

ORDINANCE # 2012-12
INTRODUCED BY O'Keefe
DATE INTRODUCED 5/15/12
ITEM NUMBER 2012-05-02
PUBLIC HEARING 6/5/12
ADOPTED/TABLED 6/5/12
EFFECTIVE 6/3/12
BOOK # 3 PAGE #
RECORDATION #
AMENDED BY ORDINANCE #
DATE AMENDED 5

ADOPTION **INTRODUCTION**

CITY OF COVINGTON

ORDINANCE NUMBER 2012-12

**AN ORDINANCE OF THE CITY OF COVINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH JCR RENTALS 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 the execution of this contract 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 contract between the City of Covington and JCR Rentals LLC 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 O'Keefe, seconded by Smith.

YEAS: 7 **NAYS:** 0
ABSTAIN: 0 **ABSENT:** 0

PASSED AND ADOPTED this 5th day of June, 2012.

Lee S. Alexius
LEE S. ALEXIUS
COUNCIL PRESIDENT

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

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2 Presented to the Mayor this 7th day of June, 2012, at 9:50 o'clock A.M.
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4 Bonnie D. Champagne
5 BONNIE D. CHAMPAGNE
6 CLERK TO THE COUNCIL
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11 Approved or Vetoed by the Mayor on this 7th day of June, 2012.
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13 Michael B. Cooper
14 MICHAEL B. COOPER
15 MAYOR
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19 Received from the Mayor on the 7th day of June, 2012, at 11:00
20 o'clock A.M.
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22 Bonnie D. Champagne
23 BONNIE D. CHAMPAGNE
24 CLERK TO THE COUNCIL
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LEASE

FROM: JCR RENTALS, LLC
TO: CITY OF COVINGTON

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. TAMMANY

JCR RENTALS, LLC, a Louisiana limited liability company appearing herein through Rene Cox, its manager, whose mailing address is 1728 S. Adams Street, Covington, La. 70433, (hereinafter referred to as Lessor) hereby leases to the City of Covington, a Louisiana municipality, appearing herein through Mayor Michael B. Cooper, its duly authorized Mayor, whose mailing address is 317 N. Jefferson Ave., Covington, La. 70433 (Hereinafter referred to as Lessee) the following premises:

215 E. Kirkland Street, Covington, La. 70433

I.

This lease is for a term of four (4) years, commencing June 15, 2012 and ending June 14, 2016, for and in consideration of the covenants herein contained and a monthly rental of \$975.00 per month, all according to the requirements made in this lease agreement, payable monthly in advance on the fifteenth day of each month during the term of this lease.

Lessee shall have one option to renew this lease.

The option shall be for four years, commencing June 15, 2016 through June 14, 2020 for a monthly rental of \$1,050.00 per month, all other terms and conditions of the lease to remain the same.

In order to exercise the option to renew, Lessee shall send notice to Lessor, at lessor's address by registered or certified mail, advising Lessor of Lessee's intent to renew, at least 90 days prior to the end of the existing term.

Said rent is to be payable at Lessor's address at 128 S. Adams Street, Covington, La. 70433 or such other address as may be supplied by Lessor in writing to Lessee.

II.

Lessor shall maintain fire insurance in force for any improvements placed on the premises. Lessee shall obtain any contents insurance it deems necessary.

III.

The net rental hereinabove fixed for the respective periods above mentioned means that in addition to the said amounts of actual rental, 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 their officers and agents. Lessee agrees to keep in full force and effect a Public Liability Policy with limits of \$500,000.00 as minimum limits.

IV.

Lessee shall procure for his own account and shall pay the cost of all bills rendered to it for water, gas, electrical power and fuel consumed in or on the premises. Lessor shall pay all property taxes.

V.

Lessor will have no responsibility for repair, maintenance or upkeep of any improvements, whatsoever, except the roof and foundation.

Lessee shall comply with all laws and ordinances of the State, City, Board of Health and other public bodies, now in force or which may hereafter be enacted of whatever character, at Lessee's own expense.

VI.

Lessee shall not make any addition or alterations to the premises without written permission of the Lessor. Any additions, alterations or improvements made to the property by the Lessee, no matter how attached, shall become the property of

Lessor at the termination of this lease. Lessee expressly waives all right to compensation therefore.

VII.

Should Lessee at any time use the leased premises or any portion thereof for any illegal or unlawful purpose, or commit, or permit, or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States or the State of Louisiana, or and ordinance of this Parish, Lessor shall have the option either at once demand the entire rent for the whole term or to immediately cancel this lease without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by Lessor.

VIII.

In the event of total destruction of the leased premises by fire, storm or any other cause, this lease shall be automatically terminated and Lessee shall be reimbursed on a pro-rata basis on the amount of the advanced rental payment from the date of the destruction until the end of the rental payment period. The term "total destruction" as used herein shall mean that the premises are no longer suitable for the purpose for which it was then being used, as determined solely by the Lessor.

IX.

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 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.

X.

Lessee is bound not to do or suffer any act to be done or omitted, which would forfeit the insurance, or increase the rate thereof, on any property of Lessor or contents thereof, to whomsoever belonging; not to transfer or sublet this lease in whole or in part, without the written consent of Lessor; at the end of this lease to return by actual delivery of the keys, without further notice, possession of the said premises and appurtenances, broom cleaned and free of trash, in like-good order as received, the usual decay, wear and tear only excepted; to replace all broken glass and to remove any and all signs painted or placed in or upon the leased premises before leaving. Lessee also expressly waives any notice to vacate at the expiration of this lease and all legal delays, and hereby confess judgment with costs placing Lessor in possession to be executed at once. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration of this lease, this shall not be construed as a reconduction of this lease.

XI.

Should Lessee at any time violate any of the conditions of this lease, or fail to comply with any of Lessee's obligations hereunder, or fail to pay the rent or utility bills or similar charges punctually at maturity as stipulated, or upon the filing of a bankruptcy, receivership or respite petition by or against a Lessee, or upon Lessee's suspension, failure or insolvency, the rent for the whole unexpired term of this lease shall, without putting Lessee in default, at once become due and exigible, and in any such event, Lessor shall have the option either at once to

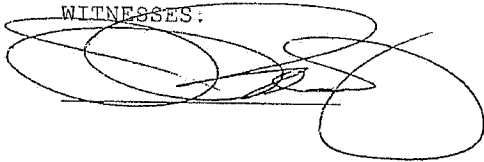
demand the entire rent for the whole term or to immediately cancel this lease without putting Lessee in default; Lessee to remain responsible for all damages or losses suffered by Lessor; Lessee hereby assenting thereto and expressly waiving the legal notice to vacate the premises. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease, regardless of any indulgences or extensions previously granted. Failure to comply with any condition or obligation of this lease will make Lessee liable for any loss or damage sustained by Lessor.

XII.

Should any claim in favor of Lessor upon this lease be placed in the hands of an agent or attorney to give special attention to the enforcement of such claim, whether for monetary amounts or anything else whatsoever, Lessee shall in order to protect Lessor fully against all expenses, pay as fees and compensation to such agent or attorney, an additional sum of twenty-five (25%) per cent of the amount due on such claim or if the claim be not for money then such sum as will constitute a reasonable fee to be fixed by the court, together with all costs, charges and other expenses

Executed at Covington, Louisiana this 14th day of June, 2012.

WITNESSES:



ERIK ABURAK

JCR RENTALS, LLC

Rene Cox
Rene Cox, Manager

CITY OF COVINGTON

Michael B. Cooper
Michael B. Cooper, Mayor