

ORDINANCE # 2013-05  
INTRODUCED BY Alexius  
DATE INTRODUCED 3/5/13  
FORM NUMBER 2013-03-03  
PUBLIC HEARING 4/2/13  
ADOPTED/TABLED 4/2/13  
EFFECTIVE 4/19/13  
BOOK # 2 PAGE # 4  
RECORDATION # 3  
AMENDED BY ORDINANCE # 4  
DATE AMENDED 4

**ADOPTION INTRODUCTION**

**CITY OF COVINGTON**

**ORDINANCE NUMBER 2013-05**

**AN ORDINANCE OF THE CITY OF COVINGTON IN SUPPORT OF THE LEASE AGREEMENT ENTERED INTO BETWEEN THE CITY OF COVINGTON AND CLECO POWER LLC**

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

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Covington, at its regular session convened, that it hereby supports the attached lease agreement entered into between the City of Covington and CLECO Power LLC on September 27, 2012.

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.

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 Alexius, seconded by Coner.

YEAS: 6 NAYS: 0  
ABSTAIN: 0 ABSENT: 1 (Rolling)

PASSED AND ADOPTED this 2<sup>nd</sup> day of April, 2013.

R. S. Sam O'Keefe  
R.S. "SAM" O'KEEFE  
COUNCIL PRESIDENT

Bonnie D. Champagne  
BONNIE D. CHAMPAGNE  
CLERK TO THE COUNCIL

1 Presented to the Mayor on this 4<sup>th</sup> day of April, 2013, at 9:00  
2 o'clock A.M.  
3  
4

5 Bonnie D. Champagne  
6 BONNIE D. CHAMPAGNE  
7 CLERK TO THE COUNCIL  
8  
9

10 Approved  or Vetoed  by the Mayor on this 4<sup>th</sup> day of April,  
11 2013.  
12

13 Michael B. Cooper  
14 MICHAEL B. COOPER  
15 MAYOR  
16  
17  
18  
19

20 Received from the Mayor this 4<sup>th</sup> day of April, 2013, at 2:53  
21 o'clock P.M.  
22  
23  
24

25 Bonnie D. Champagne  
26 BONNIE D. CHAMPAGNE  
27 CLERK TO THE COUNCIL  
28  
29  
30  
31  
32

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

LEASE AGREEMENT

This Agreement made and entered into by and between CLECO POWER LLC, represented herein by Madeline S. Norris, Manager of Right of Way & Real Estate, duly authorized, hereinafter called LESSOR, and THE CITY OF COVINGTON, represented herein by its Mayor Mike Cooper, duly authorized, hereinafter called LESSEE;

I.

LESSOR leases unto LESSEE The "Shell Parking Area" and the "Concrete Parking Area" constituting a portion of Square No. 5, of the Division of Morgan, Commerce, and Virtue Town of Covington, Louisiana, which Square is bounded by Topaz, Theard and Ruby Streets, as shown on the attached survey No. 210-141 of Thomas J. Fontcuberta dated March 7, 1995, for a term of five years, commencing as of January 1, 2013 and terminating December 31, 2017.

II.

LESSEE shall pay LESSOR a rental of \$200.00 per year, at LESSOR'S principal office at Pineville, Louisiana, which rental shall be paid annually in advance. Payment should be mailed to Cleco Power LLC, Att: Lorene Christie, P.O. Box 5000, Pineville, LA 71361-5000.

III.

LESSEE shall use the leased premises only as a parking lot, and shall install no permanent improvement thereon, and shall further maintain the property in accordance with all present and future Federal, State, Parish and Municipal laws and all present and future rules and regulations of Federal, State, Parish and Municipal authorities.

IV.

LESSOR shall have the right, at all times, to enter the property and retains a right of way thereupon for access to its substation and other facilities.

V.

LESSEE shall keep the property in good order and repair and upon the expiration of this lease, LESSEE shall restore the property to its condition on the date of beginning of this lease, should LESSOR so require.

VI.

Should LESSEE default in the payment of any installment of the rent provided for under this Lease as the same become due and payable, or break any covenant of this Lease, then the entire rent for the balance of the term shall, at the option of the LESSOR, at once become due and payable, as if by the terms of this Lease it were all payable in advance; or at LESSOR'S option, this Lease shall become null and void.

VII.

LESSEE assumes responsibility for the condition of the leased premises and additionally agrees to defend, indemnify, and hold harmless LESSOR (including its directors, officers, employees and insurers) from and against any and all claims, demands, actions, suits, and judgments against LESSOR for property damages, injuries, death or claims arising out of or in any way connected with any of the rights herein granted or any use of LESSOR'S property by LESSEE or LESSEE'S agents, employees, invitees or contractors.

VIII.

