

ORDINANCE # 2013-07
INTRODUCED BY Alexius
DATE INTRODUCED 3/5/13
ITEM NUMBER 2013-03-05
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 2013-07

**AN ORDINANCE OF THE CITY OF COVINGTON
AUTHORIZING THE MAYOR TO EXECUTE A LEASE
WITH YOUTH SERVICE BUREAU
OF ST. TAMMANY, INC.**

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 the execution of this lease 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 the attached lease between the City of Covington and Youth Service Bureau of St. Tammany, Inc. 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 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 Coner, seconded by Wright.

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

PASSED AND ADOPTED this 2nd day of April, 2013.


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

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

Presented to the Mayor on this 4th day of April, 2013, at 9:00
o'clock A.M.

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

Approved or Vetoed by the Mayor on this 4th day of April,
2013.

Michael B. Cooper
MICHAEL B. COOPER
MAYOR

Received from the Mayor this 4th day of April, 2013, at 2:53
o'clock P.M.

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

LEASE

The City of Covington, represented herein by Mayor Mike Cooper, hereafter referred to as Lessor, leases to Youth Service Bureau of St. Tammany, Inc., represented herein by its president, Ila Dieterich, pursuant to Resolution passed by the Board of Directors, a copy of which is attached hereto and made a part hereof, hereafter referred to as Lessee, the premises known as that part of the building that occupies Lot 4-B, Square 16, Division of St. John, City of Covington, LA, that encroaches onto the ox-lot for Square 16, as per the survey by John Bonneau attached hereto and made a part hereof; between and for a term of 60 months, beginning the 1st day of November, 2013, and ending on the 31st day of October, 2018, for and in consideration of an annual rental of ONE AND NO/100THS (\$1.00) DOLLARS, payable annually, in advance, on the 1st day of November at City Hall, City of Covington, Louisiana.

The premises leased herein are to be used only for the following purposes: Operation of the Youth Service Bureau of St. Tammany, Inc., a non-profit corporation.

Lessee is obligated not to use the premises for any purpose that is unlawful, and the violation of any law by Lessee shall be at justifiable cause for cancellation of this lease by Lessor, at his option.

In case an attorney be employed to protect any right of Lessor or Lessee arising under this lease, the party whose actions are inactions necessitate such employment shall pay additionally reasonable attorney's fees.

Should the premises be abandoned by Lessee or should Lessee begin to remove personal property to the detriment of Lessor's lien, then the rent for the unexpired term, with attorney's fees, shall immediately become due, and Lessor, at his option, may cancel the lease or re-enter and let the premises for such price or on such terms as may be immediately obtainable, and apply the net amount realized to the amount due by Lessee.

Should Lessee be unable to obtain occupancy on the date of the beginning of the lease due to causes beyond control of Lessor, this lease shall not be affected thereby, but Lessee shall owe rent beginning only with the day of which he could obtain possession.

Should the property be destroyed or materially damaged so as to render it wholly unfit for occupancy by fire or other unforeseen event not due to any fault or neglect of Lessee, then Lessee shall be entitled to a credit for the unexpired term of the lease and any unmatured rent notes shall be cancelled.

The maintenance and upkeep of the premises shall be the sole responsibility of the Lessee, and Lessee shall be responsible for maintaining the building in a condition suitable for the purpose of use as office space. Any additions made to the property by the Lessee shall become the property of Lessor at the termination of this lease unless otherwise stipulated herein.

Lessee shall be responsible for maintaining adequate liability and property insurance on the premises. The liability insurance shall be in the amount not less than ONE MILLION AND NO 100THS (\$1,000,000.00) DOLLARS. Should any addition or alternation made by the Lessee cause any increase to the insurance rate on the premises, Lessee agrees to pay such increase in addition to the agreed rental. However, nothing shall be placed or done upon the premises by Lessee which will cause forfeiture of any insurance.

Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes, by freezing or otherwise or by any vices or defects of the leased property, or the consequences thereof.

No repair shall be due Lessee even as may be rendered necessary by fire or other casualty, not occasioned by fault or negligence of Lessee. Lessor will not be responsible for damages of any sort to any persons or property, however occasioned; and Lessee shall hold Lessor harmless from any claims by or liability to third persons however arising.

It is understood that the Lessor is fully relieved by Lessee of any responsibility whatever for damages to any persons whomsoever or to the 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 in or on any adjacent streets, curbs, or other walks adjacent to 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, 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 agrees to notify his insurer of this clause. Lessee specifically assumes responsibility for the condition of the leased premises.

In case of Lessee introducing, altering or not having utility service on the premises, he shall comply in every respect, without expense to Lessor, with all rules and regulations of the Louisiana Fire Prevention Bureau, or other similar association in existence at the time.

Lessor warrants that the leased premises are in good condition except as otherwise stipulated herein. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at his expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted.

No repairs shall be due Lessee by Lessor.

Should Lessee fail to make such repairs as he is obligated to make hereunder, Lessor may, at his option, have the repairs made and Lessee agrees to reimburse Lessor for the cost.

Lessor shall not be liable for any damage to person or property sustained by the Lessee or any other persons, and any such liability is assumed by Lessee.

Should the Lessee fail to pay the rent or any other charges arising under this lease promptly as stipulated, or should voluntary or involuntary bankruptcy proceedings be commenced by or against Lessee; or should Lessee make an assignment for benefit of creditors, then, in any of the said events, Lessee shall be ipso facto in default and Lessor may demand the rent for the whole unexpired term of the lease, or proceed one or more times for past due installments without prejudicing his rights to proceed later for the rent for the then unexpired term.

Lessee is not permitted to post any "For Rent" signs, rent, subject or grant use or possession of the leased premises or to sublease the premises without the written consent of Lessor and then only in accordance with this lease.

Lessee will also permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals between the hours of 9:00 A.M. and 5:00 P.M.

At the expiration of this lease or at its termination for other causes, Lessee is to immediately surrender possession by actual delivery of all keys to Lessor. Should Lessee fail to deliver such possession, he consents to pay as liquidated damages five times the rent per day of his failure to do so, with attorney's fees and all costs.

Nothing on this lease shall be construed to acknowledge any ownership interest of the subject property by the Lessee or its predecessors in title.

THUS DONE AND SIGNED in Covington, Louisiana, on this the 20th day of ~~October~~ ^{November}, 2013.

WITNESSES:

[Signature]
[Signature]

CITY OF COVINGTON, LESSOR

BY: *[Signature]*
MAYOR MIKE COOPER

YOUTH SERVICE BUREAU OF
ST. TAMMANY, INC., LESSEE

BY: *[Signature]*
ILA DIETERICH