

**CITY COUNCIL AGENDA ITEM COVER MEMO**

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Mar 13, 2014

Action Requested By: Human Services

Agenda Type: Resolution

Subject Matter:  
Lease Agreement for City Clinic.

**Exact Wording for the Agenda:**

Resolution authorizing the Mayor to execute a Lease Agreement between the City of Huntsville and DCSC, LLC.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \_\_\_\_\_

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. 14-\_\_\_\_\_

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Lease Agreement between the City of Huntsville and DCSC, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Lease Agreement Between DCSC, LLC, and the City of Huntsville, Alabama For Lease of The Property Located at 2227 Drake Avenue Suite #27, Huntsville, Alabama," consisting of twelve (12) pages including Exhibit A, and the date of March 13, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of March, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

APPROVED this the 13th day of March, 2014.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )

LEASE AGREEMENT BETWEEN  
DCSC, LLC, AND THE  
CITY OF HUNTSVILLE,  
ALABAMA FOR LEASE OF  
THE PROPERTY LOCATED AT  
2227 DRAKE AVENUE SUITE #27  
HUNTSVILLE, ALABAMA 35805

LEASE AGREEMENT

This Lease agreement is made, entered into and executed as of the \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the DCSC, LLC (hereinafter "Lessor") and the City of Huntsville, Alabama (hereinafter "Lessee").

WITNESSETH:

1. **PREMISES.** In consideration of the rents contained herein, and the covenants and agreements to be observed and performed by Lessee, the Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, upon the terms and conditions set forth herein, those certain premises consisting of approximately 4,550 square feet of office space and common areas located at 2227 Drake Avenue Suite #27 Huntsville, Alabama 35805-5199 (hereinafter the "Leased Premises"). All of the office space and common areas included in the Leased Premises are more particularly described in Exhibit A, attached hereto, which consists of the floor plans and layout information for the Premises.

2. **TERM.** The initial term of this Lease shall be for a period of three (3) years, commencing on the date the Leased Premises is first occupied by the Lessee (the "Occupancy Date") or within thirty (30) days of the Build-Out completion as further defined in Paragraph 4 and set-out in Exhibit A, whichever occurs first. The parties acknowledge and agree that the goal for Leased Premises to be ready for occupancy is June 2014. Lessee shall have the right and option to extend this lease for an additional period of three (3) years. The Option, if exercised by the Lessee, will be exercised by written notice and will specify in writing the date on which the Option term begins in 2017 and ends in 2020. The option period will be subject to the same terms, covenants and conditions as herein provided. Such option to extend may be exercised by giving written notice to Lessor of such exercise at least sixty (60) calendar days prior to the expiration of the initial lease term.

3. **RENT.** As consideration for the Leased Premises, the Lessee agrees to pay the Lessor, without notice, offset or demand, as rent of said Leased Premises monthly rental at the following rates:

Initial Term: Years 1-3: \$5,202.00

Option: Years 4-6: \$4,365.00

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

The rent is due on the first (1<sup>st</sup>) day of each month and delinquent on the tenth (10) day of the month. A late charge of five percent (5%) will be charged for all delinquent rent.

4. **BUILD-OUT OF PREMISES BY LESSOR.** Prior to the Occupancy Dated, Lessor shall complete the alterations and improvements to the Leased Premises described in Exhibit A attached hereto and incorporated herein by reference. For the initial three year term of the Lease, the monthly rental amount set forth in Paragraph 3. **RENT** includes as part of that stated rental amount, the sum of forty thousand dollars (\$40,000), which serves as payment for approximately one fourth (1/4) of the cost of the build-out by the Lessor which is required for the Lessee's occupancy and use of the premises for the intended purpose. Upon the written approval of both the Lessor and the Lessee, Exhibit "A" can be modified as necessary either by replacing with a new drawing(s) or drawing addenda if the parameters of the space need to expand. Additionally, for the Option rental, if exercised, the monthly rental amount for the Option term set forth in paragraph 3. **RENT** includes as part of that stated rental amount, the sum of twenty thousand dollars (\$20,000) to be applied toward the cost of any necessary alterations of the Premises required by the Lessee, during the term of the Option, for the intended use of the Premises. In the event that all or any portion of this \$20,000 is not used for the necessary premises alteration, then the unused amount shall be refunded to the Lessee by the Lessor no later than the end of the Option term.

