

Ord.
2006-0251

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

(RIVER PARISHES WORKFORCE INVESTMENT ACT PROGRAM)

ORDINANCE NO. 06-8-7

An ordinance to approve a lease with Monica & Company, LLC to house the River Parishes Workforce Investment Office for St. James Parish.

WHEREAS, the St. Charles Parish is the Administrative Entity for the Workforce Investment Act Program in the River Parishes; and

WHEREAS, the St. James Parish River Parishes Workforce Investment Office is currently located at 2289 Texas Street in Lusher; and

WHEREAS, the current lease, approved by Ordinance No. 01-8-9 adopted on August 20, 2001 expires on August 31, 2006 and the Parish wishes to renew the lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease by and between Monica & Company, LLC and St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute the 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: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 21st day of August, 2006, to become effective five (5) days after publication in the Official Journal.

LEASE - WIA for St. James Parish

CHAIRMAN: *Dorian C. Laque*

SECRETARY: *Shirley Ann Laque*

DLVD/PARISH PRESIDENT: *August 22, 2006*

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: *Albert D. Laque*

RETD/SECRETARY: *August 22, 2006*

AT: *3:52pm*

RECD BY: *CL*

LEASE OF COMMERCIAL PROPERTY

MONICA & COMPANY, LLC, (hereinafter called Lessor) hereby leases to RIVER PARISHES WIA (LWIA #14) (the obligations of all Lessees being in solido) (hereinafter called Lessee), the following described premises:

2289 Texas Street, Litcher, Louisiana, one building, which is approximately 3,240 square feet, situated on a lot measuring approximately 96 ft. x 114 ft. See attached legal description.

This lease is for the term of sixty (60) months, commencing on the 1st day of September, Two Thousand and Six (2006) and ending on the 31st day of August, Two Thousand and Eleven (2011).

This lease is made for 3,240 square feet of interior office space.

The rental fee of \$1,975.20 (one thousand nine hundred, seventy-five dollars and twenty cents) shall be payable monthly, with the first payment due on September 1st, 2006 at 106 Audubon Lane, Mandeville, LA 70471. Beginning September 1st, 2007, 2008, 2009, and 2010 the rental fee shall increase by three per cent (3%) per year, payable monthly and due on the 1st day of each and every succeeding month at 106 Audubon Lane, Mandeville, LA 70471. Lessor may from time to time designate other places for the payment of the rent by written notice to Lessee.

The premises herein leased are to be used only for the following purposes: ST. JAMES PARISH WIA BUSINESS OFFICE AND TRAINING CENTER.

Lessee is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property.

The within leased premises and appurtenances, including the locks, keys, plumbing, and glass, elevator, and heating system, if any, and all other fixtures, are accepted by the Lessee in their present condition, except for such repairs and improvements as are written into this lease, and except such as may be needed to the roof or rendered necessary by fire or other casualty. The Lessee agrees to keep them in the same order as received, during the term of this lease; to pay all bills for water, including water sprinkler service charge, light, gas and other service, and to comply at the Lessee's expense with all ordinances and laws, now existing or to be enacted and at the termination or cancellation of this lease to return the premises broom-clean and free from trash, and in like good order as received by actual delivery of the keys to Lessor or Agent, the usual decay, wear and tear excepted.

If there are any elevators, lifts, machinery, glass or plate glass on premises, the care, maintenance and repairs of same are assumed by Lessee,

together with all liability or claims for damages, and Lessee shall maintain liability insurance to the extent of \$500,000 and plate glass insurance as an additional safeguard.

If there are any switchbacks serving the leased property, the care, maintenance, repairs and franchise charges, if any, are to be assumed by n/a.

Lessee assumes the maintenance of the plumbing, including fixtures, outlets and drains, and the protection and repair of said plumbing, etc., even when injured by freeze. Lessee assumes the maintenance of the air conditioning and lighting equipment.

Should Lessee be unable to obtain possession on date of beginning of lease because of delays of tenants, or if a building is to be constructed and workmen or contractors have not brought building into condition permitting occupancy, or should there be any other delay in granting possession, not caused by the personal fault and design of Lessor, this lease shall not be affected thereby, and Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is deprived of possession.

