Adopts and Endorses all provisions listed hereafter;

1. The City shall let, and lease described premises property in accordance with the Lease Agreement (Exhibit A) to the Lee County Commission.
2. The City shall let, and lease described premises property in accordance with the Lease Agreement (Exhibit A) to the Lee County Commission for a period of Three (3) Years.
3. The City shall let, and lease described premises property in accordance with the Lease Agreement (Exhibit A) to the Lee County Commission in exchange for a sum of exactly Three Thousand Seven Hundred Forty Three and 22/100 (\$3,743.22) United States of America Dollars per month.

Now Therefore be it Ordained by the City Council of Smiths Station, Alabama, that this Ordinance becomes Effective Immediately upon Adoption and Approval pursuant to §11-45-8, Code of Alabama 1975, as amended.

APPROVED and ADOPTED this the 13th day of August 2019.


F.L. "Bubba" Copeland, Mayor
Council Member George Stringer, Jr.
Council Member Morris Jackson
Council Member James Moody
Council Member Richard A. Cooley
Council Member Richard Key

Attested: 
Scott Johnston, City Clerk

SEAL:



RESOLUTION 2019-328

EXHIBIT A

LEE COUNTY COMMISSION LEASE AGREEMENT

LEASE

STATE OF ALABAMA

LEE COUNTY

This lease executed in triplicate at Lee County Courthouse, on this the 30th day of July, 2019 by and between the City of Smiths Station, Alabama (P.O. Box 250, Smiths Station, Alabama 36877) hereinafter called "Landlord", and Lee County Commission hereinafter called "Tenant".

WITNESSETH

That the Landlord does hereby demise, let and lease unto Tenant the following described premises:

Certain space within the building known as Smiths Station Government Center located at 2336 Lee Road 430, Smiths Station, Alabama 36877 more particularly set forth on a drawing attached hereto as Exhibit A.

SECTION 1 TERM.

- A. Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Landlord, for a term beginning December 1, 2019 and ending November 30, 2022.
- B. Tenant may renew the Lease for a term of an additional Three (3) year period. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than Sixty (60) days prior to the expiration of this term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease. Landlord covenants to keep Tenant in quiet possession of the premises during said term, provided Tenant shall comply with all the stipulations of this Lease. However, either party may terminate this Lease with Ninety (90) days prior written notice.

SECTION 2 RENT.

- A. For the Rental Term of Three (3) years, Tenant agrees to pay Landlord, the sum of Three Thousand Seven Hundred Forty Three and 22/100 (\$3,743.22) Dollars per month lawful money of the United States of America, in advance beginning December 1, 2019 and every 1st day of the month thereafter. That rent shall be deemed late on the Fifteenth (15th) day of the month due.
- B. For the renewal term, if Tenant elects to renew the Lease, Tenant shall pay the sum of an amount to be negotiated by the parties within Ninety (90) days of the end of the term per month under the same terms and conditions as set forth during this Rental Term.

SECTION 3 SECURITY DEPOSIT.

Landlord hereby acknowledges the receipt of Zero (\$0.00) Dollars as security for rent, damage to the premises, and clean-up. Landlord agrees to refund said deposit within One (1) month, after the term of the lease, provided

rent has been fully paid and Tenant leaves premises clean and in good order, ordinary wear and tear excepted. Any cost of clean-up and repair or damage is to be deducted from the security deposit.

SECTION 4 USE OF PREMISES.

- A. The premises during the Term of this lease shall be used and occupied solely for the purpose of operating a branch office of the Lee County Probate Judges Office, Lee County Revenue Commissioners Office, Lee County Sheriff's Office and for any other governmental services provided by the County and Tenant shall not use or permit the same to be used for any other purpose without prior consent of Landlord.
- B. Tenant at all times shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, but not limited to such as shall relate to the cleanliness and safety.
- C. Tenant will not commit any waste of property, or permit the same to be done, and will take care of said Building and said premises at all times and will not by any act or omission render the Landlord liable for any violation thereof.

SECTION 5 EXAMINATION OF PREMISES.

Tenant shall examine the said premises before taking possession and Tenants entry into possession shall constitute conclusive evidence that as of the date thereof the said premises were in good order and satisfactory condition.

SECTION 6 MAINTENANCE AND REPAIRS.

Landlord shall maintain and repair in a professional manner all the structural elements of the premises including the roof, roof covering, walls, concrete slab, foundation, electrical and plumbing excluding fixtures.

