

Derrick Mostella
Mayor



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County Seat of St. Clair County

ORDINANCE NO. 2021-005

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 located on 6th Avenue and 5th Street (the "Premises") that 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 7th day of June, 2021 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:

The gravel portion of the City owned lot located fronting 6th Avenue between 5th Street and 6th Street. Parcel ID 11030800002010000 PPIN 5624.

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

Council Members

Robin L. Bowlin - Edward Roscoe Lane - Sue Price - Shirley Smith - R. Denise Williams

Exhibit "A"

The property may be leased subject to the following provisions:

- (a) Any individual or entity wishing to lease the Premises may only do so for the purpose of the retail sale of food and beverages as contemplated in the City's Mobile Food Vehicles Ordinance, as amended from time to time.
- (b) Any individual or entity desiring to lease the Premises must agree to comply with all the provisions of the City's Mobile Food Vehicles Ordinance, as amended from time to time, as a material condition of the lease.
- (c) Prior to the same being located on any publicly owned property, all mobile food vendors shall furnish and maintain public liability, food products liability and property damage insurance for all claims for damage to property or bodily injury, including death which may arise from the operations under the license or in connection therewith. Such insurance shall provide coverage of not less than One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per accident or occurrence. Proof of insurance must be shown on each mobile food vehicle and pushcart in operation on public property.
- (d) No more than two Mobile Food Vehicles shall be permitted upon the Premises at any one time.
- (e) Should more than two Mobile Food Vendors seek to lease the Premises for the same time period, the two individuals or entities who first sought the lease shall be permitted to use the Premises.

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 portion of the real property owned by the City located on 6th Avenue between 5th Street and 6th Street upon which gravel has been placed. (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: Between the Hours of 5:30AM and 9:30 PM, subject to the applicable City Ordinance.

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: \$25 per day.



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. This possession is expressly subject to the public's right to enter upon and use the premises and the rights of additional lessees to the premises.

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 comply with all requirements of the City's Mobile Food Vehicles Ordinance. Any non-compliance with this ordinance is grounds for immediate revocation and removal of the Lessee from 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 access to the Premises during the Times of Use set forth above, subject to the rights of additional lessees and the general public.

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: _____

ORDAINED and ADOPTED this 7th day of June, 2021.

CITY OF ASHVILLE, ALABAMA

BY: 
Derrick Mostella, Mayor

ATTEST:


Chrystal St. John, City Clerk