Should Lessor agree to make improvements to premises, Lessee agrees, if Lessor deems it impossible or impracticable to make improvement agreed upon before possession is given, that Lessor may begin the work on the improvements after Lessee is duly installed in the property, and there shall be no reduction or waiver of any part of the rent because of this work.

Lessee is obligated not to make any additions or alterations whatever to the premises without written permission. All additions, alterations or improvements made by Lessee with or without consent of Lessor, no matter how attached (except movable trade fixtures), must remain the property of Lessor, unless otherwise stipulated herein, Lessee, however, expressly waiving all right to compensation therefore. The Lessor, at his option, may require the building to be replaced in its original condition.

Lessor or agent or workmen shall have the right to enter the premises at any time for the purpose of making repairs necessary for the preservation of the property.

Lessee assumes responsibility for the condition of the premises and 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, except in the case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having received written notice by Lessee of such defects and the damage caused thereby. Should Lessee fail to promptly so notify

Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties.

Lessee is obligated not to display in, on, or above the leased premises any sign or decoration, the nature of which, in the judgment of Lessor is dangerous, unsightly or detrimental to the property. Lessee is prohibited from painting any signs on the leased property without the written consent of Lessor, and Lessee is obligated to promptly remove at or before the expiration of this lease, any and all signs painted or placed in or upon any part of the leased premises, to Lessor's satisfaction and Lessee is obligated to pay the cost of said removal, plus Agent's or Attorney's fees, in event of failure to carry out this obligation.

Lessor also reserves the right to keep posted on the premises signs "For Sale" or "By Auction" at any time during the term of this lease, and also cards "For Rent" during the 120 days preceding the expiration of this lease; and Lessee must allow parties authorized by Lessor or Agent to visit the premises in view or buying during the term of this lease and in view of renting for 120 days prior to expiration, from 10:00 a.m. to 5:00 p.m.

In the event of the Lessee being absent from the premises, Lessor or his Agent shall be notified in writing where keys may be had in order that the premises may be shown to prospective tenants or purchasers. In case of the failure of the Lessee to comply with the foregoing conditions, or should Lessee not permit the posting of signs or allow prospective tenants or purchasers to inspect the property, as provided herein, Lessor has the option to consider this leased renewed for one year under the same terms and conditions, or may hold Lessee responsible for damages, and Lessor or Agent has the further option to enter the premises by any means, without responsibility to Lessee for any loss or damage resulting there from.

Should the premises be vacated or abandoned by Lessee because of ejectment for breach hereof, or otherwise, or should the Lessee begin to remove personal property or goods to the prejudice of the Lessor's lien, then the rent for the unexpired term, with Attorney's fees, shall at once become due and eligible, and Lessor, at his option, has the right to cancel the lease, or re-enter and let said premises for such price and on such terms as may be immediately obtainable and apply the net amount realized to the payment of the rent.

At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, he consents to pay any and all damages, but in no case less than five times the rent per day, with attorney's fees, costs, etc. Lessee also expressly waives any notice to vacate at the expiration or termination of this lease and all legal delays, and hereby confesses judgment with costs placing Lessor in possession to be executed at once. Should Lessor allow or permit Lessee to remain the

leased premises after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

Lessee is obligated to put nothing in the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken whether authorized or unauthorized under the lease by Lessee increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Lessee is obligated to pay such increased rate of insurance on building and all contents. Should the Lessee's occupancy or business render the Lessor unable to secure proper insurance, then Lessee hereby grants to Lessor the option of canceling this lease, Lessee waiving all delays, and agreeing to surrender possession at once, if notified by Lessor to do so. Lessee is obligated to notify Lessor or Lessor's Agent, in writing, any time the leased premises will be unoccupied, so that necessary vacancy permits may be obtained from Lessor's insurers, and failure to comply with this condition will make Lessee liable for any loss or damage sustained by Lessor.

