ORDINANCE # 2019-07
INTRODUCED BY McMath
DATE INTRODUCED 2/5/19
ITEM NUMBER 2019-02-01
PUBLIC HEARING 3/19/19
ADOPTED/TABLED 3/19/19
EFFECTIVE 3/19/19
BOOK # 3 PAGE # 4
RECORDATION #
AMENDED BY ORDINANCE #
DATE AMENDED

ADOPTION INTRODUCTION

CITY OF COVINGTON
STATE OF LOUISIANA

ORDINANCE NUMBER 2019-07

AN ORDINANCE OF THE CITY OF COVINGTON AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF LEASE WITH ROY BURNS FOR THE USE OF HIS PROPERTY FOR PUBLIC PARKING

WHEREAS, there is a limited number of public parking spaces in the Division of St. John to accommodate the need for public parking; and

WHEREAS, another property owned by the Burns family, previously leased by the City for parking, is no longer available for the City to use for said parking; and

WHEREAS, the lease of this property will provide needed parking for the citizens and business owners of the City; and

WHEREAS, the Covington City Council deems that the execution of this Act of Lease is in the best interest of the health, safety and welfare of the citizens of Covington; and

WHEREAS, the Covington City Council has held all public hearings required of it in accordance with law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Covington, at its regular session convened, that the attached Act of Lease between the City of Covington and Roy Burns is approved and the Mayor of the City of Covington is authorized to execute same on behalf of the City of Covington.

BE IT FURTHER ORDAINED that in accordance with Section 2-12(C) of the Covington Home Rule Charter, this ordinance shall be effective on the date of approval by the Mayor.

BE IT FURTHER ORDAINED that if any provision of this ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

WHEREUPON, this ordinance having been submitted in writing, having been read by title and adopted at a public meeting of the City Council of the City

of Covington, State of Louisiana, was then submitted to an official vote as a whole, the vote thereon being as follows:

MOVED FOR ADOPTION by O'Keefe, seconded by Callahan.

YEAS: 6 **ABSENT:** 1 (Roberts)

NAYS: ~~0~~ **ABSTAIN:** ~~0~~

PASSED AND ADOPTED this 19th day of March, 2019.

PATRICK McMATH
COUNCIL PRESIDENT

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

Presented to the Mayor this 19th day of March, 2019, at 7:25 o'clock P.M.

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

Approved ✓ or Vetoed ___ by the Mayor on this 19th day of March, 2019.

MICHAEL B. COOPER
MAYOR

Received from the Mayor on the 19th day of March, 2019, at 7:30 o'clock P.M.

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
COUNCIL CLERK

ACT OF LEASE

UNITED STATES OF AMERICA

BY: Roy K. Burns, Jr.

STATE OF LOUISIANA

TO: City of Covington

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 25 day of February, 2019.

The Undersigned:

Roy K. Burns, Jr., a person of the full age of majority, hereinafter referred to as "Lessor"

And

The City of Covington, a Municipal Corporation, represented herein by and through its Mayor, the Honorable Michael B. Cooper, duly authorized; it's mailing address being: 317 N. Jefferson Ave., Covington, La. 70433; hereinafter referred to as "Lessee"

Who declared that Lessor does hereby lease to Lessee, the following described property under the terms and conditions set out below. The property subject to this Leases described as follows, to wit:

Lots 15 and 16, Square 20, Division of St. John, City of Covington

This Lease is entered into under the following Terms and Conditions:

1. **Terms and Rent**. The initial term of this lease is for 12 months, commencing March 15, 2019 and terminating on March 14, 2020, with an automatic renewal for each calendar year thereafter, payable $150.00 per month, $1,800 per annum, payable in advance on the first day of each calendar year, commencing March 15, 2019 and continuing thereafter.

2. **Use**. Lessee shall use and occupy the premises for the purpose of a public parking.

3. **Care and Maintenance of Premises**. Lessee shall, at its own expense, maintain the premises in a good and safe condition and may place concrete or other material on the leased premises for a parking surface. Lessee shall not be obligated to remove the parking surface on termination of the lease. Lessee shall remove any debris or trash from the leased premises. Lessee shall be allowed to remove the fence on New Hampshire Street side of the property and shall not be required to replace the same.

4. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without the prior written consent of Lessor. Any such assignment or subletting without consent shall be void and, at the option of Lessor, may terminate this lease.

5. **Insurance Requirements.** In addition to the rent hereinabove set forth, Lessee hereby agrees to carry in full force and effect at all times a Public Liability Policy on the premises herein, protecting the Lessor against any loss by reason of injury to any third parties or to the Lessees herein or its officers, agents or employees. Lessee agrees to keep in full force and effect a Public Liability Policy with limits of $500,000.00 as minimum limits. The said liability insurance shall include the entire area leased herein.

6. . **Indemnification of Lessor.** It is understood that the Lessor is fully relieved by Lessee of any responsibility whatever for damages to any persons whomsoever or to property of the Lessee or others arising from the condition, upkeep and maintenance of the leased premises. Lessor is hereby expressly relieved of any and all liability for injuries or

damages caused by any vice or defect in the leased premises to anyone, including the street, road, curbs, ditches or any other portion of the leased premises and Lessee expressly assumes all such liability. Lessee further agrees to indemnify and save the Lessor harmless from any liability whatsoever for any damages or injuries to any person or persons whomsoever, including property damage, arising out of any act, omission or neglect of Lessee or the occupancy, use, condition or state of repair of the leased premises, or the operation conducted on the leased premises by the Lessee, and Lessee expressly assumes all such liability together with any and all expenses or costs incurred by Lessor in defending any such claim as an expressed term of this lease. Lessee specifically assumes responsibility for the condition of the leased premises.

9. Waiver. No failure of lessor to enforce any term hereof shall be deemed to be a waiver.

10. Notices. Any notice which either party is required to give, shall be given by mailing the same, postage prepaid, to their respective corporate addresses, as set forth herein, are at such other place as may be designated by the party from time to time.

11. Heirs, Assigns, Successors. This lease shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

12. Option to Terminate. Either party may terminate this lease by giving the other party 30 days written notice of intent to terminate.

15. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Witnesses:

Christina A. Groce

Gina Hayes

Roy K. Burns, Jr., Lessor

City of Covington

By: _____
Michael B. Cooper, Mayor