

*Ord.*

**2009-0080**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT**

**ORDINANCE NO. 09-3-16**

An ordinance to approve and authorize the execution of a Lease with Veda Jackson, Trustee for the Norco Branch of the Public Library.

**WHEREAS,** St. Charles Parish Council adopted Ordinance No. 03-2-3 on February 3, 2003, approving a Lease with Charles and Veda Jackson for a facility to house the Norco Branch of the Public Library; and,

**WHEREAS,** the Library has proposed a new Lease be entered into for a five (5) year period with a five (5) year renewal option; and,

**WHEREAS,** it is the desire of the Parish Council to honor this request and approve the new Lease.

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

**SECTION I.** That the Lease with Veda Jackson, Trustee is hereby approved.

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

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, BENEDETTO, HOGAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: TASTET, COCHRAN

And the ordinance was declared adopted this 16th day of March, 2009, to become effective five (5) days after publication in the Official Journal.

Lease - Charles and Veda Jackson - Norco Library 09

CHAIRMAN: *[Signature]*

SECRETARY: *Bashara Jacob Tucker*

DLVD/PARISH PRESIDENT: March 17, 2009

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: March 18, 2009

AT: 9:00 AM RECD BY: *[Signature]*

STATE OF LOUISIANA

PARISH OF ST. CHARLES

This contract of lease is made by and between:

VEDA JACKSON, TRUSTEE, persons of the full age of majority and residents of the Parish of St. Charles, State of Louisiana, hereinafter referred to as "LESSOR" and

ST. CHARLES PARISH, herein represented by V.J. St. Pierre, its President, by virtue of and pursuant to a resolution of said Parish Council, a copy thereof being annexed hereto and made a part hereof for reference, hereinafter referred to as "LESSEE".

WITNESSETH:

That for and in consideration of and on the terms and conditions hereinafter set forth, the parties hereto stipulate and agree to as follows:

That said Lessor does by these presents lease and let unto said Lessee, St. Charles Parish, for the specific purpose outlined hereinafter the following described property, to-wit:

A certain portion of a building presently owned by Lessor measuring approximately 3,000 square feet outside dimension, and situated on property owned by Lessor at 197 Good Hope Street in Norco.

It is agreed and understood by the parties hereto that the portion of the building herein described is leased to the Lessee for the specific purpose of operating and maintaining a Public Library, the use of said premises for any commercial enterprise or for anything other than a Public Library is specifically prohibited.

This lease is to be for a term of (5) years commencing on the 15<sup>th</sup> day of March, 2009, and terminating at midnight on the 14<sup>th</sup> day of March, 2014, unless renewed in accordance with the renewal and option agreement contained herein.

Lessor hereby grants unto Lessee the right and option to renew and lease this for an additional period of five (5) years at a newly negotiated rate not to exceed 25% more than the original rate by Lessee depositing by registered mail a letter addressed to Lessor's last known address at Norco, Louisiana, at least thirty (30) days prior to the expiration of said lease of its intention to exercise the right and option to renew this lease. The failure by Lessee to comply with this provision shall cancel said option and render the same null and void.

Lessee covenants, stipulates and agrees to pay to the Lessor rental for the hereinabove described property as follows, to-wit:

A monthly rental of \$750.00 per month, payable in advance on the first day of each month commencing on March 1, 2009 and monthly thereafter until the termination of said lease or any renewal thereof.

The Lessors are to pay all taxes, general and commercial on the property in this lease, and are to keep same in good repair during this leasehold.

The Lessee agrees to replace any plate glass or window glass broken through negligence or carelessness of tenant or any of its patrons.

The Lessee agrees to use the premises for lawful purposes as described above and only for said purpose, and it will not keep on the premises any explosives or other materials that will violate the standards of any fire insurance company.

Lessee is to pay for the electricity and/or any other public facilities or conveniences that it may deem necessary in the operation of said Library.

It is further agreed and understood by and between the parties hereto that the Lessee shall not have the right to sublease the herein leased premises without first obtaining the written consent of the Lessors.

Lessors hereby grant to Lessee, its employees and/or patrons the right and privilege to use the accommodations of the entire rooms contained in said leased premises.

The failure of the Lessee to pay any two (2) successive monthly rental installments shall automatically mature all of the remaining rental installments for that year and same shall become due and payable. Lessee agrees that should it become necessary for Lessors to employ an attorney-at-law to enforce collections of rental and/or for the cancellation of said lease. Lessee agrees to pay for said services and attorney's fees in the amount of 20 per cent of the amount of rental and/or sum, provided that in no case shall said fee be less than \$25.00.

The Lessors shall pay all of the taxes, general and special on the real estate covered on this lease. The Lessee is to pay for any and all taxes or assessments made to the equipment and contents of said building placed therein by them.

The Lessors are responsible for all major repairs involving the heating and cooling plant, provided said repairs are not caused by the negligence or failure on the part of the Lessee to properly maintain the plant.

It is further agreed and understood that the rights, benefits and liabilities of the parties hereto inure in, extend and be binding upon the grantee, heirs, devices or assigns of the parties hereto.

IN WITNESS WHEREOF, that the parties subscribed their signatures to these presents in the presence of the undersigned competent witnesses, at Hahnville, St. Charles Parish this 18<sup>th</sup> day of March, 2009.

Veda Jackson, Trustee  
Veda Jackson, Trustee

WITNESSES:

Barbara Jacob Tucker

Valerie Barthelot

ST. CHARLES PARISH

V.J. St. Pierre

V.J. St. Pierre, President