

ORDINANCE NO. 18-2381

**ORDINANCE AUTHORIZING THE LEASE OF UNNEEDED MUNICIPAL REAL
PROPERTY OF THE CITY OF HOOVER, ALABAMA**

WHEREAS, the mission of the Hoover Historical Society is (a) to promote increased knowledge of the history of Hoover; (b) to stimulate the preservation and protection of objects of historical interest and to make available for research; (c) to promote the orderly collection of records, relics and other items of historical interest; and (d) to cooperate with national, state, regional and local historical organizations;

WHEREAS, the Hoover Historical Society maintains extensive historical records documenting the rich history of the City in order to assist the City in preserving this history;

WHEREAS, the City is desirous of obtaining the Hoover Historical Society's services to aid the City in the maintenance and preservation of the City's historical records (the "Services") and finds that a public purpose is served through the obtaining of the Hoover Historical Society's Services for such purpose;

WHEREAS, the Hoover Historical Society has lost its current business location and is in need of office space to house its records and to conduct the Services for City historical events; and

WHEREAS, the City desires to allow the Hoover Historical Society to occupy unneeded real property within the Public Safety Center in return for the performance of such Services for the City.

THEREFORE, BE IT ORDAINED by the City Council of the City of Hoover, Alabama, as follows:

SECTION 1. It is hereby established and declared that the following real property of the City of Hoover, Alabama is not currently needed for public or municipal purposes and will not be needed for municipal purposes for at least the next three (3) calendar years:

Office space, designated as Suite 108, at the City of Hoover Public Safety Center, located at 2020 Valleydale Road, Hoover, Alabama 35244. The leased space consists of approximately 1,275 square feet including office and storage space.

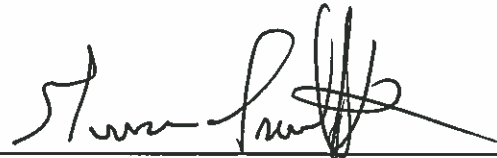
SECTION 2. The City Council hereby declares it to be in the best interest of the public and the City of Hoover, Alabama to lease such real property to the Hoover Historical Society for a term of one (1) year from the effective date of the lease with such lease automatically renewing for successive one (1) year terms until terminated by either party on thirty (30) days' notice to the other. It is further declared (i) that this use is a public purpose, (ii) that the leasing of this municipal property confers a direct public benefit in furtherance of the public's health, safety and welfare, and (iii) to be in the best interest of the public and the City of Hoover to lease the real property set forth in Section 1 above to the Hoover Historical Society at a rate of Ten Thousand

Dollars and NO/100 (\$10,000.00) per year with such rental amount to be satisfied by the performance of the Services by the Hoover Historical Society for the City as defined herein and in the lease.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the *Code of Alabama* (1975), the Mayor of the City of Hoover is hereby authorized and directed to execute a lease agreement with the Hoover Historical Society in the name of the City of Hoover, Alabama to lease the municipal property described in Section 1 herein. Such lease shall be in substantially the form attached hereto as Exhibit A.

SECTION 4. This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED this 18th day of June, 2018.



Gene Smith, President of Council

APPROVED:



Frank V. Brocato, Mayor

ATTEST:



Margie Handley, City Clerk

Exhibit A

STATE OF ALABAMA)

SHELBY COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ___ day of _____, 2018, by and between the **CITY OF HOOVER, ALABAMA**, an Alabama municipal corporation (hereinafter called "Lessor") and **HOOVER HISTORICAL SOCIETY, INC.**, an Alabama non-profit corporation (hereinafter called "Lessee").

W I T N E S S E T H:

Lessor does hereby demise, let and lease unto Lessee, and Lessee does hereby lease from Lessor, certain real property (office space usage) in the city of Hoover, Shelby County, Alabama located at 2020 Valleydale Rd, Hoover, Alabama 35244 at the Hoover Public Safety Center as further described in Exhibit A and as:

Office space, designated as Suite 108, at the City of Hoover Public Safety Center, located at 2020 Valleydale Road, Hoover, Alabama 35244. The leased space consists of approximately 1,275 square feet including office and storage space,

(the "Premises"), for and during the Initial Term (as hereinafter defined) and as may be extended as hereinafter provided. Lessor does hereby covenant to keep Lessee in quiet possession of the Premises during the Term, subject, nevertheless, to the terms of this Lease.

