



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbp.net

#21

Guy McInnis
*Councilman
at Large*

George Cavignac
*Councilman
at Large*

Ray Lauga, Jr.
*Councilman
District A*

Nathan Gorbaty
*Councilman
District B*

Richard "Richie" Lewis
*Councilman
District C*

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE OLD BEAUREGARD COURTHOUSE, 1201 BAYOU ROAD, ST. BERNARD, LOUISIANA ON TUESDAY, JANUARY 6, 2015 AT SEVEN O'CLOCK P.M.

On motion of Mr. Hunnicutt, seconded by Mr. Gorbaty, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #1600-01-15

Summary No. 3184

Introduced by: Administration on 12/16/14

Public hearing held on 1/6/15

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO LEASE PARISH PROPERTY LOCATED AT 3016 GALLO DRIVE, CHALMETTE LOUISIANA 70043, FOR A NEIGHBORHOOD PARK.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

WHEREAS, the St. Bernard Parish Council authorizes and approves the Parish President to enter into a lease for the above described properties; and,

WHEREAS, the draft lease agreement is Exhibit A attached hereto; and,

WHEREAS, the St. Bernard Parish Council intends to lease these properties in compliance with state law; and,

WHEREAS, the purpose of this Land Use/Lease Agreement is to authorize the Lessee to utilize the Property as a non-profit, public Neighborhood Park.

SECTION 1. St. Bernard Parish Council the governing authority for St. Bernard parish does hereby authorize the parish president to enter into a lease agreement for 3016 Gallo Drive, Chalmette Louisiana 70043.

SECTION 2. The President of St. Bernard Parish Government is hereby authorized to execute any documents necessary to lease the property 3016 Gallo Drive, Chalmette Louisiana 70043 in compliance with state law.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.



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Page -2-
Extract #21 continued
January 6, 2015

The above and foregoing having been submitted to a vote, the vote there upon resulted as follows:

YEAS: Lauga, Gorbaty, Hunnicutt, Montelongo

NAYS: None

ABSENT: Lewis, McInnis

The Council Chair, Mr. Cavignac, cast his vote as **YEA**.

And the motion was declared **adopted** on the 6th day of January, 2015.


ROXANNE ADAMS
CLERK OF COUNCIL


GEORGE CAVIGNAC
COUNCIL CHAIR

Delivered to the Parish President

1/7/15 2:28 pm
Date and Time

Approved

Vetoed

Parish President


David E. Peralta

Returned to Clerk of the Council

1/7/15 2:38 pm
Date and Time

Received by



LAND USE/ LEASE AGREEMENT

THIS LAND USE AGREEMENT is made and entered into this ___ day of _____ 2014 by and between St. Bernard Parish Government (“Owner”), whose address is 8201 West Judge Perez Drive, Chalmette, Louisiana 70043, and Rediscover District C Inc., for the use and benefit of property owned by St Bernard Parish Government located at 3016 Gallo Drive, Chalmette, LA 70043.

WITNESSTH:

WHEREAS, Owner owns certain real property (“the Property”) located in St. Bernard Parish, Louisiana, and more particularly the lot bearing municipal address 3016 Gallo Drive in Chalmette, LA described in Exhibit A, which is incorporated herein; and

WHEREAS, the purpose of this Land Use/Lease Agreement is to authorize the Lessee to utilize the Property as a non-profit, public Neighborhood Park.

THEREFORE, Lessee agrees it has inspected the Property and agrees that it is in satisfactory condition and that Lessee takes the Property “as-is”; that it will lease the property for One Dollar (\$1.00) per year, and agrees as follows:

- 1) Pursuant to this Agreement, Lessee shall be solely responsible for care, maintenance, upkeep, management and repairs of the Property.
- 2) Any construction or installation of any equipment, park benches, recreational equipment, irrigation equipment on the Property must be pre-approved by Owner in writing.
- 3) Owner shall have the right to post appropriate signs or boundary markers on the Property and to ensure public access to and on the Property.
- 4) Lessee agrees that at the expiration of this Agreement, unless an extension of the use of the Property is granted, it agrees to deliver the Property to the owner with all improvements made thereon.
- 5) Lessee agrees that Owner shall not be required to make any repairs upon the Property unless so stipulated and agreed upon in writing.
- 6) Owner does not convey to Lessee the right to lease or sublease any part of the Property or to assign this Agreement to any person, unless prior approval is obtained from Owner.
- 7) This Agreement shall run with the Property. The terms of this Agreement shall be binding upon the heirs, executors, administrators and successors of both Owner and Lessee in like manner as upon the original parties.

- 8) This Agreement does not give rise to a partnership and neither party shall have the authority to bind the other without written consent and neither party shall be liable for debts or obligations incurred by the other without written consent.
- 9) All activities under or in connection with this Agreement shall be performed in full compliance with all applicable laws, regulations and orders, and in accordance with all permits, licenses, certificates or approvals issued or required thereby.
- 10) Owner agrees to install one water meter on the property.
- 11) Any party to this Agreement may terminate this Agreement for any reason by giving thirty (30) days advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
- 12) Lessee acknowledges that federal Community Block Development Grant Funds were used to acquire this property and agrees to abide by any regulations applicable thereto. Lessee specifically agrees not to violate any federal, state, or local laws and regulations, including but not limited to discrimination laws and regulations. Should Lessee violate any applicable federal, state, or local laws or regulations, Owner shall have the right to immediately terminate this agreement by providing written notice to Lessee.
- 13) Owner and Lessee hereby expressly acknowledge that (a) each has had ample time to review the terms and conditions of this Agreement; (b) each fully understands the obligations and responsibilities imposed upon it hereby; (c) such obligations are material to this Agreement; and (d) Owner has made no representations other than those expressly set forth herein.
- 14) This Agreement shall become effective on the date of signature and shall remain effective for a period of two years, unless it is earlier revoked.
- 15) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- 16) All notices, reports, consents and other written communications between the parties shall be made to the parties at their respective addresses as set out in this Agreement.
- 17) Each of the individuals executing this Agreement on behalf of Owner or Lessee represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.
- 18) This Agreement and any and all exhibits constitute the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other

agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

19) Nothing in this Agreement shall be deemed a waiver of any limitation of liability or defenses under Louisiana statutes or other provisions of law.

20) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ST. BERNARD PARISH GOVERNMENT

By: _____
DAVID E. PERALTA
Its President

Date: _____

REDISCOVER DISTRICT C, INC.

By: _____

Its _____

Date: _____

EXHIBIT A

A CERTAIN LOT OF GROUND, together with all the rights, ways, privileges, servitudes, advantages thereunto belonging or in anyway appertaining, situated in the Parish of St. Bernard, State of Louisiana, on the East Bank of the Mississippi River, forming part of the Corinne Plantation, being part of Lot No. 3 on a plan of A.C. Bell, C.E. on July 11, 1893 and annexed to the margin in the Act of Sale to Jules Meraux, executed before Charles T. Soniat, late Notary Public in this City, on January 1894, and according to a plan of survey of Eugene I. Estopinal, C.E. of Gallo Drive Extension, approved by the Police Jury of the Parish of St. Bernard on November 24, 1970, and registered in C.O.B. 108, folio 204, said lot is designated by the No. 97 and is bounded by Gallo Drive, Wisconsin Street, Missouri Street and the Right of Way Creole Gas Line, and measures 122.37 feet on Gallon Drive, with a width in the rear of 71.11 feet, by a depth on the side line of Lot 95 of 71.2 feet, and a depth on the line of Missouri Street, of which it forms the corner, of 87.73 feet; and said portion of ground has the same designation, boundaries and measurements as above set forth according to a survey by Eugene I. Estopinal, C.E., dated March 9, 1972.

Property Address: 3016 Gallo Drive, Chalmette, LA 70043