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2000-0447

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 00-10-7

An ordinance to approve and authorize the execution of a Lease with the Louisiana Department of Environmental Quality for an Ambient Air Monitor at the Monsanto Park in Luling. (Lease No.: DEQ-0032)

WHEREAS, the Louisiana Department of Environmental Quality has requested that they be allowed to keep the Ambient Air Monitor at the Monsanto Park in Luling; and,

WHEREAS, the monitor has been placed at the request of the Parish to monitor air quality in the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease by and between the Parish of St. Charles and the State of Louisiana, Department of Environmental Quality is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MINNICH

NAYS: NONE

ABSENT: MARINO

And the ordinance was declared adopted this 9th day of October, 2000, to become effective five (5) days after publication in the Official Journal.

Lease-Ambient Air Monitor

CHAIRMAN: 

Acting SECRETARY: 

DLVD/PARISH PRESIDENT: 10-10-00

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

Acting RETD/SECRETARY: 10-11-00

AT: 3:30 AM RECD BY: NB

L E A S E

STATE OF LOUISIANA

PARISH OF ST. CHARLES

The following contract of lease is made and entered into this 11th day of October, 2000, by and between PARISH OF ST. CHARLES, herein represented by Albert D. Laque, Parish President, hereinafter referred to as "Lessor," and the STATE OF LOUISIANA, DEPARTMENT OF ENVIRONMENTAL QUALITY, herein represented by Thomas C. Bickham, III, Undersecretary, hereinafter referred to as "Lessee."

1.

For the consideration and upon the terms and conditions hereinafter expressed, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of FIVE (5) years, commencing JULY 1, 2000, and ending JUNE 30, 2005, the following described property:

"144 square feet of space located at Monsanto Park (exact location approval needed by Director of Parks and Recreation) in Luling, Louisiana. Section 16, Township 13S, Range 8E. This site is to be used by the Environmental Evaluation Division as an AMBIENT AIR MONITORING SITE. Site name: Luling."

2.

The consideration of this lease is the payment of Lessee to Lessor of the sum of ZERO DOLLARS (\$0.00).

3.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and by assuming possession, Lessee admits that it has examined the lease premises and found them to be in good, safe, and acceptable condition.

4.

Lessee agrees to return the leased premises to Lessor upon termination of this lease in substantially the same condition, except for ordinary wear and tear.

5.

The parties hereto agree that all expenses incurred by Lessor originated changes, renovations or improvements made during the term of the lease shall not be borne by the Lessee.

6.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

7.

Lessee agrees to provide insurance through the State of Louisiana, Office of Risk Management for General Liability, Professional Liability, Products/Completed Operations, Fire Damage, and Personal Injury in the amount of \$5,000,000.00.

8.

It is agreed by both Lessee and Lessor that the Lessee may assign this lease or sublease the premises or any part thereof, provided the Lessor consent in writing - which consent shall not be unreasonably or arbitrarily withheld.

9.

This lease may be terminated by either party after thirty (30) days written notice.

10.

Lessor grants to the Lessee the option to renew this lease at a negotiated price from the end of its term for an additional period of FIVE (5) years on the same terms and conditions, upon giving sixty (60) days written notice prior to the expiration date of this lease.

11.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification of to the Lessee:

LESSOR:

Parish of St. Charles
Parish President
Post Office Box 302
Hahnville, Louisiana 70057

LESSEE:

Department of Environmental Quality
Office of Management & Finance
Post Office Box 82231
Baton Rouge, Louisiana 70884-2231

12.

This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

Any such mortgage shall, however, recognize the validity and continuance of this lease in the event of foreclosure on Lessor's interest or in the event of conveyance in lieu of foreclosure, so long as Lessee shall not be in default under the terms of this lease. Lessee shall not be entitled to enforce the provisions of this lease by offset of rental against a mortgagee, without the prior consent of the mortgagee, its successors or assigns. However, nothing contained in this paragraph shall prevent Lessee from seeking any and all remedies or damages resulting from Lessor's failure or default.

IN WITNESS WHEREOF, the parties hereto have signed their names on the 11th day of October, 2000, in the presence of the undersigned competent witnesses.

WITNESSES:

LESSOR: PARISH OF ST. CHARLES

Valerie R. Berthelot

Sandra H. Miguez

BY: Albert D. Laque
Albert D. Laque, Parish President

THUS DONE AND SIGNED before me in Hahnville this 11th day of October, 2000.

Irma H. Jengue
NOTARY PUBLIC

WITNESSES:

LESSEE: DEPARTMENT OF ENVIRONMENTAL QUALITY

Kate Maloney

Theresa R. Stevens

BY: Thomas C. Bickham III
Thomas C. Bickham, III, Undersecretary

THUS DONE AND SIGNED before me in Baton Rouge this 25th day of October, 2000.

Floyd Blount

NOTARY PUBLIC