5. **SURRENDER OF PREMISES.** Lessee agrees to surrender to Lessor, at the end of the term of this Lease and/or upon any cancellation or termination of this Lease, said Leased Premises in broom clean condition, and in as good condition as said Leased Premises were at the beginning of the term of this Lease, ordinary wear and tear excepted. Lessee agrees that, if Lessee does not surrender to Lessor said Leased Premises at the end of the term of this Lease, or upon any cancellation or termination of the term of this Lease, then Lessee will pay Lessor all damages the Lessor may suffer on account of Lessee's failure to so surrender to Lessor possession of said Leased Premises.

6. **CONDITION OF PREMISES.** Lessor declares that the Leased Premises (together with the appurtenances thereto and all heating and air condition equipment, plumbing, wiring and other similar items serving the demised premises) are in operable condition, nevertheless the Lessee represents that it has examined the Lease Premises and, subject to the buildout described in Section 4, has determined to its satisfaction the usability of the same; and Lessee further represents that, unless otherwise specially provided in Exhibit A, it accepts the building(s), improvements, appurtenances, equipment and personality on or serving the Leased Premises in their present state as being in tenantable condition, and without any representation or warranty by Lessor as to the condition or suitability of such property or as to the uses which may be made thereof.

7. **UTILITIES AND SERVICES.** Lessor shall provide at the Occupancy Date of this lease the normal and customary utility service connections and meters in the Leased Premises, relating to the Lessee's use of the Leased Premises. Lessee is responsible for any special use utilities setup and ongoing utilities cost.

8. **MAINTENANCE AND REPAIR.** Except as hereinafter provided, maintenance and repair shall be the duty and obligation of the Lessor and shall include:

a. **Structural and Mechanical.** The Lessor shall maintain in good repair and appearance all structural and mechanical components of the Leases Premises which are common to the Building including but necessarily limited to all exterior walls, structural systems, roof and flashing, heating and air conditioning units, electrical systems, and plumbing, unless such repairs are occasioned by the negligence or intentional acts of the Lessee. These shall be maintained in at least as good a condition as the of the Effective Date, subject only to normal wear and tear.

b. **Common Area.** Lessor shall maintain the common area grounds and the common area pest control.

c. **Parking Lot.** The Lessor shall maintain in good repair and appearance, the parking lot appurtenant to the Building.

9. **DUTIES AND OBLIGATIONS OF LESSEE.** The Lessee shall provide all supplies, and equipment necessary to meet the needs of its own personnel and activities conducted or sponsored by the Lessee. The Lessee agrees to keep the Lease Premises in a clean and sanitary condition, and shall neither commit nor permit any waste of the Leased Premises but shall take good care of the same, and upon termination of this Lease shall surrender possession of said Leased Premises in as good condition as at the commencement of the Lease, normal wear and tear excepted. The Lessee agrees to provide the Lessor with prompt notice of any accident to or defect in water pipes, electrical equipment, or of any plumbing, heating, or cooling apparatus or devices which are common structural or mechanical systems of the Building. Lessee will comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may later be in force, governing the Leased Premises (the "Laws").

10. **USE OF PREMISES.** In its use and occupancy of the demises premises, the Lessee:

- Shall primarily use the Leased Premises as an employee health clinic;
- Shall comply with all laws, orders, regulations and directives of governmental agencies and officers, and assure that the demised premises are not used for any unlawful or improper purpose;
- Shall not permit unusual or objectionable odors to permeate from the demised premises;
- Shall not permit the demised premises to be injured, overloaded or defaced;
- Shall not, without the Lessor's written consent (which consent, however, shall not be unreasonably withheld), make any material

alterations in or to the demised premises unless required by the terms of this Lease, and

- Shall not permit to be done upon the demised premises any act or thing which will invalidate or cancel, be in conflict with, or (without reimbursing the Lessor as additional rent hereunder to such extent) cause any increase in the rate for fire and liability insurance applicable to the building(s) of which the demised premises are a part.

