

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER KRELLER; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER

ORDINANCE NO. 23-20

AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE COMMERCIAL LEASE FOR THE MANDEVILLE DEPARTMENT OF MOTOR VEHICLES OFFICE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, pursuant to Ordinance 21-09, the City of Mandeville (the “City”) originally leased from Sunlight Causeway, LLC (“Lessor”) the below described property (hereinafter, the “Leased Premises”) to be utilized by the City of Mandeville for its Mandeville Office of Motor Vehicles, pursuant to a Lease Agreement originally made between the City of Mandeville, as tenant, and Sunlight Causeway, LLC, as lessor, executed as of April 14, 2021 (the “Lease”):

“1715 North Causeway Blvd., Mandeville, Louisiana, premises consist of an area approximately 3336 square feet of office space and seventy (70) parking spaces which is attached hereto and made a part hereof.”

WHEREAS, said Lease has a term of five years with the option to renew until April 30, 2026;

WHEREAS, since the execution of the aforementioned Lease, Sunlight Causeway, LLC has sold its interest in the property to Causeway Place, LLC, and the lease was subsequently amended in April 2022 to reflect the change in ownership;

WHEREAS, the City of Mandeville desires to continue to use the property for the Mandeville Office of Motor Vehicles and to amend the Lease to reflect another recent change in ownership interest with the current owner of the property, Beacon Lighthouse Properties, LLC- Causeway Plaza, all as is set forth in that certain Second Amendment to the Commercial Lease (the “Amendment”), by and between the City and Beacon Lighthouse Properties, LLC- Causeway Plaza, as attached as Exhibit 1 hereto; and

WHEREAS, the City Council finds that the provisions of the Second Amendment, as attached (including its attachments) and incorporated herein by reference as if fully set out, are in the best interest of the City and the health, safety, and welfare of its residents, and in accord with public purposes.

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Mandeville hereby authorized execution, on behalf of the City of Mandeville, of the Second Amendment, and to execute any and all other instruments and to take such other action as is necessary to effectuate the terms of the Lease and to carry out the purposes of the Amendment, as amended.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon the signature of the Mayor; and

BE IT FURTHER ORDAINED that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ___ day of _____, 2023

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ___ day of _____, 2023 at _____ o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ___ day of _____, 2023 at _____ o'clock a.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ___ day of _____, 2023, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of ____ 2023, at _____ o'clock a.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 2023.

Kristine Scherer, **CLERK OF COUNCIL**

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

STATE OF LOUISIANA

This FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "First Amendment") is being entered into effective as of May 1, 2023, by and between **BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA** (hereinafter referred to as the "Lessor"), a Louisiana limited liability company, and **CITY OF MANDEVILLE** (hereinafter referred to as the "City" or "Tenant"), a municipal corporation of the State of Louisiana, with reference to the following facts, each of which the parties agree is true:

- A. Lessor's predecessor-in-interest, Causeway Place, LLC, a Louisiana limited liability company, and the City of Mandeville entered into a Lease dated April 26, 2022, a copy of which is attached hereto as "**Exhibit A**" and incorporated herein by this reference (the "Lease"), pursuant to which the City leased that certain premises owned by Lessor's predecessor-in-interest located at 1715 N. Causeway Blvd., Mandeville, Louisiana 70471 (the "Leased Premises"), the commencement date of which was May 1, 2021.
- B. A transfer of interest by sale was completed for the Leased Premises on May 1, 2023. Said sale transferred the legal ownership of the property from Causeway Place, LLC to Beacon Lighthouse Properties, LLC- Causeway Plaza.
- C. Tenant has been duly authorized to execute and deliver this Agreement under the terms and provisions of the ordinance or resolution of its governing body, attached hereto as "**Exhibit B**", and by other appropriate official approval, and further represents and warrants that all requirements have been met, and procedures have occurred in order to insure the enforceability of this Agreement, and Tenant has complied with such requirements as may be applicable to this Agreement.
- D. Beacon Lighthouse Properties, LLC- Causeway Plaza, by its signature below acknowledges and accepts all the obligations, terms and conditions of the Lease Agreement between Causeway Place, LLC and the City of Mandeville, for the remaining terms of the lease agreement. The City of Mandeville, by its signature below, likewise acknowledges and accepts the same.
- E. Lessor and Tenant desire to enter into this Second Amendment for the purpose of modifying the Lease in certain respects to reflect change in ownership as hereinafter provided.

NOW, THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2023, as follows:

1. **Definitions.** All capitalized terms used herein and are not otherwise defined herein shall have the same meaning assigned thereto as in the Lease.
2. **Ownership.** The Lease is hereby amended to show the following Change of Ownership:

New Owner:

Michael D. Haydel
Beacon Lighthouse Properties, LLC- Causeway Plaza
511 S. Jahncke Ave.
Covington, Louisiana 70433

3. **Payment.** The heading titled "**PLACE OF PAYMENTS**" of this lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

Commencing on May 1, 2021, rental payments shall be made as payable to **Beacon Lighthouse Properties, LLC- Causeway Plaza** through Check payable to Beacon Lighthouse Properties, LLC at 511 S. Jahncke Ave, Covington Louisiana 70433;

4. **Full Force and Effect.** Except as expressly modified hereby, the remaining terms and conditions of the Lease shall remain valid and effective as presently written. The terms

and provisions of this Second Amendment shall control to the extent of any inconsistencies between this Second Amendment and the Lease.

5. Miscellaneous.

- (a) Headings. The headings, captions, and arrangements used herein are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms hereof nor affect the meaning thereof.
- (b) Governing Law. This Second Amendment and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 22nd Judicial District Courts located in the Parish of St. Tammany, in the State of Louisiana, in the event of any legal proceedings in connection with this Agreement. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and are familiar with all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency.
- (c) Invalid Provisions. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (d) Enforceability. This document is enforceable in accordance with its terms immediately upon execution hereof by both parties, notwithstanding that most obligations, right and duties are performable from and after the Effective Date.
- (e) Entire Agreement; Acknowledgment of Amendment. Lessor and Tenant mutually acknowledge that this amendment to the Lease Agreement is the sole amendment to the Lease and all other terms and conditions contained therein remain in effect. The terms of this Agreement may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- (f) Affidavit. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and understand all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency and are executing the same willingly and voluntarily of its own volition.

[The remainder of this page is intentionally left blank.]

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

THIS LEASE AMENDMENT is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the _____, day of _____, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

CITY OF MANDEVILLE

Signature: _____

Printed: _____

Title: _____

Witness:

Signature: _____

Printed: _____

THIS LEASE AMENDMENT is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the _____, day of _____, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA

Signature: _____

Michael Haydel, Sole Member/Manager

Witness:

Signature: _____

Printed: _____

[EXHIBIT "A" and "B" CONTAINED ON THE FOLLOWING PAGES]