SECTION 7 BUILDING MODIFICATIONS.

Tenant shall not have the right to remodel, renovate or redecorate the interior of the premises without prior written approval is obtained from Landlord.

SECTION 8 CARE OF PREMISES.

- A. Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises, which shall cause or be likely to cause injury or damage to any person or to said Premises or Building or to the sidewalk and pavements adjoining the Premises.
- B. Tenant shall not permit, allow or cause any noxious, disturbing or otherwise offensive odors, fumes or gases, smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate in or be emitted from said Premises.
- C. Tenant at all times shall keep said Premises in a neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the Premises clean and free from rubbish, dirt, snow and ice.
- D. Tenant shall not use or permit the use of any portion of said Premises as sleeping or living quarters or as lodging rooms, or keep or harbor therein any live animals, fish or birds or sue the same for any illegal purpose.

- E. Tenant shall not allow or cause the sinks, toilets or urinals in the Premises or Building to be used for any purpose except that for which they were designed and installed, and the expense of repairing any breakage or damage or removal of any stoppage resulting from a contrary use thereof shall be paid by Tenant.
- F. Tenant shall store all trash, rubbish, and garbage within said Premises, and shall provide for the prompt and regular removal thereof for disposal.
- G. Tenant shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Premises.
- H. Tenant agrees to permit no waste of the property, but on the contrary, to take good care of same; and upon termination of this Lease, to surrender possession of same without notice, in as good condition as at the commencement of the term or as they may be put in during the term, as reasonable use and wear thereof will permit.

SECTION 9 DELIVERY OF PREMISES.

Landlord shall deliver the Premises with all major systems (HVAC, plumbing, electrical, roof and structural) in good working order.

SECTION 10 DAMAGE OR LOSS OF PROPERTY.

- A. Landlord shall not be liable for any loss of any property of Tenant from said Premises or for any damage to any property of Tenant, however, occurring except only such damages in the latter instance as may result directly from the intentional act of the Landlord.
- B. Landlord, without liability to Tenant shall have the right and may at any time close the said Premises whenever the same may become necessary in compliance with any law, ordinance, order, regulation or direction of any lawful authority or the agents, officers or representatives thereof or in the event of any public disturbance authority or its agents, officers or representatives thereof or in the event of any public disturbance of the like circumstance which, in the judgement of Landlord, may appear proper or advisable.

SECTION 11 ENTRY BY LANDLORD.

Landlord, its agents and representatives, at all reasonable times may enter said Premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations or additions to said Premises or said Building, (3) exhibiting the Premises to prospective tenants, purchasers or other persons, and (4) during the last Sixty (60) day period of the term, provided Tenant shall have vacated the Premises, to decorate, remodel, alter and otherwise prepare the premises for re-occupancy and any such entry on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any rights of Tenant, and shall not alter the obligation of Tenant hereunder or create any right in Tenant adverse to the interests of Landlord.

SECTION 12 PAYMENT OF UTILITIES AND SERVICES.

- A. Tenant shall procure for its own account and shall pay the cost of all telephone, television, satellite and internet services. Landlord agrees to furnish and maintain electrical power, sewage and water services.
- B. Landlord shall furnish cleaning services.
- C. Tenant shall dispose of all hazardous wastes, garbage and trash, including but not limited to bio-hazards, chemicals and any other hazardous material used or generated by Tenant.

- D. Tenant shall indemnify and hold harmless the Landlord for any damages arising from or related to the use of and disposal of hazardous materials and wastes produced, generated or used by the Tenant.

SECTION 13 PROPERTY TAXES.

- A. Landlord shall pay all real property taxes assessed against the Premises.
- B. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of any special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.
- C. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

SECTION 14 INSURANCE.

- A. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate.
- B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property located within the Leased Premises.

SECTION 15 FIRE OR CASUALTY.

If the Premises shall be made un-tenantable by fire or other casualty, Landlord, if it so elects, may (a) terminate the term of this Lease, effective as of the date of such fire or casualty, by written notice given to tenant within Thirty (30) days after such date, or (b) repair, restore, or rehabilitate said premises at Landlord's expense within Twelve (12) months after the date of such fire or casualty, in which event the Term hereof shall not terminate but any fixed Rent herein shall be abated on a per diem basis while the Premises shall remain untenable.

SECTION 16 CONDEMNATION.