NOW, THEREFORE, for and in consideration of the terms of this Lease, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby further agree as follows:

1. **Rent.** During the Term, Lessee shall pay as rent (the "Rent") for the Leased Premises the annual sum of Ten Thousand Dollars and NO/100 (\$10,000.00), commencing upon the Commencement Date according to the terms provided in this Lease.

2. **Initial Term; Additional Terms; Public Purpose.** The term of this Lease shall commence on the ___ day of _____, 2018 ("Commencement Date") and shall continue through the ___ day of _____, 2018 (the "Initial Term"). After the conclusion of the Initial Term, this Lease will renew for additional successive terms of one (1) year upon the same terms and conditions as the Initial Term unless terminated by the parties hereto according to Section 3 (the Initial Term and any successive terms shall be collectively referred to herein as the "Term").

The Hoover City Council has made a legislative determination that a public purpose is served through the lease of the Premises to the Lessee and that it is in the best interest of the City of Hoover, Alabama to provide the Premises to the Lessee for the Lease Term. An agreement

has been reached between the Lessor and Lessee that the Rent will be satisfied by an exchange of services by the Tenant equal to the amount of the Rent. Such services shall include the maintenance and preservation of the City's historical records as further set forth in Section 4 (the "Services").

3. **Termination by Lessor or Lessee.** Either Lessor or Lessee may terminate this Lease at any time and for any reason by giving the other written notice at least thirty (30) days prior to the date upon which termination will occur. After such notice period, this Lease will be fully and finally terminated and the parties shall have no further obligations to one another with respect thereto.

4. **Use of Premises.** Lessor grants use of the Premises to Lessee for the performance of the Services and finds that a public purpose is served through the use of the Premises to achieve that end. These services include those actions necessary to achieve the Lessee's mission to promote increased knowledge of the history of Hoover; to stimulate preservation and protection of objects of historical interest and to make available for research; to promote the orderly records, relics and other items of historical interest; and to cooperate with national, state, regional and local historical organizations.

Lessee covenants and agrees to use and occupy the Premises to house its extensive historical records documenting and preserving the rich history of the City and to conduct services for City historical events and other related programming, according to the rules and regulations that may be effectuated by the Lessor from time to time. Any use of the Premises must be compatible with the use of adjacent premises by Lessor as office space for other City services and no use which generates excessive noise, dust, fumes or distracting activity will be permitted.

5. **Condition of the Premises.** The Premises is leased to Lessee subject to all laws, ordinances, orders and regulations of any lawful governmental authority having jurisdiction over the Premises. Nothing herein contained shall be construed as a warranty that said premises are in good condition or fit or suitable for occupancy or the use or purpose for which they are let. Lessor has made no representation or promises with respect to the Premises except as expressly set forth herein. Lessee has examined the Premises and accepts the same in the physical condition the same now exists (except as otherwise expressly provided herein). The property is being leased "AS IS" and it is acknowledged that the Lessee may need to invest funds and make improvements to the Premises to make it suitable for the Lessee's use.

Without limitation of the foregoing, Lessor specifically disclaims any express or implied covenants, warranties or representations (a) as to the past, present or future existence of any toxic substances or hazardous waste on or under the Premises or the improvements located thereon and/or (b) a fitness for a particular purpose or of habitability of the Premises. Lessee shall not allow any toxic substances or hazardous waste to be stored upon the Premises or utilized in the Lessee's operations on the Premises and Lessee's use of the Premises shall fully comply with all applicable building and zoning codes and other land use regulations, any applicable and environmental laws or regulations and any other applicable laws or regulations. Lessee shall save, defend, indemnify, protect, and hold Lessor harmless from any and all claims, suits, actions, losses, damages, cost and expenses (including, without limitation, attorney's fees and

court cost) threatened or incurred, and any judgments finally awarded, as a result of or arising from the breach by lessee of any of Lessee's representations, warranties or covenants contained in this paragraph or otherwise from Lessee's use or enjoyment of the premises. The foregoing covenants, warranties, and representations of the Lessee and the foregoing indemnification provision shall survive the termination of this Lease.

