

1 Introduced, February 14, 2017, by Councilman
2 Newcomb, seconded by Councilman Abney, (by
3 request of Administration)

4 **Item No. 17-02-3179**

5
6 **ORDINANCE NO. 3850**

7
8 An ordinance authorizing the Mayor of the City of Slidell to enter into a
9 Cooperative Endeavor Agreement and Lease with the Lakeside Swim Club Corporation for
10 the property and facilities located at 497 Cumberland Dr., Slidell, Louisiana.

11 WHEREAS, Louisiana Constitution Article 7, Section 14, provides for
12 cooperative endeavors between governmental entities and private persons for a public
13 purpose; and
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15 WHEREAS, City owns a certain parcel of property that includes a swimming
16 pool and several buildings, which previously operated as a swim club known as the
17 Hurricane Swim Club, located in the City of Slidell, Parish of St. Tammany, State of
18 Louisiana, in Section 41 Township 9 South, Range 14 East, Ninth Ward, City of Slidell, in
19 the Subdivision known as Westchester Estates; with the municipal address: 497
20 Cumberland Dr., Slidell, Louisiana ("Facility"); and
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22 WHEREAS, City has determined that the parcel of property described above
23 is not needed for a public purpose; and
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25 WHEREAS, Lakeside is a non-profit organization which desires to enter into
26 a cooperative endeavor agreement with the City of Slidell to manage, supervise, operate
27 and maintain the pool, buildings and property located at the Facility for a ten (10) year
28 period with two (2) five year extensions subject to the terms set out in the lease document
29 attached hereto and made a part hereof; and
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4 WHEREAS, City has determined an annual rental rate of Twelve Dollars
5 (\$ 12.00), in accordance with the Louisiana Constitution, Louisiana Statutes and Slidell
6 City Ordinances due and payable in full upon execution of the Lease and on the
7 anniversary date of lease entered into by the Parties and every year thereafter; and
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10 WHEREAS, Lakeside is dedicated to developing and teaching the sport of
11 swimming and facilitating access to recreational swimming in the Slidell area; and
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14 WHEREAS, Lakeside is engaged in scheduling and coordinating several
15 local schools, clubs and teams in swimming competition in the Slidell area; and
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17 WHEREAS, Lakeside shall have authority to enter into contracts as it
18 determines to be in the best interest of the citizens of Slidell and Lakeside, without
19 approval from the City, subject to each contract containing a specific Hold
20 Harmless/Indemnification Agreement in favor of the City of Slidell by all contracting
21 parties; and
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23
24 WHEREAS, Lakeside shall not sublease, assign or otherwise pledge this
25 Agreement nor the property identified herein above for any reason whatsoever; and
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28 WHEREAS, Lakeside desires and is committed to develop scheduling for
29 any and all Slidell citizens to enjoy recreational swimming at this facility; and
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32 WHEREAS, Lakeside shall assume and be fully and solely responsible for
33 the maintenance of the pool, buildings, equipment and grounds; and
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4 WHEREAS, Lakeside shall be fully and solely responsible to establish the
5 proper staff to ensure the safety of all participants utilizing the pool, buildings and/or
6 grounds; and
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9 WHEREAS, Lakeside shall be fully and solely responsible for all payroll
10 taxes, benefits, and workers compensation insurance for its employees and shall
11 provide insurance to cover any and all contractors and/or volunteers working or
12 volunteering at the Facility; and,
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15 WHEREAS, Lakeside herein represents the following:
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- 17 1. Lakeside shall make any and all repairs in order to maintain the pool,
18 buildings and grounds.
19
- 20 2. Lakeside shall be solely responsible for all cost of existing and/or additional
21 parking spaces, which must comply with City Ordinances.
22
- 23 3. The anticipated expenses necessary to operate and maintain the
24 Facility, including but not limited to salaries, dues, supplies, pool
25 chemicals, and insurance is Thirty Three Thousand Two Hundred Fifty
26 Dollars (\$ 33,250.00) annually or Twenty Seven Hundred Seventy
27 Dollars and 83/100 (\$ 2,770.83) per month.
28
- 29 4. It is anticipated that Lakeside will identify, utilize and benefit from
30 approximately Sixteen Hundred Thirty Seven (1,637) volunteer hours to
31 man the events presently scheduled and anticipated. The hourly value of
32 volunteer hours varies by responsibility of task assigned to volunteer. In
33 an effort to quantify the annual and monthly value an average amount of
34 Ten (\$ 10.00) per hour was applied for the purposes of evaluation or
35 Sixteen Thousand Three Hundred Seventy Dollars (\$16,364.17) annually
36 or Thirteen Hundred Sixty Four Dollars and 17/100 (\$ 1,364.17) per
37 month.
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- 4 5. The Facility will be opened and available to anyone from the general
5 public desiring to swim with a membership or simply pay for a one day
6 swim outing. It is anticipated that the rates, once established, will be very
7 reasonable for families and individuals.
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9 6. The Facility will be open and free for the general public on Memorial Day,
10 July 4th, and Labor Day.
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12 7. Lakeside is presently in discussions with a non-profit group to facilitate the
13 teaching of children with special needs how to swim. Lakeside strongly
14 desires to facilitate such a program.
15
16 8. Lakeside desires and anticipate that it will approach the City in the future
17 to purchase the Facility.
18

19 WHEREAS, Lakeside acknowledges, agrees and understands that the City is
20 not responsible for nor is the City contributing any financial assistance in connection with
21 this Agreement; and
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23 WHEREAS, Lakeside acknowledges, agrees and understands that should
24 the organization lose its non-profit status or change its mission to assist the citizens of
25 Slidell, it will immediately notify the Chief Administrative Officer of said event; and
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28 WHEREAS, City has received and reviewed the information requested and
29 produced by Lakeside and has determined that the City will receive actual, quantifiable
30 benefits from the activities carried out at the Facility: and
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32 WHEREAS, City and Lakeside will benefit from their respective obligations
33 under this Agreement and that same are at least commensurate with the respective
34 benefits conferred.
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4 NOW THEREFORE BE IT ORDAINED by the Slidell City Council, that it
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6 does hereby authorize the Mayor of the City of Slidell to enter into and execute a
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8 Cooperative Endeavor Agreement and Lease with Lakeside Swim Club Corporation in
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10 accordance the terms set out therein and in connection therewith, of the following
11 described property:

12 A certain parcel of property that includes a swimming pool, several buildings,
13 and a parking lot located in the City of Slidell, Parish of St. Tammany,
14 State of Louisiana, in Section 41 Township 9 South, Range 14 East,
15 Ninth Ward, City of Slidell, in the Subdivision known as Westchester
16 Estates; with the municipal address: 497 Cumberland Dr., Slidell, Louisiana
17 ("Facility").

18 ADOPTED this 14th day of March, 2017.

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21 Jay E. Newcomb
22 President of the Council
23 Councilman, District F

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26
27 Freddy Drennan
28 Mayor

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31 Thomas P. Reeves
32 Council Administrator

DELIVERED	3/16/17
9:20am to the Mayor	
RECEIVED	3/17/17
8:40am from the Mayor	