ORDINANCE # 2013-21
INTRODUCED BY Smith
DATE INTRODUCED 9/3/13
ITEM NUMBER 2013-09-03
PUBLIC HEARING 1 10/1/13
ADOPTED/TABLED 2 10/1/13
EFFECTIVE 10/18/13
BOOK # 3 PAGE #
RECORDATION # 4
AMENDED BY ORDINANCE # 5
DATE AMENDED

ADOPTION INTRODUCTION

CITY OF COVINGTON

ORDINANCE NUMBER 2013-21

AN ORDINANCE OF THE CITY OF COVINGTON AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF LEASE WITH GREGORY M. VERGES FOR THE USE OF HIS PROPERTIES 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, additional parking options will provide an economic boost to business owners and to the City of Covington and the benefits derived far outweigh the expense; 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; and

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 Gregory M. Verges 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.

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 Smith, seconded by Coner.

YEAS: 7 **ABSENT:** 0

NAYS: 0 **ABSTAIN:** 0

PASSED AND ADOPTED this 1st day of October, 2013.

Lee S. Alexius
LEE S. ALEXIUS
COUNCIL PRESIDENT

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

Presented to the Mayor this 2nd day of October, 2013, at 11:10 o'clock A.M.

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

Approved ✓ or Vetoed ___ by the Mayor on this 2nd day of October, 2013.

MICHAEL B. COOPER
MAYOR

Received from the Mayor on the 2nd day of October, 2013, at 4:15 o'clock P.M.

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

ACT OF LEASE | **UNITED STATES OF AMERICA**

BY: Gregory M. Verges | **STATE OF LOUISIANA**

TO: City of Covington | **PARISH OF ST. TAMMANY**

BE IT KNOWN, that on this 29 day of October, 2013.

BEFORE ME, the undersigned Notary, duly commissioned and qualified, in and for the Parish and State aforesaid, therein residing, and in the presence of the competent witnesses, personally came and appeared:

Gregory M. Verges, a person of the full age of majority, whose address is 832 E. Boston Street, Unit 14, Covington, La. 70433 ; 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:

P O Box 778, Covington, LA 70434; 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:

Lot 15, Square 14, Division of St. John, City of Covington

Lot 4, Square 22, 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 fourteen months commencing November 1, 2013 and terminating on December 31, 2014, with an automatic renewal for each calendar year thereafter, payable $150.00 per month for November and December, 2013 and at the annual rental of eighteen hundred dollars ($1,800.00) for the year 2014 and for each calendar year thereafter, payable in advance on the first day of each calendar year, commencing January 1, 2014 and continuing thereafter.

2. **Use.** Lessee shall use and occupy the premises for the purpose of 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 gravel 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.

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:

BRITTANY WRIGHT

LEIGH LUCUS

Gregory M. Verges, Lessor

City of Covington

By: _____
Michael B. Cooper, Mayor

Julian J. Rodrigue, Jr., #11313