6. **Utilities, Maintenance and Repairs.** Lessor shall, throughout the Initial Term or additional terms of this Lease, be responsible for the reasonable costs of the utilities, as well as maintenance and repairs determined necessary by the Lessor, with respect to the Premises. All other costs related to the Premises shall be at Lessee's cost and expense.

7. **Alterations and Improvements.** Lessee agrees that it will undertake no alterations to the Premises without first obtaining prior written approval from the Lessor. All improvements, modifications and alterations to the Premises shall adhere thereto and become the property of Lessor, with the exception of: machinery, equipment, furniture and trade fixtures, and such other items (other than leasehold improvements) which have been brought onto the Premises by and at the expense of Lessee (collectively, "Lessee Property"). Any such Lessee Property shall remain the property of Lessee, and Lessee may remove Lessee Property provided all terms and conditions of this Lease have been complied with by Lessee and provided the Lessee restores the Premises to its original condition, normal wear and tear excepted. Lessor shall have the right to inspect the Premises, and in the event the Lessee fails to return the Premises to its original condition, Lessee agrees to pay Lessor for the cost of any repairs necessary to return the Premises to its original condition.

In the event Lessee does not desire to remove any or all of the Lessee Property at the end of the Term or at any termination of this Lease, Lessee shall notify Lessor in writing not less than thirty (30) days prior thereto, specifying the items which Lessee has decided not to remove. If, within fifteen (15) days after the service of such notice, Lessor shall request Lessee to remove any of such property, Lessee shall, at its expense and before the expiration of the Term or any termination, remove such property.

8. **Care of Premises.** Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance on or about the Premises, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee does hereby agree to permit no waste of the Premises, but on the contrary to take good care of same, and upon termination of this Lease to surrender possession of same without notice.

9. **Entry and Use by Lessor.** Lessor and/or its agents and representatives may enter the Premises, upon prior reasonable notice to Lessee, at all reasonable times for the purpose of inspection thereof. Lessee may accompany Lessor, if it wishes to do so, during such inspection. Lessee further agrees that Lessor may use the Premises from time to time for event parking, discrete events or other occasions upon reasonable advance notice to Lessee, provided that such use does not conflict with any prior-scheduled event, meeting or gathering of the Lessee or any of its sub-lessees.

10. Insurance; Indemnification.

A. **Insurance.** Lessee shall, at all times during the Term of this Lease, maintain in full force and effect the following insurance with insurance companies authorized to do business in the state of Alabama, and which have a Best Policyholders Rating of "A-" or better and a financial size rating of Class VII or larger:

a. **Commercial General Liability.** Insurance containing provision adequate to protect Lessor from and against all claims for bodily injury, including death and personal injury, and occurring upon the Premises due to the acts, omissions, or negligence of the Lessee or its employees, independent contractors, architects, or engineers, such insurance having bodily injury and property damage combined limits of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, which coverage may be provided by supplementing the Commercial General Liability policy with an Umbrella or Excess Liability policy. The policy of insurance required by this Section shall include Contractual Liability Insurance.

b. **Umbrella/Excess.** \$3,000,000 over Commercial General Liability and Employer's Liability (Coverage "B") of Worker's Compensation.

c. **Workers' Compensation.** Insurance in accordance with the statutory coverage required in Alabama and Employer's Liability insurance with limits of at least one million dollars (\$1,000,000.00) per accident; one million dollars (\$1,000,000.00) each employee for disease and one million dollars (\$1,000,000.00) disease policy limit. No proprietor, partner, executive officer or member of the Lessee shall be excluded.

Each party hereto waives all subrogation rights against the other for any and all claims or actions covered by the respective party's insurance coverage.

