

Introduced November 26, 1985 by
Councilman Callahan, seconded by
Councilman at Large Martinez

Item No. 85-10-915

ORDINANCE NO. 1895

An ordinance leasing a parcel of city property to the Ozone Amateur Radio Club.

BE IT ORDAINED by the Slidell City Council that as the City of Slidell would benefit from use by lease of a certain property to the Ozone Amateur Radio Club and the property is not presently needed for public purposes, the City of Slidell shall lease the following property to wit:

That part of lot 5, square 16 in the original town of Slidell, City of Slidell south of the unnamed canal crossing said lot. Said property is further delineated in red on the survey by J.V. Burkes attached hereto and made a part hereof.

This property shall be used solely as a site for construction of an anchor to which an antenna guy wire may be attached.

The City and the Ozone Amateur Radio Club, hereinafter referred to as the lessee, do hereby mutually agree to the following terms for the lease of the above described property:

1. The City shall lease the property to the lessee for one dollar (\$1.00) per year for ten (10) years. However, the Slidell City Council reserves the right to revoke this lease at any time, by resolution, providing at least six months notice to the lessee when it is found there is a public purpose in requiring control of said property.

2. The lessee shall have the option to renew this lease for an additional ten (10) years when the Slidell City Council expresses by resolution that there is a continuing public purpose in renewing this lease.

3. The lessee shall have the option of cancelling this lease by written notice to the Slidell City Council accompanied by an affidavit certifying the anchor and any attached guy wire have been removed from said property.

4. On revocation of the lease by either the City or the lessee, the lessee agrees to remove any anchor or construction on said property or to reimburse the City for the cost of such removal.

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12 5. The Slidell City Council may revoke the lease by reso-
13 lution if it finds there are dangerous conditions on the property that
14 the lessee has failed to remedy after being notified in writing by
15 the City of Slidell of such conditions.
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20 6. The City may revoke this lease if it finds, and the Slidell
21 City Council by resolution concurs, that the Ozone Amateur Radio Club
22 has ceased to exist either by dissolution, disorganization or
23 inactivity.
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28 7. The lessee will develop the appropriate antenna support
29 and maintain it with no financial support from the City.
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32 8. The lessee shall pay on behalf of and hold harmless the
33 City of Slidell, its agents and assigns, from any and all claims of
34 damage or injury to persons or property which shall arise from the use
35 of this property by the lessee, whether or not such claims are true or
36 founded. These payments by the lessee shall include expenses of all
37 settlements, damages, awards, attorney fees, court costs and other
38 costs and other costs arising.
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42 9. Lessee shall maintain liability insurance to the extent of
43 \$500,000 or more and furnish the City with a certificate of insurance
44 annually on the anniversary date of this lease.
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48 10. The City of Slidell makes no warranty as to the title or
49 fitness of the land for any purpose. The lessee accepts the land with
50 any present easements and reservation even though they may not be
51 spelled out in this document.
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55 11. The City of Slidell does not assume responsibility for any
56 interests, known or unknown, in granting this lease.
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60 The Mayor of the City of Slidell is authorized to sign any
61 and all papers or documents necessary for the completion of this
62 transaction.
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70 ADOPTED this 17th day of December, 1985.
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Item No. 85-10-915
ORDINANCE NO.
Page 3

Richard B. Van Sandt
Richard B. Van Sandt
Councilman, District C
President of the Council

Salvatore A. Caruso
Salvatore A. Caruso
Mayor

Barbara Manteris-Penton
Barbara Manteris Penton
Clerk of the Council

DELIVERED
12-19-85 3:30 pm.
to the Mayor

RECEIVED
12-20-85 11:15 a.m.
the Mayor

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6 Introduced December 17, 1985 by
7 Councilman Callahan, seconded by
8 Councilman at Large Martinez
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13 AMENDMENT A
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17 An amendment to Item No. 85-10-915 to modify to indemnifica-
18 tion process and liability insurance requirements.
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20 Item No. 85-10-915 is amended as follows:

