

ORDINANCE NO. 2000-084

*Granting encroachment to Wayne Wickers d/b/a
Chef Wayne's New York City Hotdogs for a cart at the
southeastern corner of Hampton and Assembly Streets*

BE IT ORDAINED by the Mayor and City Council of The City of Columbia, South Carolina, this 8th day of November, 2000, that the City Manager is hereby authorized to execute the attached Lease Agreement from The City of Columbia to Wayne Wickers d/b/a Chef Wayne's New York City Hotdogs for the sum of Three Hundred and No/100 (\$300.00) Dollars for a period of one (1) year from January 1, 2001 to December 31, 2001, for operation of a hot dog vending cart in an area approximately 10' x 10' at the southeastern corner of Hampton and Assembly Streets.

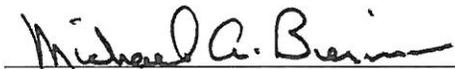
ORIGINAL
STAMPED IN RED

Requested by:



MAYOR

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 11/1/2000

Final Reading: 11/8/2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement" or this "Lease"), made this ___ day of _____, 2000, between **CITY OF COLUMBIA** (hereinafter designated as LESSOR) and **CHEF WAYNE'S NEW YORK CITY HOTDOGS** hereinafter designated LESSEE).

For THREE HUNDRED AND NO/100 (\$300.00) DOLLARS paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants contained herein, LESSOR and LESSEE agree:

LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a 10' x 10' area along the sidewalk located at the southeastern corner of Hampton and Assembly Streets for hot dog vending, with all the appurtenances thereto belonging. The operation of said business shall conform with City of Columbia Code of Ordinances Sec. 11-252, 11-253, 11-257 and 11-260.

The term of this Agreement shall be for one (1) year beginning on January 1, 2001 and ending December 31, 2001, with no further extension being given without prior approval of City Council. This lease may be terminated as provided for in Columbia Code of Ordinances Sec. 11-262.

LESSEE, at its own cost and expense, will provide and obtain all licenses, permits and authorizations that shall or may be required for or with respect to the use and operation of the property.

LESSEE shall at all times fully and promptly comply with all ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, including such as shall relate to the cleanliness, safety, occupation and use of the said premises.

LESSEE shall be separately and independently responsible for its costs to obtain and keep in force and effect in its name only a policy of public liability insurance in the amount of _____ Dollars, and shall name LESSOR on the said policy as an additional insured.

LESSOR agrees to provide ten (10) days written notice to LESSEE to correct any default under this lease. Failure of LESSEE to perform any of its obligations or the conditions of this Lease shall constitute a default. If LESSEE fails to correct any default within such fifteen (15) day period, or if LESSEE fails to pay rent or additional rent provided for in this lease on its due date plus a grace period of fifteen (15) days, then LESSOR may cancel this lease by fifteen (15) days prior written notice to LESSEE. On the date stated in LESSOR's notice, this Lease and LESSEE's rights under this Lease will terminate, and LESSEE must vacate the premises.