Lessee agrees during the Term of the Lease to purchase and maintain policies of insurance for the above listed coverages. Each policy of insurance required by this section shall provide that it shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor. A certificate of insurance will be supplied throughout the Term of this Lease and will be furnished not less than thirty (30) days prior to the expiration date of policies to be furnished hereunder. Any certificate of insurance shall list Lessor and its officials, officers, agents, servants and employees, as additional insureds for the Premises and provide affirmation of waiver of subrogation for general liability and employer's liability (Coverage B of workers' compensation) in favor of Lessor.

Lessee shall procure renters insurance, if desired, to insure their contents in the Premises. Lessor shall not be responsible for Lessee's contents on the Premises in any event, whether due to fire, theft, weather, or otherwise.

Lessee shall notify the Lessor in writing of any known claims and/or litigation within two (2) business days of the earlier of (i) learning of such claims and/or litigation or (ii) receipt thereof. Lessee shall also provide therewith a copy of any and all information related thereto to the Lessor as well as any other information requested by the Lessee.

B. **Indemnification.** Lessee agrees to defend, indemnify and hold harmless the Lessor and its officials, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (i) negligent act or omission, or willful misconduct, on the part of Lessee or any of its employees or agents on the Premises and/or (ii) breach by Lessee of any of the terms of this Lease. The obligations of the Lessee contained in this Section 10(B) shall survive the termination or expiration of this Lease.

11. **Destruction.** Nothing contained herein shall render Lessor liable for any repairs to, rebuilding, or replacement of Lessee's property on or about the Premises.

12. **Notices.** All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and given by certified mail or hand delivery, addressed to the Lessee as follows: "Hoover Historical Society, Inc., c/o _____, 2020 Valleydale Rd, Suite 108 Hoover, AL 35244." All notices herein authorized or required to be given to the Lessor must be in writing and given by certified mail, addressed to "City of Hoover, c/o Mayor, 100 Municipal Lane, Hoover, AL 35216.

13. **Assignment or Subletting.** Lessee may not assign all of its rights under this Lease or sublet to another.

14. **Waiver.** The failure of Lessor or Lessee to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

15. **Binding Effect.** The agreements, covenants, conditions and terms contained in this Lease shall bind and inure to the benefit of Lessor and Lessee.

16. **Entire Agreement.** 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, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

17. **Construction.** The captions or headings in this Lease are provided for convenience only and shall not affect its construction or interpretation. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer

to this Lease as a whole and not to a particular paragraph or section. The recitals and exhibit attached hereto shall be considered a part of this Lease.

18. Severability. If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

19. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same instrument.

20. Force Majeure. The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such party's control which shall include without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire and other casualty, inability to obtain any material services or financing or through acts of God.

21. No Third Party Beneficiaries. There shall be no third party beneficiaries of this Lease.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease through their respective duly authorized representatives as of the date first above written. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessor and Lessee.

LESSOR:

CITY OF HOOVER, ALABAMA

By : Frank V. Brocato
Frank V. Brocato

Its: Mayor

LESSEE:

HOOVER HISTORICAL SOCIETY INC.

By : _____

Printed Name: _____

Its: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that whose name as _____ of HOOVER HISTORICAL SOCIETY INC. is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer, and with full authority, executed the same voluntarily for and as the act of the HOOVER HISTORICAL SOCIETY INC.

Given under my hand and official seal, this the ____ day of _____, 2018.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that FRANK V. BROCATO, whose name as MAYOR of the City of Hoover, Alabama, signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the City of Hoover, Alabama.

Given under my hand and official seal, this the 20th day of June, 2018.