Lessee is not permitted to rent or sub-let or grant use or possession of the premises to any other party without the written consent of the Lessor, and then only in accordance with the terms of this lease. Should Lessee desire to sub-let, permission must be obtained in writing through Lessor or Agent and such sub-lease shall be handled by Lessor's Agent at expense of the herein Lessee.

No auction, sales, or any sales of furniture, fixtures, etc. shall be conducted on the premises without the written consent of the Lessor or Agent.

Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of premises for the purpose for which they are rented, or fail to pay the rent, water bill, or other expenses assumed under this lease, punctually at maturity, as stipulated; or upon the adjudication of Lessee in bankruptcy, the appointment of a receiver for Lessee, or the filing of a bankruptcy, receivership or respite petition by the Lessee; or upon Lessee's suspension, failure or insolvency; and should such violation continue for a period of n/a days after written notice has been given Lessee, then, at the option of the Lessor, the rent for the whole unexpired term of this lease shall at once become due and eligible; and Lessor shall have the further option to at once demand the entire rent for the whole term, or to immediately cancel this lease, or to proceed for past due installments only, reserving its right to later proceed for the remaining installments, all without putting Lessee in default. Lessee is to remain responsible for all damages or losses suffered by Lessor, Lessee hereby assenting thereto and expressly waiving the legal notices to vacate the premises. Should an Agent or Attorney be employed to give special attention to the enforcement or protection of any claim of Lessor arising from this lease, Lessee shall pay, as fees and compensation to such Agent or Attorney an additional sum of ten percent of the amount of such claim, the minimum fee, however, to be

\$25.00, or if the claim be not for money, then such sum as will constitute a reasonable fee, together with all costs, charges and expenses.

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. The receiving by Lessor, or Lessor's representative of any rent in arrears, or after notice or institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice of suit, or of any of the rights of Lessor.

If through no fault, neglect, or design or Lessee, the premises are destroyed by fire or other casualty or damaged to such an extent as to render them wholly unfit for occupancy, then this lease shall be cancelled. If, however, the premises can be repaired within 120 days from date of fire or casualty, then this lease shall not be cancelled, and Lessor shall notify Lessee within 30 days from date of fire or casualty that Lessor will repair the damage, and Lessee shall be entitled only to such a reduction or remission of rent as shall be just and proportionate.

Wherever there is conflict in this lease between the printed clauses and the specially written or typewritten clauses of this lease, the specially written or typewritten clauses shall apply.

Any notices, demands or citations under this lease, may be served personally on Lessee or by mail addressed to Lessee at the within leased premises.

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of the law, but in reference to matter not provided herein, this lease shall be governed by the ordinances of the Parish of St. Charles and the laws of the State of Louisiana.

In the event that funds shall not be appropriated and shall not otherwise be available for any fiscal period of St. Charles Parish WIA Area #14, following its current fiscal year, for the lease of the offices and training space within St. James Parish (RIVER PARISHES WIA AREA #14) may terminate this lease as of the last day for which funds were appropriated, by giving thirty (30) days prior written notice of termination.

STATE OF LOUISIANA
PARISH OF ST. CHARLES


On this 26th day of August, 2006, before me, the undersigned authority, personally came and appeared ALBERT D. LAQUE, PARISH PRESIDENT, who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of PARISH PRESIDENT, and by act of the St. Charles Parish Council.



ALBERT D. LAQUE
PARISH PRESIDENT

IN TESTIMONY WHEREOF, I have set my hand and seal in the City of Hahnville, State of Louisiana.

Commission expires on death.


NOTARY PUBLIC
LSBA #11408

STATE OF LOUISIANA
PARISH OF ST. CHARLES

On this 7th day of September, 2006, before me, the undersigned authority, personally came and appeared RONALD A. MONICA, doing business as MONICA & COMPANY, LLC., who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of OWNER.


MONICA & COMPANY, LLC.

By: RONALD A. MONICA, OWNER

IN TESTIMONY WHEREOF, I have set my hand and seal in the City of Mandeville, State of Louisiana.

Commission expires on death.


NOTARY PUBLIC

PAUL D. REES
NOTARY PUBLIC
STATE OF LOUISIANA
LA. BAR # 19266
MY COMMISSION IS ISSUED FOR LIFE