

DECLARING A PORTION OF THE UNION YARN MILL BUILDING AS SURPLUS AND APPROVE LEASING SAID PORTION TO WH INDUSTRIES DELAWARE, INC. (AKA GNUTTI CARLO USA) D/B/A SHELCO FOUNDRIES OF THE CITY OF JACKSONVILLE, ALABAMA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, ALABAMA, AS FOLLOWS:

SECTION I.

It is hereby established and declared that a portion of the Union Yarn Mill Building that is owned by the City of Jacksonville, Alabama, consisting of approximately 3000 square feet in the northeast corner of the first floor is not being used for public or municipal purposes:

SECTION II.

The City of Jacksonville, Alabama, having received an offer from WH Industries Delaware, Inc. (aka Gnutti Carlo USA) d/b/a Shelco Foundries to lease the above referenced portion of the Union Yarn Mill Building, it is hereby declared to be in the best interest of the public and the City of Jacksonville, Alabama, to lease said portion of the Union Yarn Mill Building under the terms and conditions in the attached EXHIBIT "A":

SECTION III.

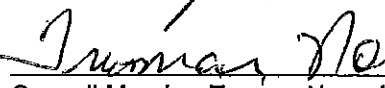
Pursuant to the authority granted by Section 11-27-21 of the Code of Alabama of 1975, the Mayor of the City of Jacksonville, is hereby directed to execute said Lease Agreement in the name of the City of Jacksonville, Alabama:

SECTION IV.

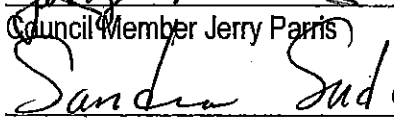
This Ordinance shall become effective immediately upon its adoption and publication as required by law.

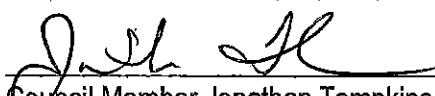
PASSED AND ADOPTED this the 10th day March, 2014.

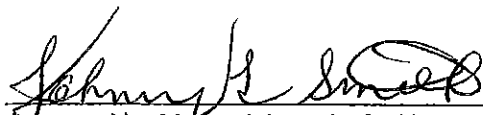

Council President Mark Jones


Council Member Truman Norred


Council Member Jerry Parris


Council Member Sandra Sudduth


Council Member Jonathan Tompkins


Approved by Mayor Johnny L. Smith

ATTEST:

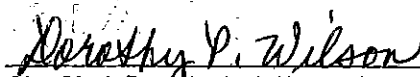

City Clerk Dorothy P. Wilson, CMC

EXHIBIT "A"

LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Jacksonville, Alabama, a municipal corporation, (herein "Owner" or "City"), and WH Industries Delaware, Inc. (a/k/a Gnutti Carlo USA) d/b/a Shelco Foundries (herein "Tenant" or "Shelco") and the effective date of the lease is March 11, 2014.

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

For consideration of the sum of rent to be paid by the Tenant to the Owner in the amount of \$250.00 per month due and payable on the 11th day of each and every month beginning March, 2014, and delinquent after the 20th day of each month, payable to the City of Jacksonville, Alabama at its City Hall located at 320 Church Avenue SE, Jacksonville, Alabama 36265.

For said consideration Shelco shall enjoy occupancy of 3,000 sq feet in the northeast corner of the first floor of the building located at 415 Alexandria Road SW, Jacksonville, Alabama, for the storage/warehousing of machinery and equipment.

The term of this lease shall be for one year, ending March 11, 2015.

This lease is terminable by either party upon 30 days written notice to the other.

The City will insure the improvements located on the premise for loss and hazard damage to said improvements..

Shelco shall insure against liability claims and shall defend, indemnify and hold the City harmless for any liabilities, claims or lawsuits arising from Shelco's use and/or occupancy of the premises.

Shelco shall not allow or cause any act or deed to be performed or any practice to be adopted or followed, in or about the premises which shall cause or be likely to cause injury or damage to any person or to said premises or the building or the sidewalk or pavements adjoining the premises.

The City shall not be liable for any loss of any property of Shelco from said premises or for any damage to any property of Shelco, however occurring, except only such damages in the latter instances as may result directly from the failure of the City to perform an act required of it under the terms of this Agreement.


Shelco 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 same or any part thereof by anyone other than Shelco without permission of the City, which shall not be unreasonably withheld.

The failure of the landlord 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 same shall be and remain in full force and effect.

As to any disputes, the laws of Alabama, and the Ordinances and Resolutions of the City of Jacksonville, shall apply.

Executed this the 10th day of March, 2014.

City of Jacksonville, Alabama

By: 
Its: Mayor

Attest:

Dorothy P. Wilson
City Clerk

WH Industries Delaware, Inc.
(a/k/a Gnutti Carlo USA)
d/b/a Shelco Foundries

By: Gunt Wilson

Its: _____

Sworn to and Subscribed to before me on
this the _____ day of _____, 2014.

Notary Public

WITNESS: [Signature] DATE: 3/13/2014

WITNESS: Samie Etheredge DATE: 3-13-14