



St. Bernard Parish Council

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

#19

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
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 BOARD ROOM OF THE ST. BERNARD PARISH SCHOOL BOARD OFFICE, LOCATED AT 200 EAST ST. BERNARD HIGHWAY, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 1, 2019 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2201-10-19

Summary No. 3756

Introduced by: Administration on 9/17/19
Public Hearing held on 10/1/19

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ACCEPT THE DONATION OF A PORTION OF LOT 4 OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER FROM J & A MERAUX, INC. AND TO EXECUTE ANY NECESSARY DOCUMENTS FOR THE DONATION, INCLUDING THE MERAUX FOUNDATION ACKNOWLEDGEMENT AGREEMENT.

WHEREAS, J & A Meraux, Inc. wishes to donate a portion of a portion of Lot 4 of Section 25, Township 12 South, Range 12 East, Southeastern Land District, East of the Mississippi River, St., Bernard Parish, LA, to St. Bernard Parish Government for the purposes of building a St. Bernard Parish Welcome Center;

WHEREAS, it is in the best interest of St. Bernard Parish to accept this donation.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The properties described as a portion of a portion of Lot 4 of Section 25, Township 12 South, Range 12 East, Southeastern Land District, East of the Mississippi River, St., Bernard Parish, LA, are fully described in the Act of Donation, which is attached hereto as Exhibit A. These properties will be referred to hereinafter in this ordinance as "THE PROPERTIES".

SECTION 2. The St. Bernard Parish Council hereby authorizes the Parish President to accept the donation of THE PROPERTIES, from J & A Meraux, Inc. and to execute the Act of Donation (Exhibit A) and any necessary documents necessary to effectuate the donation, including the Meraux Foundation Acknowledgement Agreement (Exhibit B).



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Extract #19 continued
October 1, 2019

Richard "Richie" Lewis
Councilmember
at Large

Gillis McCloskey
Councilmember
District A

Nathan Gorbaty
Councilmember
District B

Howard Luna
Councilmember
District C

Wanda Alcon
Councilmember
District D

Manuel "Monty" Montelongo III
Councilmember
District E

Roxanne Adams
Clerk of Council

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.

SECTION 4. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

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

YEAS: McCloskey, Gorbaty, Alcon, Montelongo

NAYS: None

ABSENT: Luna, Callais

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

And the motion was declared **adopted** on the 1st day of October, 2019.



ROXANNE ADAMS
CLERK OF COUNCIL



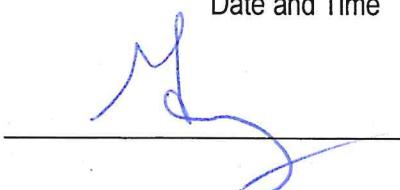
RICHARD "RICHIE" LEWIS
COUNCIL CHAIR

Delivered to the Parish President

10/3/2019 9:30am

Date and Time

Received by





St. Bernard Parish Council

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Extract #19 continued
October 1, 2019

Kerri Callais
Councilmember
at Large

Richard "Richie" Lewis
Councilmember
at Large

Approved

Vetoed

Guy McInnis

Gillis McCloskey
Councilmember
District A

Parish President

Nathan Gorbaty
Councilmember
District B

Returned to Clerk of the Council

10/3/2019 9:25am

Date and Time

Received by

Wanda Alcon
Councilmember
District D

Manuel "Monty" Montelongo III
Councilmember
District E

Roxanne Adams
Clerk of Council

STATE OF LOUISIANA

PARISH OF ST. BERNARD

ACT OF DONATION

BE IT KNOWN, That on the day and dates hereinafter provided;

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified in and for the State and the Parish hereinafter provided, and in the presence of the undersigned witnesses, personally came and appeared:

J & A Meraux, Inc., a business corporation organized under the laws of the State of Louisiana, whose address is 5128 East St. Bernard Highway, Violet, Louisiana 70092, appearing herein by and through Rita O. Gue, its President and duly authorized representative (the "Donor")

and

ST. BERNARD PARISH GOVERNMENT, a political subdivision of the State of Louisiana organized pursuant to and in accordance with La.R.S. 46:1051, et. Seq., whose address is 8201 W. Judge Perez Dr., Chalmette, LA 70043, appearing herein by and through its President Guy McInnis and duly authorized representative (the "Donee").

who declared unto me, Notary, that:

WHEREAS, the Donor desires to donate its interest in the Property (as hereinafter defined) to Donee for use as a welcome center for St. Bernard Parish, to serve a charitable purpose subject to the terms and conditions set forth in this Act of Donation; and

WHEREAS, the Donee desires to accept the Donor's donation of its interest in the Property, subject to the terms and conditions set forth in this Act of Donation; and

NOW THEREFORE, in consideration of the foregoing and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows;

1. **Donation**. Donor by these presents hereby irrevocably donates, conveys, transfers, sets over and delivers to Donee, subject to the stipulation set forth hereafter, all of Donor's right, title and interest in and to the property more fully described in Exhibit "A", attached hereto and made a part hereof, together with all fixtures and all other component parts appurtenant to any of the foregoing and further including all rights, ways, privileges, servitudes, appurtenances and advantages thereupon belonging (the "Property").

TO HAVE AND TO HOLD the Property unto Donee, its successors and assigns,

in full ownership forever free from any lien, mortgage, privilege, or encumbrance.

THE PROPERTY conveyed herein is being donated “as is, where is”, without any warranty whatsoever with respect to the condition of the Property or any of its component parts, and without any warranty whatsoever with respect to fitness of the Property for any particular or general use or purpose, soil conditions, zoning or other use restrictions, or any environmental matters. Donee has inspected the Property and is satisfied with its current conditions. Donor and Donee jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of the transaction and the same would not otherwise have been entered into or consummated.

2. Acceptance. Donee hereby accepts Donor's donation of the Property to Donee.
3. Reservation of Mineral Rights. Donor reserves unto itself, its successors and assigns, and excepts from this Act of Donation, all of the oil, gas, and other minerals in, under and which may be produced from the Property, it being understood, however, that Donor, its successors and assigns, shall have the right to produce oil, gas and other minerals in, under and from the Property by the use of directional drilling methods only, provided, however that said directional drilling has no adverse impact on the improvements to be constructed on the Property; and thus Donor hereby waives services rights. Further, this Act of Donation is subject to any and all existing oil, gas and mineral leased.
4. Use. The parties hereto agree that the property is to be used for the construction of a Welcome Center specifically for public use, as well as construction of permanent parking area.

If the Donee fails to use the donated property for the express purposes for which this Donation is made by Donor, Donor shall have the right to demand the return of the donated property pursuant to La. Civ. C. articles 1532 and 1533, as amended, free of any alienations, leased or encumbrances made by Donee or its successors after the Donation. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

5. The parties hereto waive the production of tax, mortgage, conveyance and other certificates and relieve and release me, Notary from any and all responsibility and/or liability in connection therewith.
6. The parties hereto agree and acknowledge that the undersigned Notary has not been required to examine title to the Property conveyed herein, or render an opinion of title with respect thereto, and hereby relieve and release the undersigned Notary from any and all responsibility or liability in connection therewith.

7. Each person signing this Act of Donation warrants that he/she has full authority to do so and further if the party executes this Act of Donation on behalf of the nonprofit corporation and/or political subdivision, this Act of Donation is binding as to the nonprofit corporation and/or political subdivision.

Separate Signature Page to Immediately Follow

THUS, DONE AND PASSED by Rita O. Gue in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, Louisiana, all of whom sign on this _____ day of _____ 2019, after due reading of the whole.

WITNESSES:

Printed Name

Signature

Printed Name

Signature

DONOR:

Rita O. Gue – President of J & A Meraux, Inc.

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO./NOTARY NO.

THUS, DONE AND PASSED by the authorized representative of St. Bernard Parish Government, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, Louisiana, all of whom sign on this _____ day of _____, 2019 after due reading of the whole.

WITNESSES:

Printed Name

Signature

DONEE:

St. Bernard Parish Government, by its President, Guy McInnis

Printed Name

Signature

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO./NOTARY NO.

Acknowledgement Agreement

1. **Acknowledgment.** St. Bernard Parish Government ("SBPG") and the Arlene and Joseph Meraux Charitable Foundation (the "Foundation") agree to acknowledge the foregoing donation (the "Donation") for the St. Bernard Parish Welcome Center (the "Facility") as set forth herein.
2. **Publicity.** SBPG will develop and disseminate a joint press release drafted in cooperation with and subject to approval by the Foundation to publicize the Donation. Anytime the Facility is described in marketing materials, on the official website(s), and in all press releases, the Foundation will be acknowledged for the Donation, as appropriate, as determined in cooperation with and subject to approval by the Foundation.
3. **Logo Placement.** The Foundation logo must be included on all collateral material (*i.e.*, brochures, programs, flyers) pertaining to publicity of the Donation and/or the opening of the Facility, including but not limited to groundbreaking and ribbon cutting, as applicable.
4. **Signage.** The Foundation will be entitled to have certain signage or other forms of exposure placed in, on, and around the Facility (the "Signage"). The appearance and location of all Signage will be mutually agreed upon by SBPG and the Foundation. The Parties agree to work together and cooperate in good faith in connection with the design, approval, preparation, production, mounting and installing of the Signage. SBPG agrees to use commercially reasonable efforts to have all Signage prepared, produced, mounted and installed no later than the grand opening of the Facility.
5. **Special Events and Press Conferences.** The Foundation has the right to be recognized and included in the speaking program for any special event or press conference related to the Facility (*i.e.*, ribbon cutting, groundbreaking, media event). SBPG will notify the Foundation of any special event or press conference prior thereto to allow sufficient time to coordinate and plan the Foundation's involvement.
6. **Naming.** SBPG agrees to not name the facility for any person(s) or entity(ies) without the prior approval of the Foundation.

Guy McInnis, Parish President

Date