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7 Introduced September 12, 1989, by
8 Councilman-at-Large Martinez,
9 seconded by Councilman Callahan

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11 Item No. 89-09-1382

12
13 ORDINANCE NO. 2296

14
15 An ordinance authorizing the Mayor of the City of
16 Slidell to enter into an intergovernmental agreement to lease and
17 manage the Slidell Airport.

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19 WHEREAS, the City of Slidell is desirous of maintaining
20 a prosperous and active airport in its immediate area; and

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22 WHEREAS, the St. Tammany Airport Authority No. 1 has
23 a facility; and

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25 WHEREAS, said airport has insufficient funds for its
26 operation; and

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28 WHEREAS, the St. Tammany Parish Police Jury is unable to
29 fully fund said airport and is also desirous of having an airport
30 to meet the needs of St. Tammany Parish; and

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32 WHEREAS, an airport is vital to the economic development
33 of our area.

34
35 NOW THEREFORE BE IT ORDAINED that the Slidell City
36 Council does hereby authorize the Mayor of the City of Slidell to
37 enter into an intergovernmental agreement with the St. Tammany
38 Parish Police Jury and the St. Tammany Airport Authority No. 1 to
39 lease and manage the Slidell Airport under the terms and
40 conditions set forth in "Exhibit A" attached hereto and made a
41 part thereof.

42
43 BE IT FURTHER ORDAINED that the City of Slidell shall
44 assume responsibility for past and future federal grants under the
45 terms and conditions set forth in Revised "Exhibit A".

46
47 ADOPTED this 9th day of January, 1990.

48
49 DELIVERED

50 1/11/90

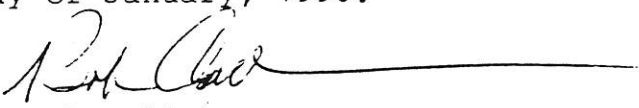
51 9:05 a.m.
52 to the Mayor


53 1/12/90


54 RECEIVED

55 3:00 P.M.

56 to the Mayor

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59 Bob Callahan
60 Councilman, District B
61 President of the Council

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64 Salvatore A. Caruso
65 Mayor

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68 Davis Dautreuil
69 Council Administrator/Clerk of the Council

INTER-GOVERNMENTAL AGREEMENT

This Agreement is made and entered, effective this 25th day of January, 1990, pursuant to the authority granted in Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution, La. R.S. 33:1324 and other constitutional and statutory authority, by and between the following:

The CITY OF SLIDELL, a municipal corporation created, organized and existing under the laws of the State of Louisiana, appearing herein by and through Salvatore A. "Sam" Caruso, M.S.W., its Mayor, duly authorized by ordinance of the Slidell City Council, the governing authority thereof, dated January 9, 1990;

and

The PARISH OF ST. TAMMANY, a political subdivision created, organized and existing under the laws of the State of Louisiana, appearing herein by and through FLOYD D. GLASS, the President of the St. Tammany Parish Police Jury, duly authorized by ordinance of the St. Tammany Parish Police Jury, the governing authority of the Parish, dated January 18, 1990;

and

ST. TAMMANY AIRPORT AUTHORITY NO. 1, represented herein by JAMES L. STAMY, its Chairman, duly authorized by resolution of the St. Tammany Airport Authority No. 1, dated September 11, 1989.

The above are hereinafter jointly sometimes referred to as "Parties". In addition, the City of Slidell may hereinafter be sometimes referred to as "City", and the Parish of St. Tammany may hereinafter be sometimes referred to as "Parish", and St. Tammany Airport Authority No. 1 may hereinafter be sometimes referred to as "Authority".

WITNESSETH

WHEREAS, Authority is charged with the responsibility of operating a Parish Airport in the Slidell vicinity; and

WHEREAS, the funds generated by operation of the Airport are insufficient to cover its operating expenses; and

WHEREAS, the continued safe operation and maintenance of the Slidell Airport requires an annual commitment of public funds; and

WHEREAS, Parish is unable to fully fund safe operations of the Airport due to an inadequate tax base and the continued operation

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of the Slidell Airport is vital to the economic development of the area which it serves;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree and bind themselves as follows:

ARTICLE I. LEASE OF PROPERTY

Parish and Authority hereby lease to City the following described property and all improvements located thereon, to-wit:

See Attachment "A" annexed hereto and made a part hereof. This property is more commonly known as the "Slidell Airport".

This lease is for the term of 99 years commencing on the 25th day of January, 1990, and ending on the 25th day of January, 2039.

This lease is made for and in consideration of a yearly rental of ONE AND NO/100 (\$1.00) DOLLAR payable in advance.