LESSEE shall neither assign nor sublease the leased premises without the prior written consent of LESSOR.

IX.

Should an attorney be engaged by LESSOR to enforce payment of the rent due under this lease or to protect any of the interests of LESSOR hereunder, with or without judicial proceedings, LESSEE agrees to pay LESSOR the reasonable fee of such attorney, and LESSEE also agrees to pay all court costs and other expenses incurred by LESSOR.

X.

It is understood and agreed by and between the parties hereto that either party retains the right at any time to terminate this lease by notifying the other in writing thirty (30) days in advance of the proposed early termination date. In such event, any prepaid rental shall be pro-rata returned.

THUS DONE AND SIGNED by LESSOR on this 20 day of SEPTEMBER, 2012, before me,  
the undersigned notary, and the undersigned competent witnesses.

WITNESSES:

CLECO POWER LLC

Louise F. Chester

Shelley Malone

BY: Madeline S. Norris  
Madeline S. Norris, Manager  
Right of Way & Real Estate  
LESSOR

Ronald J. Lacombe  
NOTARY PUBLIC

RONALD J. LACOMBE-# 42123  
Notary Public, Rapides Parish, LA  
My Commission is Issued For Life

THUS DONE AND SIGNED by LESSEE on this the 27<sup>th</sup> day of September, 2012, before me,  
the undersigned notary, and the undersigned competent witnesses.

WITNESSES:

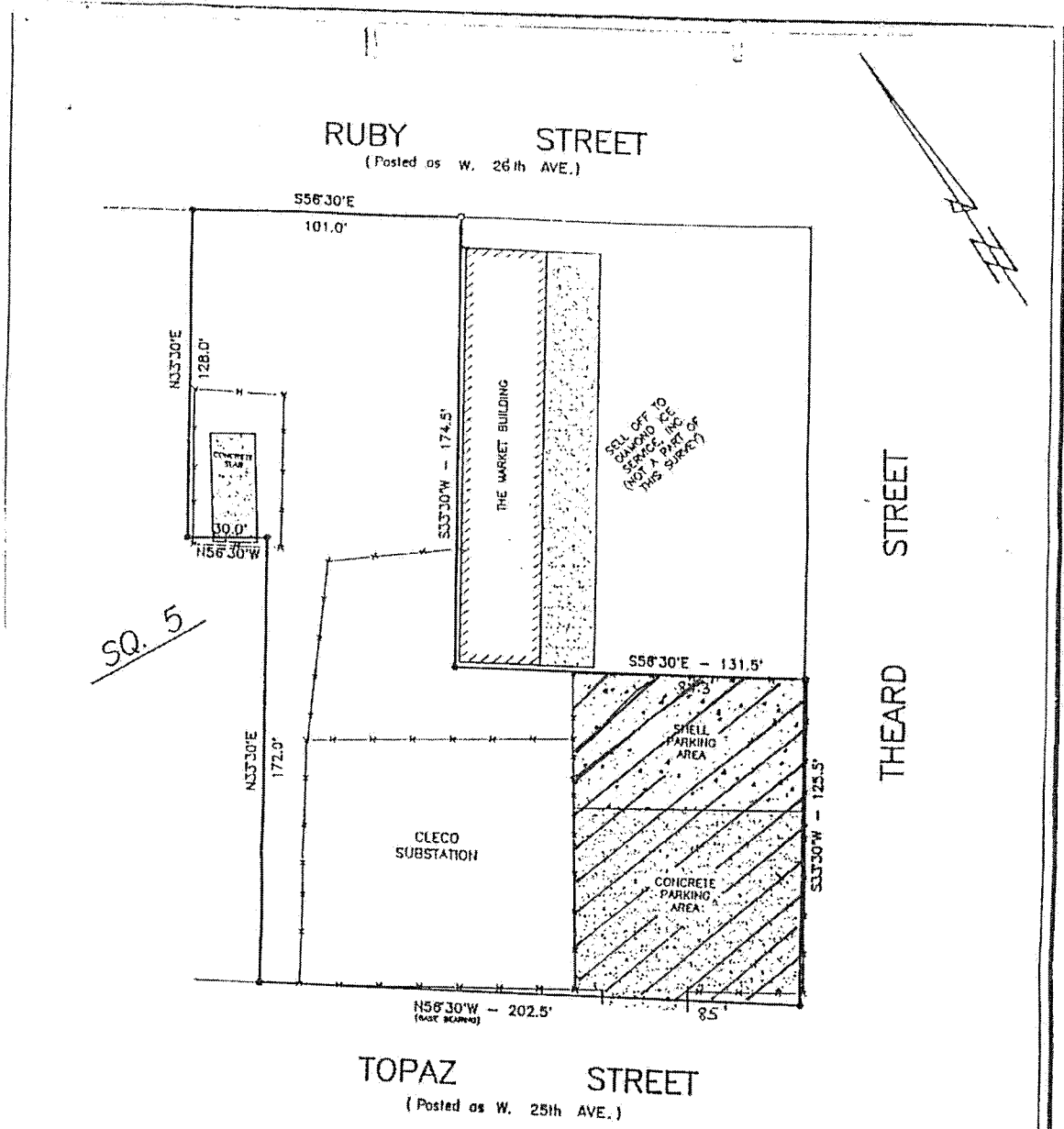
THE CITY OF COVINGTON

Paul Allen  
Joe Hayes

BY: Mike Cooper  
Mike Cooper, Mayor  
LESSEE

Denise B. Windom  
NOTARY PUBLIC

Denise B. Windom, #69646  
St. Tammany Parish Notary Public  
My Commission expires at Death



Lease Area

- LEGEND
- - IRON PIPE FOUND
  - - IRON ROD FOUND

NOTE:  
ANY ADDITIONAL IMPROVEMENTS,  
UTILITIES, AND/OR SEPTIC TANKS  
THAT MAY EXIST WITHIN THIS  
PROPERTY ARE NOT SHOWN HEREON

REFERENCE SURVEY AND  
BASIS FOR BEARINGS:  
PLAT OF SURVEY BY JOSEPH  
PUGH, SURVEYOR, DATED  
JULY 9, 1928.

SURVEY OF A PORTION  
OF SQUARE 5  
OF THE DIVISION OF  
ORGAN, COMMERCE, AND VIRTUE  
TOWN OF COVINGTON  
SECTION 41, T6S, R11E  
ST. TAMMANY PARISH, LA.

PAID TO CORRECT TO:  
CENTRAL LOUISIANA  
ELECTRIC CO., INC.

**Fontcuberta**  
**Surveys**  
INCORPORATED

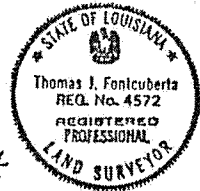
PROFESSIONAL  
LAND SURVEYORS

P.O. BOX 1742  
COVINGTON, LA. 70434  
PHONE: (504) 893-7481

THIS IS TO CERTIFY THAT THIS PLAT  
REPRESENTS AN ACTUAL SURVEY MADE  
ON THE GROUND UNDER THE DIRECT  
SUPERVISION OF THE UNDERSIGNED  
AND IS TRUE AND CORRECT AND IN  
ACCORDANCE WITH THE ADOPTED  
LOUISIANA MINIMUM STANDARDS OF  
PRACTICE FOR PROPERTY BOUNDARY  
SURVEYS FOR A CLASS "C" SURVEY.

CERTIFIED CORRECT

*Thomas J. Fontcuberta*  
SURVEYOR



DATE 3-07-95	SCALE 1" = 40'	DRAWN BY MJB	CHECKED BY TJF	JOB NO. 955297	PLAT FILE NO. 210-141	CLECO SUBSTATION
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Cleco Power LLC

A subsidiary of Cleco Corporation  
2605 Hwy. 28 East  
P.O. Box 5000  
Pineville, LA 71360  
www.cleco.com



September 20, 2012

RE: Cleco Lease Agreement

Ms Gina Hayes  
Director of Administration  
City of Covington  
Post Office Box 778  
Covington, LA 70434-0778



Dear Ms. Hayes:

Attached are three copies of a new lease agreement identical to the existing lease with names changed. The new agreement extends lease on a portion of Sq. 5, Division of Morgan, Commerce & Virtue of Covington for five years through December 31, 2017.

Please review and if acceptable on the City's behalf, present them to Mayor Cooper for execution. Once completed return two copies to me at the address below and keep one copy for your file.

Cleco Power LLC  
Att: Lorene Christie – Administrator of Land Management  
P.O. Box 5000  
Pineville, LA 71361-5000

Should you have any questions please feel free to call me at 318-484-4137.

Sincerely,

A handwritten signature in cursive script that reads "Lorene Christie".

Lorene Christie  
Administrator of Land Management



MIKE COOPER  
*Mayor*

September 28, 2012

Ms. Lorene Christie  
Administrator of Land Management  
Cleco Power LLC  
P O Box 5000  
Pineville, LA 71360

RE: **Cleco Lease Agreement**  
Portion of Sq. 5 Division of Morgan, Commerce & Virtue

Dear Ms. Christie,

Enclosed please find two fully executed copies of the extended lease agreement provided by Cleco, LLC to the City of Covington in reference to the above described property. As per the letter received with the extended lease agreement, the third copy that was provided has also been fully executed and kept for our files.

As always it is a pleasure to work with CLECO.

Sincerely,

Denise Windom  
Administrative Assistant