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22 Page 2, Line 32: Delete the word "indemnify" and replace with
23 the words pay on behalf of.
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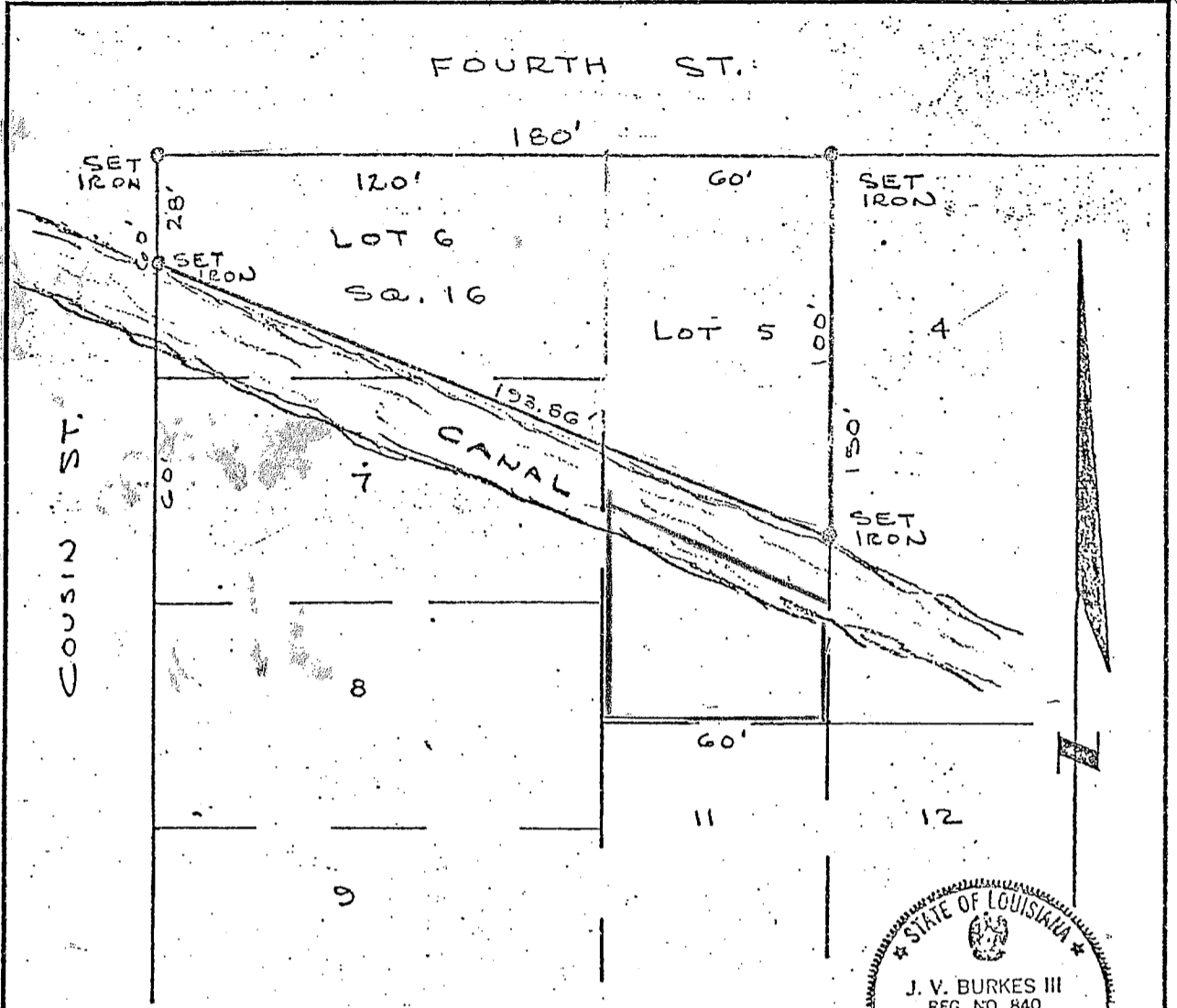
25
26 Page 2, Lines 40 and 42: Delete these lines in their entirety
27 and replace with the following: These payments by the lessee shall
28 include expenses of all settlements, damages, awards, attorney fees,
29 court costs and other costs arising.
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35 ADOPTED this 17th day of December, 1985.
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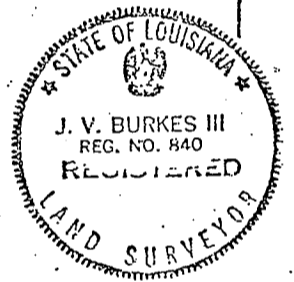
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40 *Richard B. Van Sandt*
41 Richard B. Van Sandt
42 Councilman, District C
43 President of the Council
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48 *Barbara Manteris Penton*
49 Barbara Manteris Penton
50 Clerk of the Council
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Martin Moore



PLAT OF SURVEY OF
 PART OF LOTS 5, 6 & 7
 SQUARE 16
 IN THE ORIGINAL TOWN OF SLIDELL
 CITY OF SLIDELL
 ST. TAMMANY PARISH, LA.