- A. In the event that the whole or any part of said Premises shall be taken by any public authority under the power of eminent domain or like power, then the Term Hereof shall terminate as to the part of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power.
- B. All damages awarded for the taking of said Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of Landlord, including, but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee or the fee of any part of the Premises, and Tenant shall be entitled only to that portion of any award expressly stated to have been made to Tenant for the loss of value and cost of removal of stock, furniture and fixtures owned by Tenant.

SECTION 17 ASSIGNMENT OR SUBLETTING.

- A. Tenant shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein, or sublet said Premises or any part or parts thereof or permit the use of the same or any part thereof by anyone other than Tenant.
- B. Each and every transfer or assignment of this Lease, or any interest therein, shall be null and void, unless the written consent of the Landlord first be obtained thereto.

- C. Consent by landlord to any assignments or transfer of interest under this Lease or subletting of said Premises shall not constitute a release, waiver, or consent to any other assignment, or any part thereof.

SECTION 18 TENANT'S SIGNAGE.

- A. Landlord to allow Tenant, at Tenant's expense, the right to install standard building signs.
- B. It is understood that Tenant's sign plans are subject to approval of the City of Smiths Station.
- C. All signage installed by Tenant shall first be approved by Landlord in writing.

SECTION 19 DEFAULT.

- A. The happening of any one or more of the following listed events (hereafter referred to singly as "Event of Default" and plurally as "Events of Default") shall constitute a breach of this Lease Agreement, or any part thereof:
 - 1. The filing by or on behalf of Tenant of any petition or pleading to declare Tenant bankrupt, or the adjudication in bankruptcy of Tenant under any bankruptcy law or act.
 - 2. The failure of Tenant to regularly, diligently and actively operate the business for which the Premises were leased.
 - 3. The failure of Tenant to pay rent payable under this Lease Agreement and the continued failure to pay same for Five (5) days or more after the maturity of same.
 - 4. The failure of Tenant to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision thereof.
 - 5. The appointment by any Court or under any law of a Receiver, Trustee, or other Custodian of the property, assets or business of Tenant.
 - 6. The assignment by Tenant of all or any part of its property or assets for the benefits of creditors.
 - 7. The levy of execution attachment or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgement, debt or claim.
- B. Upon the happening of any event of Default, Landlord, if it shall elect, may (1) collect each installment of rental hereunder as and when the same matures, (2) terminate the Term of this Lease Agreement without further liability to Tenant hereunder, or (3) terminate Tenant's right to possession and occupancy of the Premises without terminating the Term of this Lease Agreement, and in the event Landlord shall exercise such right of election the same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such Event of Default. Upon termination of the Term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the Premises without terminating the Term thereof to Landlord.
- C. Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this Lease, or to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to the Landlord upon default by Tenant of any term, condition, stipulation or obligation of the Lease; and Tenant expressly waives all exemptions secured to Tenant under the laws of the State of Alabama or any State in the United States as against the collection of any debt herein or hereby incurred or secured.

SECTION 20 IDENTITY OF INTEREST.

The execution of this Lease or the performances of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal or agent of partnership or of joint venture and the relationship between them shall be that only of Landlord and Tenant.

SECTION 21 WAIVER.

The failure of the Landlord to insist upon strict performance of any covenants or conditions of this Lease or to execute any option herein conferred in any one or more instances shall not be construed as a waiver of relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

SECTION 22 FURTHER TERMS AND CONDITIONS MADE OF THIS LEASE.

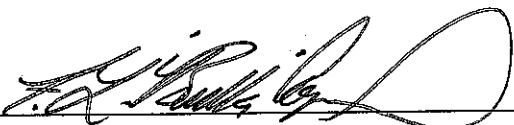
None.

SECTION 23 NO ORAL AGREEMENT BINDING.

This Lease contains the entire agreement between the parties hereto, and neither party is bound by any representation or agreements of any kind except as herein contained.

