

ORDINANCE NO. 2022-07

An Ordinance to Lease and Unneeded Municipal Real Property to Lake Martin Trailblazers, Inc

WHEREAS, the Alexander City, City Council approved Ordinance 882 on June 15, 1987, that declared a portion of property located in the Alexander City Sportplex as unneeded for public or municipal use and land lease with Camp Fire USA; and

WHEREAS, Camp Fire USA no longer legally exists and Lake Martin Trailblazers, Inc. has assumed the responsibilities of Camp Fire USA.

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

SECTION 1. It is hereby established and declared that the following described real property, in Exhibit A, of the City of Alexander City, Alabama, is no longer needed for public or municipal purposes, to-wit:

Description of Property: Exhibit A

SECTION 2. The City of Alexander City, Alabama, shall lease real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Alexander City, Alabama, to lease real property to Lake Martin Trailblazers, Inc. under the terms set in the Lease Agreement, Exhibit B.


SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor and City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Alexander City, Alabama, a lease agreement, a copy of which is on file in the office of the City Clerk, whereby the City of Alexander City, Alabama, does convey the premises described in Section 1, hereof to Lake Martin Trailblazers, Inc. for and in consideration of the sum of ten dollars (\$10).

SECTION 4. Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.


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

ADOPTED AND APPROVED this 7th day of February 2022.

ATTEST:


Amanda F. Thomas, City Clerk


Audrey "Buffy" Colvin, Council President


Curtis "Woody" Baird, Mayor

CERTIFICATION OF CITY CLERK

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2022-07** which was adopted by the City Council on this 7th day of February 2022.

WITNESS MY SIGNATURE, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 7th day of February 2022.

Amanda F. Thomas

City Clerk of the
City of Alexander City, Alabama



Yeas: Colvin, Hardy, E. Brown, C. Brown, Keel

Nays: None

Publication Date: 2/12/2022

STATE OF ALABAMA *

LEASE AGREEMENT

COUNTY OF TALLAPOOSA *

WHEREAS, the **City of Alexander City, Alabama ("City")**, a municipal corporation and **Lake Martin Trailblazers, Inc. ("Trailblazers")**, a non-profit corporation, f/k/a Camp Fire USA, Alexander City) desire to enter into a Lease Agreement; and

WHEREAS, Camp Fire USA, Alexander City no longer legally exists and Trailblazers has assumed many of the programs of the former Camp Fire USA, Alexander City and desires to continue to use the "Camp Fire Hut" as defined in the prior Lease Agreement between the City and Camp Fire USA, Alexander City as approved by City Ordinance No. 882 dated June 15, 1987 by which the City Council determined that this parcel was no longer of use to the City or its citizens; and

WHEREAS, the City and Trailblazers desire to enter into a new lease;

WHEREFORE, the City and Trailblazers agree as follows:

1. The former lease between the City and Camp Fire USA, Alexander City is hereby deemed terminated and is replaced by this Lease Agreement.

2. The City does hereby lease to Trailblazers, the building, which was constructed at no cost to the City, and land upon which it is situated on being located on Sportplex Road within the Sportplex Complex located in Alexander City, Tallapoosa County, Alabama for the occupation and use by Trailblazers and its members, associates, and invitees. (For further description see Exhibit A attached hereto.)

3. The term of the lease shall be for a period of ten (10) years from the date of execution

of this Lease Agreement. This lease may be renegotiated by the parties at the of expiration of this lease.

4. The rent on said premises shall be Ten & 00/100 Dollars (\$10.00) per year due and payable on each anniversary date of this Lease Agreement and further consideration are the covenants and stipulations as stated herein.

5. Trailblazers shall have quiet possession of the premises during the term of the lease provided Trailblazers complies with all covenants and stipulations in this Lease Agreement.

6. If Trailblazers dissolves or discontinues use of the leased premises (which includes the building), the leased premises shall revert back to the City and the lease shall be deemed terminated.

7. Trailblazers shall neither sublet nor assign this lease without the express written consent of the City.

8. Trailblazers shall maintain casualty insurance on the building and all other improvements and liability insurance and shall name the City as an insured against loss, damage, or injury occurring to or on the lease premises. Trailblazers shall file a copy of said policy or policies with the City Clerk annually.

9. Trailblazers shall indemnify and hold harmless the City from any and all suits, judgments, Court costs, or attorney's fees the result of any personal injury claim or property damage claim arising from Trailblazers' use of the premises during the term of this Lease.

10. The City shall not be held liable nor responsible for any damages that may occur as a result of any defect of said building and premises.

11. a. Trailblazers shall be responsible for all structural maintenance and repairs on

the building and other improvements on the leased premises, as well as everyday maintenance and cleaning of said premises.

b. Trailblazers shall be responsible for the maintenance of a ditch placed on the property for the purpose of directing water away from the property. Trailblazer shall also be responsible for maintaining the landscaping on the leased property by way of trimming, cutting, trash, etc.

12. Trailblazers shall be responsible for payment of all utilities.

13. All furniture, equipment or other property located in the building and premises is the property of Trailblazers and the City has no responsibility to insure the same.

14. Trailblazers shall comply with all laws, ordinances and regulations in the use of the leased premises.

15. a. If it is determined by the City Council that the leased property is required for further development of the Sportplex the City shall be have the right to terminate this lease but must give to Trailblazers at least one (1) year written notice of said termination and the reason for termination.

b. If the City does give notice of termination of the lease pursuant to 15a, the City agrees to pay to the Trailblazers the fair market value of the building constructed on the leased parcel but not the leased land. Fair market value shall be determined by the parties. If there is no agreement, the fair market value shall be the amount determined by a qualified independent appraiser's determination of the value of the building in the year of termination of the lease agreement.

16. This Lease Agreement is binding upon the parties hereto including their successors or

assigns.

17. This Lease Agreement contains the entire agreement between the parties and there are no other agreements either oral or written affecting the terms and conditions of this lease.

18. Upon default of any of the terms, covenants or stipulations, the City may declare that the Lease Agreement is in default and shall have the right to immediate possession thereof as well as any other remedies pursuant to Alabama law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 202__.

CITY OF ALEXANDER CITY, a municipal corporation

By: _____
Curtis W. Baird, Mayor

ATTEST:

By: _____
AMANDA THOMAS, City Clerk

LAKE MARTIN TRAILBLAZERS, INC.

By: _____
STACI PEMBERTON Its President

This Lease Agreement Prepared By:
Larkin Radney
BARNES & RADNEY, P.C.
P.O. Drawer 877
Alexander City, AL 35011-0877

DUPLICATE ORIGINAL

EXHIBIT A

Starting at the paved driveway ("Arena Rd.") where it intersects with Sportplex Blvd., then six feet from the paved drive into the property on the East side; and then along the top of the slope of the hill on the East side; six feet off the south side of the building; all of the grassed area on the West side ; and then six feet off the paved drive and the parking lot on the north side back to the intersection of the paved driveway and Sportplex Blvd.



Parks & Recreation
Administration