FOR: OZONE AMATEUR RADIO CLUB
 SURVEYED BY:
 J. V. BURKES CE.
 LA. REG. NO. 6997
 SLIDELL, LA.

SCALE: 1" = 40'
 DATE: MARCH 21, 1973
 SURVEY NO. 8692 J. V. BURKES & ASSOC.

ALBERTSON & CO., ADMINISTRATOR
GENERAL LIABILITY PLANS
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

POLICY NUMBER:	0000001144
POLICY PERIOD EFFECTIVE FROM:	
6-01-85	TO 6-01-86
YOUR POLICY IS CONTINUED IN FORCE FOR THE DATES ABOVE	

LIMITS OF LIABILITY	
\$ 500,000	ANY ONE OCCURRENCE
\$ 500,000	ANNUAL AGGREGATE
ANNUAL PREMIUM \$	80.00

Deer Credit 10.00
70.00

COMPREHENSIVE GENERAL LIABILITY POLICY RENEWAL ENDORSEMENT

INSURED: OZONE AMAT RADIO CLUB

ATLANTA INTERNATIONAL INSURANCE COMPANY
ATLANTA, GEORGIA 30325

Pd. 5-3-85
Ch.# 228 \$ 70.00
Mohandyr KASAPI Pres.

Dear Insured:

There has been an important change to your Chapter Liability Insurance coverage. The maximum benefit has been changed to \$500,000. The endorsement which is attached to your premium notice reflects this change in coverage. Please attach this endorsement to your policy. It will extend your insurance protection for the coming year.

You will also notice that your premium for your coverage has been reduced. This is because of the change in limits in liability insurance protection.

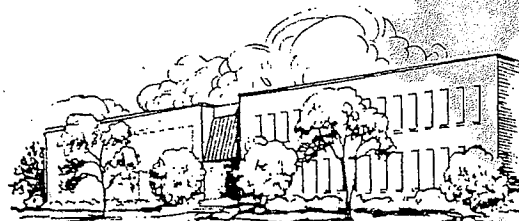
Because of problems in securing adequate reinsurance at an affordable rate, we found it necessary to eliminate the \$1,000,000 coverage option at the present time. We will contact you when higher limits become available.

Please pay your premium by the date indicated on the enclosed notice so that there will be no lapse in your insurance protection.

Sincerely,

Helen H. Cohoon
Helen D. Cohoon

1500 Higgins Road • Park Ridge, Illinois 60068
Telephone 698-2221—Area Code 312
Telex 910-253-4095



ENDORSEMENT NO. 05

*Rec'd 6-18-84
M. Gaidy KASAPI*

Named Insured: **Ozone Amat Radio Club**
Effective: **06/01/84**
Policy Number: **C0000001144**

12:01 A.M. Standard Time

by ATLANTA INTERNATIONAL INSURANCE COMPANY

In consideration of an additional premium of \$10.00, it is hereby agreed and understood that the Limits of Liability are amended to read \$1,000,000.

All other terms and conditions remain unchanged

Albert H. Wohlers
Authorized Representative.

TEAR AT PERFORATION AND ATTACH LOWER PORTION TO YOUR POLICY

#176

ALBERT H. WOHLERS & CO., ADMINISTRATOR
GROUP INSURANCE PLANS
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

5-4-84 Ek # 176 \$100.00

*Authorization Form signed this date
to increase to the \$1,000,000 Plan.*

per member approval M.G. KASAPI

POLICY NUMBER:	0000001144
POLICY PERIOD EFFECTIVE FROM	
6-01-84	TO 6-01-85
YOUR POLICY IS CONTINUED IN FORCE FOR THE DATES ABOVE	

