

ORD.

**2016-0301**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)**

**ORDINANCE NO.** 16-9-4

An ordinance to accept the execution of a Lease with the St. Charles Parish School Board for storage space at the Eual J. Landry Alternative Center in Hahnville to store equipment for the Department of Parks & Recreation.

**WHEREAS**, on July 15, 2013 the St. Charles Parish Council adopted Ordinance No. 13-7-10 approving a Lease Agreement with the St. Charles Parish School Board for office space at the Eual J. Landry Alternative Center to house the Department of Parks & Recreation; said Lease and the Continuation Agreements have expired; and,

**WHEREAS**, the Parish desires a new Lease, which includes Building C (5,289 square feet) located at 171 Keller Street in Hahnville, which is to be used for recreation equipment storage; and,

**WHEREAS**, it is the desire of the Parish Council to accept said lease.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the executed Lease between the St. Charles Parish School Board and St. Charles Parish for recreation equipment storage at the Eual J. Landry Alternative Center is hereby accepted.

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

YEAS: BENEDETTO, HOGAN, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER  
NAYS: WILSON  
ABSENT: NONE

And the ordinance was declared adopted this 6th day of September, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: *9/29/16*  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: *9/29/16*  
AT: *10:30* RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON September 29, 2016  
AS ENTRY NO. 418397  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 838 FOLIO 313

REFERENCE  
13-7-10  
\_\_\_\_\_  
\_\_\_\_\_  
Prev: 5-6-14, 6-12-7, 9-8-5,  
11-6-5, 12-7-6

St. Charles Parish Public Schools

LEASE

The St. Charles Parish School Board hereafter referred to as Lessor, leases to the St. Charles Parish Council referred to as Lessee, a portion of the premises known as Eual J. Landry Alternative Center for a term of 12 months, beginning on the 1st day of July 2016 and ending on the 30<sup>th</sup> day of June 2017, for and in consideration of a monthly rental in the amount of \$656.72 payable in advance on the 1st day of each month at the School Board's Business Office. The premises leased herein include Building C (5,289 square feet) and it is to be used only for Government purposes. A three-year renewal option is available upon consent of both parties in writing.

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

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

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 on 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 Lessee shall not make any additions or alterations to the premises without written permission of the other. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary for the preservation of the property. 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.

Should any addition or alteration made by the Lessee cause any increase in 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.

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 State Fire Marshal's Office, 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.

Lessor agrees to deliver the premises broom clean and free from trash at the beginning of the lease and Lessee agrees to return same in like condition at the termination of the lease.

No repairs shall be due Lessee by Lessor except to the roof and such as may be rendered necessary by fire or other casualty, not occasioned by Lessee's fault or negligence. Lessee agrees to report in writing to Lessor any damage to the leased premises within twenty-four hours after discovering its happening, and upon his failure to do so, Lessee shall be bound to repair any consequent or resulting damage.

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.

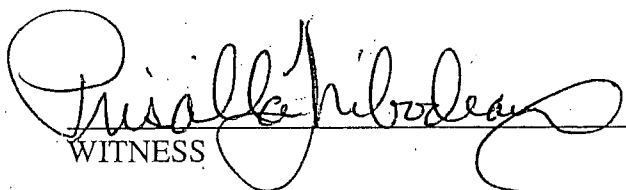
Lessor may renew this Lease for a like term or on a monthly basis at the same rental, but agrees to notify Lessee sixty (60) days before the expiration of this lease for his desire to renew same. Lessee must notify Lessor sixty (60) days prior to vacating the premises.

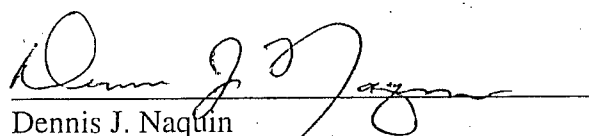
The St. Charles Parish School Board reserves the right to cancel the Lease, if the buildings they are leasing are needed for any other purpose, but agrees to notify Lessee sixty (60) days before cancellation.

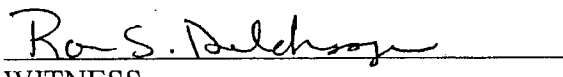
Lessee is not permitted to post any "For Rent" signs, rent, sublet, or grant use or possession of the leased premises without written consent of Lessor and then only in accordance with this lease.

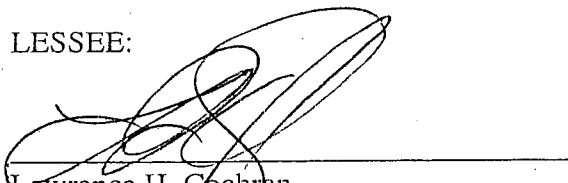
This Contract is subject to termination upon a sixty (60) day notice from the Lessor or Lessee.

The Lessee is responsible for locking the gates and building when the building and parking lot are not in use.

  
WITNESS

LESSOR:  
  
Dennis J. Naquin  
President, St. Charles Parish School Board

  
WITNESS

LESSEE:  
  
Lawrence H. Cochran  
President, St. Charles Parish Council

June 14, 2016  
Date