Margie Handley
Notary Public

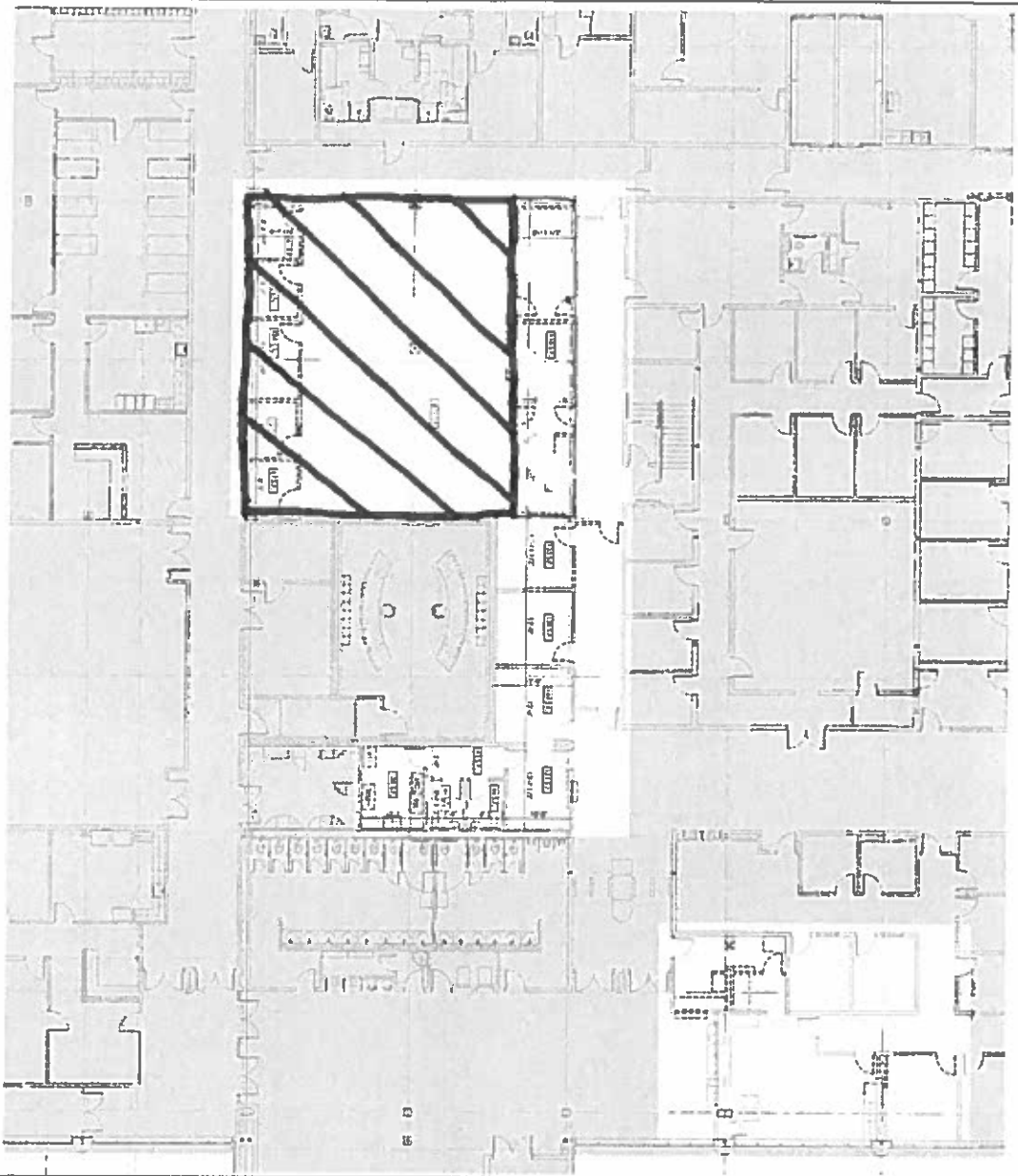
My Commission Expires: 3/30/2022



EXHIBIT A

Office space at the City of Hoover Public Safety Center, located at 2020 Valleydale Road, Hoover, Alabama 35244.

SUITE 108 APPX 1275 SF



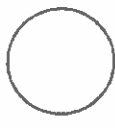
GENERAL NOTES

1. DEMOLITION SHALL BE ACCORDING TO THE CITY OF HOOVER DEMOLITION ORDINANCE AND THE STATE OF ALABAMA DEMOLITION ACT.
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CITY OF HOOVER
COURT REFERRAL OFFICES
 HOOVER, ALABAMA



30%

PORTION COMPLETION

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