LIMITS OF LIABILITY	
\$ 1,000,000	ANY ONE OCCURRENCE
500,000	
\$ 500,000	ANNUAL AGGREGATE
1,000,000	
ANNUAL PREMIUM \$	90.00
	100.00

COMPREHENSIVE GENERAL LIABILITY POLICY RENEWAL ENDORSEMENT

INSURED: **OZONE AMAT RADIO CLUB**

September 5, 1985

Mr. John Brewer
Council Administrator
City of Slidell
P. O. Box 828
Slidell, LA 70459

Re: City of Slidell
Opinion Requests-Council
(Ozone Amateur Radio Club)
My File No. 2302.07

Dear John:

This is in response to your memo of August 27, 1985 concerning the Ozone Amateur Radio Club.

To legally do what has been requested, the City must sign a lease of the part of the property that will be used.

Under R.S. 33:4712 the City may lease for a term up to 99 years any property or portion thereof which is, in the opinion of the governing authority, not needed for public purposes. Prior to leasing, an ordinance must be introduced giving the reasons for the Council's actions and the terms of the lease. Notice of the proposed ordinance must be published three times in fifteen days, one week apart. Opposition thereto may be filed within fifteen days of the first publication. In that case, a hearing must be held prior to adoption. If no opposition is filed, the ordinance becomes effective ten days after passage. Any interested citizen may apply for a temporary restraining order within those ten days but if one is not applied for, the ordinance cannot thereafter be contested.

I don't know whether it is best to lease the entire remainder of lot five or just lease the portion that the Radio Club actually needs. If only a portion is leased it seems that some type of survey would be required to identify where the anchor will be located. If the remainder of lot five was leased, someone could assert that they can get better use of the property and offer the City a greater rental. In either case, it seems that a less-than-annual lease term would be most appropriate if the City has any intention of using the property for public purposes in the near future.

Mr. John Brewer
Council Administrator
September 5, 1985
Page 2

This is an awful lot of trouble to go through for one anchor post. Please discuss this with Councilman Callahan and let me know if he still wants to proceed.

Sincerely yours,

Elaine

Elaine W. Guillot

EWG/jkf

file:

Alford & Guillot, Ltd., a law corporation - 495 Bosworth Avenue - Slidell, Louisiana 70458 - telephone 643-6440



The City of Slidell

SALVATORE A. "SAM" CARUSO, Mayor

2055 Second Street • P. O. Box 828 • Slidell, Louisiana 70459

Telephone (504) 646-4330

TO: Honorable Salvatore A. "Sam" Caruso, MSW

FROM: Elaine W. Guillot, City Attorney

DATE: December 27, 1988

SUBJECT: Cancellation of Lease
between City of Slidell
and Ozone Amateur Radio Club
My File: 2993.47B

Enclosed is a copy of a lease cancellation which was requested by the Ozone Amateur Radio Club.

I do not believe that you need council approval to do this. By copy of this letter, I am informing Davis of the cancellation so his files will be current.

Sincerely yours,

Elaine W. Guillot
City Attorney

EWG/jkf
Enc.

cc: Davis Dautreuil, Council Admin./Clerk of the Council-w/enc.

CANCELLATION OF LEASE

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

BEFORE ME, undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF SLIDELL, a Louisiana Municipality, represented herein by and through Salvatore A. "Sam" Caruso, M.S.W., its Mayor; and

OZONE AMATEUR RADIO CLUB, represented herein by and through

DAVID E HARTLEY, its President,

who declared that by act under private signature dated February 18, 1986, recorded in COB 1247, folio 294, of the official records of St. Tammany Parish, Louisiana, the said parties entered into a commercial lease affecting the following described property, to-wit:

That part of Lot 5, Square 16 in the original town of Slidell, City of Slidell south of the unnamed canal crossing said lot.

The said parties further declared that they wish to cancel this lease in its entirety.

The said parties further declared that they do by these presents authorize and request the Clerk of Court for St. Tammany Parish, Louisiana, to cancel and erase from the records of her office the inscription of said lease as made in COB 1247, folio 294.

THUS DONE AND PASSED in my office on this _____ day of December, 1988, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

OZONE AMATEUR RADIO CLUB

E. H. Farley Witness

BY: David E Hartley President

CITY OF SLIDELL

BY: _____
SALVATORE A. "SAM" CARUSO, MSW
Mayor

ELAINE W. GUILLOT, Notary Public