11. ALTERATIONS OF LEASE PREMISES:FIXTURES, SIGNS.

a. Alterations. Except as otherwise provided herein, the Lessee shall not make any structural changes or alterations in or to any part of the Building, or to the Leased Premises, except upon the prior written consent of the Lessor. Notwithstanding the foregoing, the parties agree that Lessee may, from time to time, without the approval of the Lessor, but at the Lessee's own expense, make minor alterations to the interior of the Lease Premises, and prior written notice of such proposed minor alterations is provided to the Lessor.

b. Fixtures. The Lessee may install and affix to the interior of the Leased Premises such fixtures and equipment as the Lessee deems desirable and all such fixtures and equipment shall remain the property of the Lessee and may be removed at any time provided that the Lessee, at its expense, shall repair any damage caused by reason of such removal and shall restore the Leased Premises to at least as good of a condition as the Leased Premises was on the Effective Date. Lessee's obligation hereunder shall survive the termination of the Lease.

c. Signs and Advertisements. The Lessee may, at its sole cost and expense, install signs, advertisements or notices on the exterior doors of the Lease Premises. Lessee shall not install or maintain any other signs or advertisements on the Lease Premises without the prior written consent of the Lessor, and provided that said signs, advertisements or notices do not violate any Laws, including restrictive covenants and Lessors Rules governing the Leased Premises. The Lessee shall, at its sole cost and expense, maintain and repair the signs, advertisements, or notices and may upon the expiration of the term of this Lease or any renewal thereof, remove said signs, advertisements or notices, provided that Lessee, at its sole cost and expense, shall repair any damage caused by such removal. Lessee's obligation hereunder shall survive the termination of the Lease.

12. DAMAGE OR LOSS OF PROPERTY. The Parties agree that each party shall be responsible for the risk of loss of its own property located on the Leased Premises, where damage is the result of Acts of God, intentional or willful acts of third parties, or from negligence.

13. LESSOR INSURANCE. The Lessor assumes the responsibility for insuring against damage or destruction of all buildings by fire and other casualties or perils commonly

covered under and insurance policy containing extended coverage endorsement. Lessor shall not be responsible for insuring Lessee's personal property located on the Leased Premises.

14. **DEFAULT BY LESSEE.** This Lease is made upon the condition that Lessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit:

a. There be any default on the part of the Lessee in the observance or performance of any of the covenants, agreements, or conditions of the Lease on the part of the Lessee to be kept and performed, and said default shall continue for a period of thirty (30) days after receipt of written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within thirty (30) days and Lessee shall have commenced to cure said default within said thirty (30) days and continues diligently to pursue the curing of the same); or,

b. Lessee shall vacate or abandon the Leased Premises.

Then, and in of said cases, Lessor, at its option, may terminate this Lease and re-enter upon the Leased Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Lessee may then be in default and has accrued up to the time of such entry, including damages, costs and attorney fees to Lessor by reason of any breach or default on the part of Lessee; or, Lessor may elect to bring suit for collection of such rents and damages without entering into possession of the Leased Premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Lessor by law or in equity, Lessor shall also have the right and option, in the event of any default by Lessee under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the Leased Premises from Lessee by summary proceedings or otherwise. It is agreed that the commencement and prosecution of any action by Lessor in forcible entry and detainer, ejectment, or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Leased Premises, shall not be construed as an election to terminate this Lease unless Lessor expressly exercises its option heretofore provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Lessee from any of its obligations and liabilities for the remainder of the term of this Lease.

15. **HOLD HARMLESS.** To the extent authorized by state law and subject to the limitation of liability on municipalities pursuant to state law, the Lessee will: 1) Indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Lessee; and 2) Lessee will indemnify and hold harmless Lessor and Lessor's agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the demised premises, attributable solely to the negligence (or act or omission of greater culpability) of the Lessee, its agents and representative, and its employees. Any property stored in the demised premises shall be at the sole risk of Lessee.

16. FIRE AND CASUALTY. Should the Leased Premises be partially damaged or destroyed by fire and any other casualty during or before the expiration of the term of this Lease, the Lessor shall, as far as practicable, restore the property to the condition in which same exists upon the Lessee taking possession, reasonable wear and tear excepted. However, it is agreed that if the Leased Premises are rendered substantially untenable by fire or other casualty, this Lease may thereupon be terminated upon notice by either party. Rental due under this Lease shall be abated during the period in which the Lessor is restoring the Premises to tenantable condition. Notwithstanding the foregoing sentence, should such fire or casualty be caused solely by or arise solely from the negligence (or act or omission of greater culpability) of the Lessee, the Lessee shall repair, restore or replace such portion of the demised premises as are so damaged, shall not be entitled to any abatement of rent hereunder, and shall have no option to terminate said Lease.