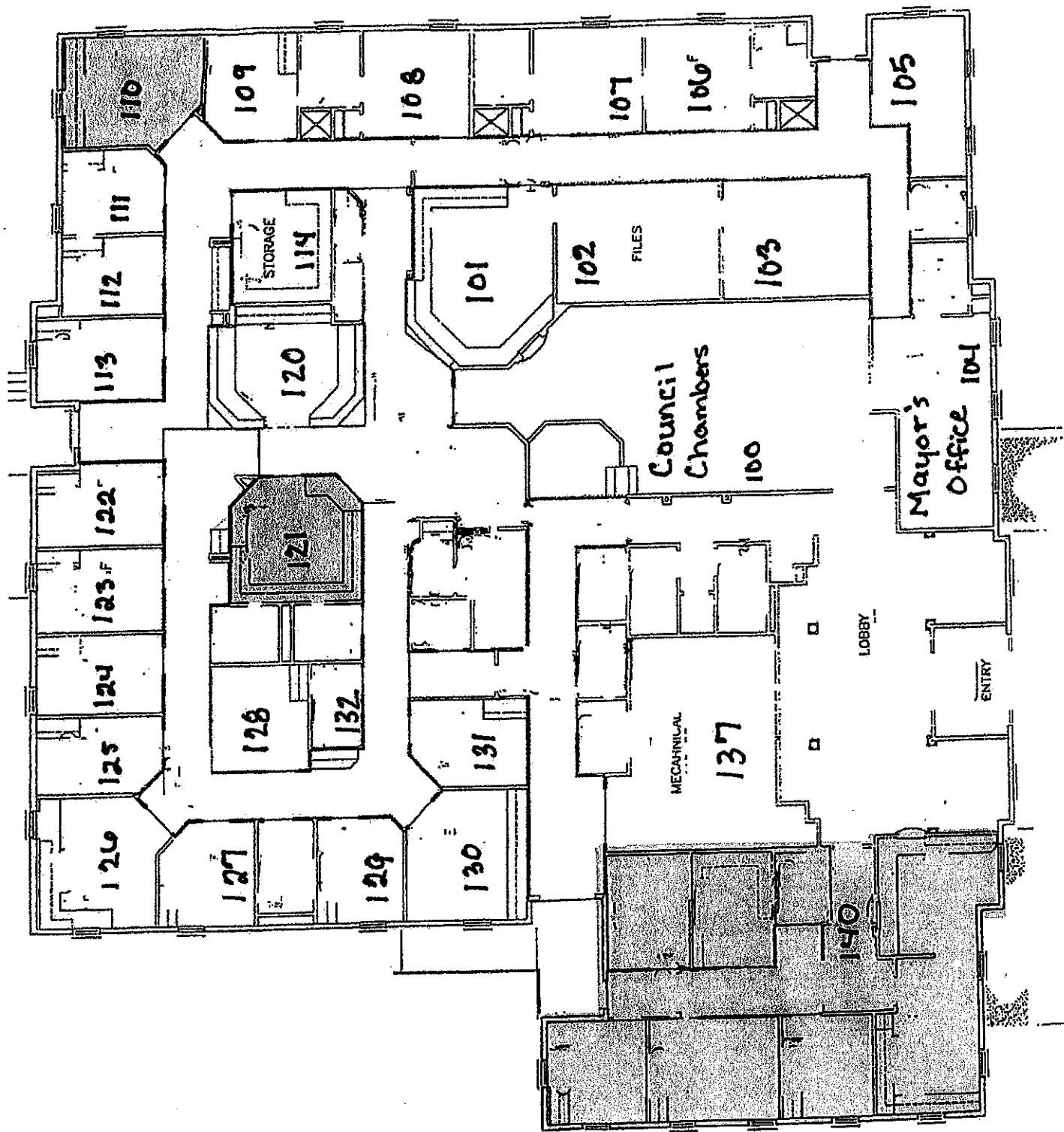
Witness this our hand and seal this the 30th day of July, 2019.

**CITY OF SMITHS STATION, ALABAMA
LANDLORD**

By: 
Its: Mayor

**LEE COUNTY COMMISSION, ALABAMA
TENANT**

By: 
Its: Chairman



CITY OF SMITHS STATION
P. O. BOX 250
Smiths Station, Alabama 36877

Resolution 2019-328

CERTIFICATION

I, Scott E. Johnston, City Clerk of the City of Smiths Station, Alabama hereby certify the attached to be a true and correct copy of the resolution adopted by the City Council of Smiths Station, Alabama at the regular meeting held **August 13, 2019** as same appears in minutes of record of said meeting and published by posting copies thereof on **August 14, 2019** at the public places listed below, which copies remained posted for five business days, through **August 21, 2019**. The resolution will remain posted for a minimum of thirty days.

City Hall 2336 Lee Road 430
Rainbow Foods 2461 Lee Road 430
Terry's Grocery, 9309 Lee Road 246
U.S. Post Office, 2720 Lee Road 430

Smiths Station, AL 36877
Smiths Station, AL 36877
Smiths Station, AL 36877
Smiths Station, AL 36877



Scott Johnston, City Clerk

Seal:

