



St. Bernard Parish Council

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

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

#20

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 COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, FEBRUARY 21, 2017 AT THREE O'CLOCK P.M.

On motion of Mr. Luna, seconded by Mrs. Alcon, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #1854-02-17

Summary No. 3455

Introduced by: Administration on 2/7/17
Public hearing held on 2/21/17

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO LEASE PARISH PROPERTY LOCATED AT 1914,1916,1918,1920 ALEXANDER AVENUE, ARABI LOUISIANA 70032, FOR HEIGHTS 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 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 1914,1916,1918,1920 Alexander Avenue, Arabi Louisiana 70032.

SECTION 2. The President of St. Bernard Parish Government or his agent is hereby authorized to execute any documents necessary to lease the property 1914, 1916, 1918, 1920 Alexander Avenue, Arabi Louisiana 70032 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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Extract #20 continued
February 21, 2017

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at Large

Richard "Richie" Lewis
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Gillis McCloskey
Councilmember
District A

Nathan Gorbaty
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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 this Ordinance with the invalid portions omitted.

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


YEAS: Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: McCloskey, Gorbaty

The Chairman, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 21st day of February, 2017.


ASHLEY POHLMANN
DEPUTY CLERK OF COUNCIL


RICHARD J. LEWIS
COUNCIL CHAIR

Delivered to the Parish President 2/22/17 10:15am
Date and Time

Approved 

Vetoed _____

Parish President


Guy McInnis



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*Councilmember
at Large*

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Extract #20 continued
February 21, 2017

Richard "Richie" Lewis
*Councilmember
at Large*

Returned to Clerk of the Council

2/23/2017 10:18am
Date and Time

Gillis McCloskey
*Councilmember
District A*

Received by

Jennifer Lemoine

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

LAND USE/ LEASE AGREEMENT

THIS LAND USE AGREEMENT is made and entered into this ____ day of _____ 2017 by and between St. Bernard Parish Government ("Owner"), whose address is 8201 West Judge Perez Drive, Chalmette, Louisiana 70043, and Amazing Grace Realty (agent Lara Schultz), for the use and benefit of property owned by St Bernard Parish Government located at 1914, 1916, 1918, 1920 Alexander Ave, Arabi, LA 70038.

WITNESSTH:

WHEREAS, Owner owns certain real property ("the Property") located in St. Bernard Parish, Louisiana, and more particularly the lots bearing municipal addresses 1914, 1916, 1918, 1920 Alexander Ave in Arabi, 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 public, Neighborhood Park; and

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) All improvements to the site must meet the National Product Safety Commission's Regulations, Laws, & Standards. Any improvements that do not meet these standards or are deemed dangerous by the Owner shall be either removed or corrected. The Owner reserves the right to remove any improvements that do not meet these standards or are deemed dangerous by the Owner.
- 21) If any term of this Agreement is found 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: _____
GUY MCINNIS
Parish President

Date: _____

AMAZING GRACE REALTY (LARA SCHULTZ)

By: _____

Its _____

Date: _____

EXHIBIT A:

BER-069731 - 1914 ALEXANDER AVE

A CERTAIN PORTION OF GROUND, together with all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in St. Claude Heights as shown on plan of H.E. Sutch, Surveyor, dated May 5, 1950, last revised and corrected on December 15, 1953, on file and of record in the Parish of St. Bernard. According to which said portion of ground is designated and measures as follows: Lot No. 27 of Block "E" bounded by Alexander Avenue, Center Street, New Orleans Terminal Railroad Property, Benjamin Street, Patricia Street, and the Florida Canal. Said Lot No. 27 measures 49 feet front on Alexander Avenue, 82.03 feet in width in the rear, 125.30 feet in depth on the side opposite side nearer Patricia Street and 102.89 feet in depth on the opposite side line. According to survey of Adloe Orr, Jr. & Associates, C.E., dated April 11, 1956, said lot has the same location, designation and measurements as hereinabove set forth and commences at a distance of 1303 feet from the corner of Alexander Avenue and Patricia Street.

BER-177829 - 1916 ALEXANDER AVE

THAT PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto of thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in ST. CLAUDE HEIGHTS, as shown on plan of H. E. Sutch, Surveyor, dated May 5, 1950, last revised and recorded, on December 29, 1953, on file and of record in the Parish of St. Bernard, according to which said portion of ground is designated and measures as follows:

LOT NO. 28, BLOCK "E", bounded by Alexander Avenue, Center Street, New Orleans Terminal Railroad property and Benjamin Street, Patricia Street and the Florida Canal. Said LOT No.28 measures 49 feet front on Alexander Avenue, 63.45 feet in width in the rear by 102.89 feet in depth on the side line nearer Patricia Street and 100 feet in depth on the opposite side line, all as more fully shown on print on survey made by H. E. Stuch, Surveyor, dated February 18, 1954.

BER-075271 - 1918 ALEXANDER AVE

LEGAL DESCRIPTION THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the rights, ways, privileges, servitudes, advantages and appurtenances thereon of thereunto belonging, situated in the Parish of St. Bernard, State of Louisiana, in that part thereof known as ST. CLAUDE HEIGHTS subdivision, designated as LOT 29, BLOCK "E", bounded by Alexander Avenue, Patricia Street, New Orleans Terminal Railroad Property Florida Canal and Center Street, measuring 49 feet front on Alexander Avenue, same width in the rear, by a depth of 100 feet between equal and parallel lines. All in accordance with a survey by J.J. Krebs & Sons, Inc., C.E., dated January 16, 1973.

BER-029586 - 1920 ALEXANDER AVE

The land referred to in the Commitment is described as follows:

One certain piece or portion of ground, together with all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in that part thereof known as ST. CLAUDE HEIGHTS, as shown on plan of H. E. Sutch, Surveyor, dated May 5, 1950, last revised and corrected, on December 29, 1953, on file and of record in the Parish of St. Bernard, according to which said portion of ground is designated and measures as follows:

LOT 30 of SQUARE "E", bounded by Alexander Avenue, Patricia Street, property of the New Orleans Terminal Railroad, the Florida Canal, Center and Benjamin Streets, and measures 55 feet front on Alexander Avenue, 45.93 feet in width in the rear along a broken line, 118.36 feet in depth on its sideline nearer Center Street and 100 feet in depth on its sideline, nearer Patricia Street. All as more fully shown on survey made by H. E. Stuch, Surveyor, dated December 17, 1954, annexed to an act before Robert J. Zibilich, Notary Public, dated August 3, 1959. And according to a survey by J. J. Krebs & Sons, Surveyors, dated September 14, 1964, said Lot 30 is shown exactly as described above. According to survey made by Eugene I. Estopinal & Associates, C. E., dated May 23, 1988, said Lot 30, Square E has the same measurements and location as above set forth, and is also shown to commence at a first distance of 1,428.66 feet along Alexander Avenue to a point, thence 32.14 feet along the point of curve of Alexander Avenue and Patricia Street.



St. Bernard Parish Government
Community Development Department

8201 West Judge Perez Drive Chalmette, Louisiana 70043
Phone (504) 278-4200 Fax (504) 278-4330

PUBLIC USE LOT (FORMERLY ROAD HOME) APPLICATION

SUMMARY

St. Bernard Parish Government controls and maintains many Road Home lots throughout the Parish. Some of these lots have been designated Public Use Lots, intended to be utilized for and by the public. This application shall streamline and serve as the first step for a business, non-profit, or organization to secure one or more lots for public use development. Liability insurance is required for an entity for a one (1) year lease which will be free of charge. The option to renew following the one year lease shall be examined at that time.

PROCESS

Once a completed Public Use Lot Application has been submitted, along with all required supplemental documentation, staff will either move to accept or deny the application based on proposed development and whether the applicant has met the requirements. Once accepted, the proposal will be forwarded to the Clerk of Council to be subsequently voted on by the Parish Council. A favorable vote by Council will then allow the applicant to enter into a lease agreement with the Parish Legal Department.

APPLICANT CONTACT INFORMATION

() Non-Profit ☒ Business () Organization

Entity Name: AUZING GRACE REALTY Contact Person: LARA SALTZ

Address: 604 BIENVENUE ST City/State/Zip: ARABI LA

Telephone: (504) 338-2587 Email: lasnola@yahoo.com

DESIRED PROPERTY

Address or cross streets: 1914 - 1920 ALEXANDER AVE., ARABI LA 70032

PROPOSED USE

All development on Public Use Lots shall be accessible and intended to be used by the public. Please describe your proposed public use project (site plans, diagrams, temporary building elevations, etc may be required for submission).

PUBLIC PARK



REQUIREMENTS / GUIDELINES

- Proof of liability insurance shall be required prior to the execution of the lease agreement
- One (1) year standard lease, free of charge, with the option to renew
- The use on the lot may only consist of greening, gardening, urban agriculture, or recreation
- The lot shall be maintained in a clean, safe, and secure, and sanitary condition, free of weeds, overgrown grass, trash, litter, debris, rubbish, vermin and rats
- The use shall take all precautions to prevent excessive noise, dust, or odors
- Any proposed development shall comply with all laws, rules, regulations, standards, ordinances, orders, and codes that apply to the lot
- All proper permits and/or approvals shall be obtained and issued by the Parish for any applicable development.
- Storage of any motor vehicle, trailer, or boat shall be prohibited
- Pet, animals, and livestock shall be prohibited to be kept on site
- No sales may be permitted on site
- Work shall commence within sixty (60) days and shall be completed within six (6) months of lease execution
- Existing trees may not be removed or significantly pruned without the consent of the Director of Community Development
- Any damage from the activities of the lot shall be repaired
- St. Bernard Parish Government can at any time, at its sole discretion, terminate any lease for cause, which shall include: 1) committing code enforcement violations or otherwise creating a nuisance or hazard; and/or 2) failing to comply with the provisions of the Public Use Lot Application or lease agreement

AGREEMENT & SIGNATURE

I hereby certify that I have read and completed the entire St Bernard Parish Government Public Use Application. I have read, understood and agree that my proposed project meets the requirements and guidelines and fits in the realm of program intention set forth above. By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as an applicant, any omissions, false statements, or other misrepresentations made by me on this application may result in the dismissal of my application or termination of lease.

Printed Name

Signature

Date

1/13/17