17. TAXES. Lessor shall pay all general real estate taxes, charges and assessments as may be levied or imposed against the rental complex or the portion thereof constituting the Lease Premises; Lessee shall, however, pay such taxes, charges, or assessments as may be levied or imposed (whether denominated as real property taxes, corporate personal property taxes, privilege taxes or otherwise) by virtue of, on account of, or with respect to, corporate personal property placed on or affixed to the demised premises, by the Lessee, or additions or alterations to the demised premises made by the Lessee (whether with or without the consent of the Lessor), or business activities conducted by the Lessee in or from the demised premises.

18. QUIET ENJOYMENT. Lessor warrants that Lease, paying rents and performing and observing each and every covenant and condition hereof, shall peaceably and quietly hold, occupy and enjoy the Leased Premises during said term.

19. SUBLETTING OR ASSIGNMENT. Without the Lessor's prior written consent, which consent may be withheld at Lessor's discretion, the Lessee shall not sublet all or any part of the Leased Premises herein, nor assign this Lease, in whole or in part.

20. RIGHT OF FIRST REFUSAL.

(a) If Lessee has not assigned or subleased any portion of the Leased Premises and Lessor obtains an offer from a prospective tenant to lease the adjacent space, known as 2227 Drake Ave, Suite #25 approx 2,200 Sq Ft (the "First Refusal Space"), and Lessor desires to accept such offer, then Lessor shall submit to Lessee in writing all of the material terms and conditions of such proposed offer to lease (hereinafter referred to as the "Offer") and Lessee shall have the right and option to lease the First Refusal Space covered by the Offer upon the same monetary terms and conditions, including any offer of free rent and leasehold improvement allowances, as embodied in the copy of such Offer submitted to Lessee by Lessor but upon the same terms and conditions as this Lease and for a term expiring as of the date of the expiration of this Lease. In the event the remaining months in the lease term or any extension thereof, are less than the number of months in the term embodied in the Offer, then such free rent and leasehold improvement allowances shall be reduced to the amounts that bear the same ratio to the free rent and leasehold improvement allowances embodied in the Offer as the remaining months in the

lease term bears to the number of months of the term embodied in the Offer. If Lessee shall elect to exercise its right to lease the First Refusal Space covered by the Offer, written notice of such election shall be given to Lessor within fourteen (14) days from the time that Lessee first received a copy of the Offer from Lessor (hereinafter referred to as the "Offer Period"), which notice by Lessee shall specify a date that Lessee shall lease the space covered by the Offer, which date shall be not less than thirty (30) nor more than ninety (90) days after the giving of notice thereof.

(b) Upon the exercise of its right to lease the First Refusal Space covered by the Offer, Lessor and Lessee shall enter into a written agreement modifying and supplementing this Lease and specifying that the First Refusal Space is a part of the Leased Premises and under this Lease and containing other appropriate terms and provisions relating to the addition of such area to this Lease, including, without limitation, increasing, adjusting or augmenting rent as a result of the addition of such space.

(c) If a right to lease pursuant to this Section shall not be exercised within the Offer Period or shall be waived (no notice is deemed to be a waiver of such right), then Lessor shall have the right to offer such space to the prospective tenant, and if such transaction is consummated, Lessee's rights under this Section shall automatically terminate and be of no further force or effect. If a right to lease pursuant to this Section shall not be exercised within the Offer Period or shall be waived (no notice is deemed to be a waiver of such right), and Lessor fails to lease the space covered by the Offer within six (6) months after Lessor's submission of a copy of the Offer to Lessee, then this Section shall be applicable to any subsequent offer to lease the First Refusal Space or any portion thereof.

(d) Notwithstanding the foregoing right of first refusal and any other provision of this Lease to the contrary, such right of first refusal is conditioned upon (i) this Lease being in full force and effect and there being no default under this Lease and no previous default hereunder by Lessee on more than two (2) occasions for which Lessor has provided written notice to Lessee, and (ii) some portion of the First Refusal Space covered by the Offer being adjacent to the Demised Leased Premises. If Lessee fails to exercise the foregoing right of first refusal as provided in and in strict accordance with the terms of this Section, or if conditions (i) and (ii) in this subsection (d) are not entirely satisfied, the foregoing right of first refusal shall automatically terminate and be of no further force or effect, or if exercised, shall be null and void.