Parish and Authority acknowledge payment of NINETY-NINE AND NO/100 (\$99.00) DOLLARS representing pre-payment for the entire lease term.

The premises herein leased are to be used only for the following purposes: Operation of a public airport and related activities. City is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property.

City shall maintain liability insurance to the extent of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS. Parish shall maintain fire and extended coverage on the improvements located on the leased premises.

Except as otherwise provided herein, all additions, alterations or improvements made by City, no matter how attached (except movable trade fixtures), must remain the property of Parish, City expressly waiving all right to compensation therefor.

City assumes responsibility for the condition of the premises and Parish and Authority will not be responsible for any damage caused thereby.

At the expiration of this lease, or its termination for other causes, as stipulated herein, City is obligated to immediately surrender possession, and should City fail to do so, it consents to pay any and all damages, with attorney's fees, costs, etc. City also expressly waives any notice to vacate at the expiration or termination of this lease and all legal delays, and hereby confesses judgment with costs placing Parish in possession to be executed at once. Should Parish and Authority allow or permit City to remain in the leased premises after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

City is not permitted to rent or sub-let or grant use or possession of the premises as a whole to any other party without the written consent of the Parish and FAA and then only in accordance with the terms of this lease and FAA requirements.

Should the City at any time violate any of the conditions of this lease, or discontinue the use of premises for the purpose for which they are rented, or upon City's suspension, failure or insolvency, or upon City's failure to use the premises as a public airport in accordance with federal grant requirements, then, at the option of Parish, Parish shall have the option to immediately cancel this lease, City hereby assenting to and expressly waiving the legal notices to vacate the premises. Should an attorney be employed to enforce any claim of Parish arising from this lease, City agrees to pay a reasonable attorney's fee with all costs, charges and expenses.

Any notices, demands or citations under this lease, may be served personally on City or by mail addressed to City at P. O. Box 828, Slidell, Louisiana 70459.

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided herein, this lease shall be governed by the ordinances of the City of Slidell and the laws of the State of Louisiana.

In the event of termination of this lease for any reason, any rent pre-paid to Parish shall be considered liquidated damages.

Further, in the event that this lease is terminated by default on the part of the City, City agrees to de-annex the leased premises if requested to do so by Parish.

ARTICLE II. CITY RESPONSIBILITIES

During the term of the lease agreement outlined in Article I, City agrees to continue to operate and manage a public Airport at no cost to Parish or Authority except as herein agreed.

The City accepts sponsorship of the Airport including all obligations from past, present and future federal grants, as well as operational and financial control of the Airport, as though originally a sponsor of the Airport and a party to prior federal grant agreements. A list of all prior federal grants is attached hereto as Attachment "B" and made a part hereof.

ARTICLE III. PARISH RESPONSIBILITIES

Within thirty (30) days of the signing of this lease, Parish and Authority shall petition City to annex the leased property and Airport Road from I-12 north to the leased property. Failure to petition shall render this agreement null and void. Parish, as the governing authority of Sales Tax District No. 3, further agrees to continue to provide maintenance of Airport Road during the lease period unless otherwise agreed to in writing by the City.

Parish transfers sponsorship of the Airport to City including all obligations from past, present and future federal grants, as well as operational and financial control of the Airport, as though City was originally a sponsor of the Airport and a party to prior federal grant agreements.

In the event the lease portion of this agreement is canceled for default or any other reason, Parish agrees to reassume all federal grant obligations and continue to operate and maintain the Airport.

IV. CLOSING

In the event any one or more provisions of this Agreement is for any reason held to be illegal or invalid, this entire Agreement, except for this Article, shall immediately become null and void.

All parties agree to attempt in good faith to adopt a new agreement, which to the extent possible, accomplishes the same results as this Agreement. In the event such an agreement is not adopted, Parish agrees to immediately reassume all federal grant obligations and continue to operate and maintain the Airport. Further, all Parties agree to negotiate in good faith, refrain from challenging the validity or legality of this Agreement and join in the defense of any legal challenge to this Agreement.

Any constitutional or statutory provisions enacted after the date of this Agreement which validates or makes legal any provision hereof shall be deemed to apply hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

WITNESSES:

CITY OF SLIDELL

[Signature]

BY:

[Signature]
SALVATORE A. "SAM" CARUSO, Mayor

[Signature]

PARISH OF ST. TAMMANY

[Signature]

BY:

[Signature]
FLOYD D. GLASS, President

[Signature]

ST. TAMMANY AIRPORT AUTHORITY NO. 1

[Signature]

BY:

[Signature]
JAMES L. STAMY, Chairman

[Signature]