(e) Lessee shall not have the right to assign its right of first refusal to any sublessee of the Leased Premises or any portion thereof or to any assignee of this Lease, nor may any such sublessee or assignee exercise or enjoy the benefit of such right of first refusal.

21. NOTICES AND DEMANDS. All notices and demands to be provided by either party in connection with this Lease shall be given as follows:

If to the Lessee, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to: Human Resources Director, 308 Fountain Circle, Huntsville, Alabama 35801.

If to the Lessor, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to: DCSC, LLC, P.O. Box 374, Huntsville, Alabama 35804.

22. HOLDING OVER. Any holding over after the expiration of this Lease with the consent of the Lessor, will be a month-to-month tenancy at the same monthly rental amount in effect at the expiration of this Lease, as applicable until either party will terminate the Tenancy by giving the other party thirty (30) days prior written notice.

23. SUBORDINATION/ATTORNMENT. At the option of Lessor this lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or hereafter to be made upon the security thereof. Lessee agrees to execute and deliver to Lessor from time to time within ten (10) days after written request by Lessor all instruments, which might be required by Lessor to confirm such subordination.

24. HEIRS, ASSIGNS, SUCCESSORS. This Lease is binding upon and is to the benefit of the heirs, assigns and successors of the parties.

25. AMERICANS WITH DISABILITIES ACT. To the best of its knowledge, Lessor affirms that the Leased Premises and the Building are, at the time of the execution of this Lease in compliance with the Americans with Disabilities Act.

26. CONDEMNATION. In the event that the whole or any part of said leased 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 Lease 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. All damages awarded for the taking of said Leased Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of the Lessor, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Leased Premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made for Lessee for the loss of value and cost of removal of stock, furniture, and fixtures which are owned by the Lessee.

27. COMPLETE UNDERSTANDING AND AGREEMENT. This Lease contains the complete and entire understanding and agreement of the parties. All agreements and representations relating to the Lease Premises, whether oral or written, made by and between the parties, whether personally or with their authorized agents prior to the execution and acceptance of this Lease, are deemed to have performed and discharged. Each of the parties hereto has read and understands this Lease and further understands that all prior covenants, agreements, and representations are superseded by this Lease.

28. WAIVER. No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act by Lessee shall not

be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act. No agreement to accept Lessee's surrender of the Leased Premises shall be valid unless in writing and signed by Lessor.

29. SEVERABILITY. In the event any term, covenant, or condition of this Lease or the application thereof to any persons or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Lease, and the Lease itself, as long as practicable, shall be valid and enforceable to the full extent permitted by law.

30. CHOICE OF LAW. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

31. AUTHORITY. The parties each represent and warrant that they have full authority to enter into this Agreement.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

ATTEST:

LESSEE:  
THE CITY OF HUNTSVILLE, ALABAMA

\_\_\_\_\_  
Charles E. Hagood  
Clerk-Treasurer  
City of Huntsville, Alabama

By: \_\_\_\_\_  
Tommy Battle,  
Mayor, the City of Huntsville, Alabama

STATE OF ALABAMA    )  
                                  )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ATTEST:

LESSOR:  
DCSC, LLC.

Kelly Olszewski  
Kelly Olszewski

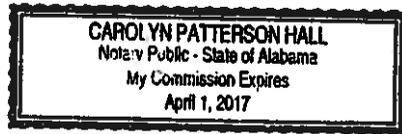
By: Douglas Tipton  
Douglas Tipton,  
Member, DCSC, LLC

STATE OF ALABAMA    )  
                                  )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Douglas Tipton and \_\_\_\_\_, whose names as \_\_\_\_\_ and \_\_\_\_\_ of DCSC, LLC, an Alabama limited liability corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 10 day of March, 2014.

Carolyn Patterson Hall  
Notary Public  
My Commission Expires: 4-1-2017





**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: Human Resouces

Council Meeting Date: 3/13/2014

Department Contact: Byron Thomas

Phone # 427-5240

Contract or Agreement: DCSC, LLC

Document Name: Lease Agreement between the City and DCSC, LLC

City Obligation Amount: \_\_\_\_\_

Total Project Budget: \_\_\_\_\_

Uncommitted Account Balance: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Procurement Agreements**

<b><u>Not Applicable</u></b>	<b><u>Not Applicable</u></b>
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**Grant-Funded Agreements**

<b><u>Not Applicable</u></b>	<b>Grant Name:</b> _____
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Department	Signature	Date
1) Originating		
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		