

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3772

ORDINANCE COUNCIL SERIES NO.

COUNCIL SPONSOR MR. DEAN

PROVIDED BY COUNCIL ATTORNEY

INTRODUCED BY: MR. STEFANCIK

SECONDED BY: MR. BURKHALTER

ON THE 6TH DAY OF MARCH 2008

ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE COOPERATIVE ENDEAVOR AGREEMENT AND ACT OF EXCHANGE OF REAL PROPERTY BY AND BETWEEN THE PARISH OF ST. TAMMANY, THE TOWN OF MADISONVILLE AND THE ST. TAMMANY PARISH PUBLIC LIBRARY (WARD 1, DISTRICT 1).

WHEREAS, prior to Hurricane Katrina, the St. Tammany Parish Library Board of Control was operating and maintaining twelve (12) library branches that served the residents and communities of St. Tammany Parish, including the Madisonville branch located in the historic building at 400 Cedar Street; and

WHEREAS, following Hurricane Katrina, the Parish and the Library Board of Control determined, based upon the inspection and report of engineers, that the building housing the Madisonville branch should no longer be used as a public library and the library branch was closed; and

WHEREAS, the St. Tammany Parish Library system, a governmental agency of St. Tammany Parish, is funded by the residents of St. Tammany Parish. Representatives of St. Tammany Parish Government, the Town of Madisonville, the Library Board of Control and Library administration are committed to providing residents of St. Tammany Parish with high quality library service and facilities; and

WHEREAS, it is in the best interest of the residents of Madisonville and the surrounding area that the Madisonville Library Branch be replaced; and

WHEREAS, in the spirit of cooperation, the Library Board of Control, the Parish and the Town of Madisonville are proposing to enter into a cooperative endeavor agreement whereby the Town of Madisonville will provide a site, approximately one and one-half acres (1 ½) in size, which is located adjacent to The Lake Pontchartrain Basin Maritime Museum, in exchange for the former Madisonville Branch site, where the Parish and the Library Board of Control propose to construct, maintain and operate a state-of-the-art library that will compliment the Maritime Museum and its mission to provide an education and research center to collect, interpret, and preserve the maritime and cultural history and artifacts of the Lower Mississippi River Basin for public benefit.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS, in regular session convened that the Parish President is authorized to execute, on behalf of St. Tammany Parish, the attached Cooperative Endeavor Agreement and Act of Exchange by and between St. Tammany Parish, the Town of Madisonville and the St. Tammany Parish Public Library (See Exhibit "A").

REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this ordinance shall be held to be invalid, such invalidity shall not affect any other provision herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

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DATE OF ENACTMENT: This ordinance shall become effective immediately upon final adoption.

MOVED FOR ADOPTION BY _____, SECONDED BY _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS ORDINANCE WAS DECLARED ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE _____ DAY OF _____, 2008; AND BECOMES ORDINANCE PARISH COUNCIL SERIES NO. _____.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

DIANE HUESCHEN, COUNCIL CLERK

KEVIN DAVIS, PARISH PRESIDENT

Published introduction February 28, 2008
Published adoption _____, 2008

Delivered to Parish President _____, 2008 at _____
Returned to Council Clerk _____, 2008 at _____

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**COOPERATIVE ENDEAVOR AGREEMENT
AND ACT OF EXCHANGE OF REAL PROPERTY**

**BY AND BETWEEN THE PARISH OF ST. TAMMANY,
THE TOWN OF MADISONVILLE AND THE
ST. TAMMANY PARISH PUBLIC LIBRARY**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

BE IT KNOWN that on this day of 2008, BEFORE ME, a Notary Public, duly commissioned and qualified, in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

ST. TAMMANY PARISH, a political subdivision of the State of Louisiana (hereinafter "The Parish"), whose physical address is 21490 Koop Drive, Mandeville, Louisiana 70471, and whose mailing address is P.O. Box 628, Covington, Louisiana, 70434, herein appearing by and through Kevin C. Davis, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter and Ordinance Council Series No. _____, adopted April 3, 2008; and

THE TOWN OF MADISONVILLE (hereinafter "Madisonville"), whose mailing address is P. O. Box 160, Madisonville, Louisiana 70454, herein appearing by and through Peter L. Gitz, its Mayor, duly authorized by Madisonville Council Ordinance No. _____; and

ST. TAMMANY PARISH LIBRARY (hereinafter "The Library"), whose mailing address is 310 W. 21st Avenue, Covington, Louisiana 70433, herein appearing by and through Janice L. Butler, Director, and Dr. Argiro Morgan, President, duly authorized by resolution of the St. Tammany Parish Library Board of Control, adopted on the 10th day of March 2008,

who jointly enter this Agreement and Act with the intent and desire to better serve the citizens and communities of St. Tammany Parish to the fullest extent of the law.

ARTICLE I. PREAMBLE

WITNESSETH

WHEREAS, this agreement is entered into pursuant to the authority set forth in the Louisiana Constitution of 1974, Article 7, Section 14(C), R.S. 33:1324, all other applicable constitutional and statutory authority, the St. Tammany Parish Home Rule Charter, and the ordinances and resolution set forth herein above.

WHEREAS, prior to Hurricane Katrina, the St. Tammany Parish Library Board of Control was operating and maintaining twelve (12) library branches that served the residents and communities of St. Tammany Parish, including the Madisonville branch located in the historic building at 400 Cedar Street; and :

WHEREAS, following Hurricane Katrina, the Parish and the Library Board of Control determined, based upon the inspection and report of engineers, that the building housing the Madisonville branch should no longer be used as a public library and the library branch was closed;

and

WHEREAS, the St. Tammany Parish Library system, a governmental agency of St. Tammany Parish, is funded by the residents of St. Tammany Parish. Representatives of St. Tammany Parish Government, the Town of Madisonville, the Library Board of Control and Library administration are committed to providing residents of St. Tammany Parish with high quality library service and facilities; and

WHEREAS, it is in the best interest of the residents of Madisonville and the surrounding area that the Madisonville Library Branch be replaced; and

WHEREAS, in the spirit of cooperation in serving the public, the Library, the Parish and the Town of Madisonville are entering into this Cooperative Endeavor Agreement in order to replace the former Madisonville Library Branch and to provide the residents of St. Tammany Parish, the Town of Madisonville and the surrounding area with a quality library facility; and

WHEREAS, the Parish of St. Tammany, the Town of Madisonville and the St. Tammany Parish Library Board of Control recognize that the St. Tammany Parish Library System is equipped, maintained, operated and supported at the expense of the entire Parish, including the incorporated towns and municipalities therein, and all taxes levied and assessed, whether general or special, for its establishment, support and maintenance are borne proportionately by all of the taxable property in the Parish, including that within incorporated municipalities; and

WHEREAS, the parties hereto recognize their obligation to provide the public with sufficient facilities and assets to serve the library needs of the public.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective Offices as follow:

ARTICLE II. TERMS OF AGREEMENT

1) The Town of Madisonville, in exchange for the property hereinafter transferred to the Town of Madisonville by St. Tammany Parish, does hereby transfer, assign, set over, convey and deliver, with all lawful warranties and with full substitution and subrogation to all rights and warranties against all preceding owners and vendors, unto St. Tammany Parish, hereby appearing for the purpose of accepting same, the following described property, the possession and delivery of which St. Tammany Parish acknowledges:

A CERTAIN PARCEL OF LAND located in Sections 39 and 43 Township 7 South, Range 10 East, Town of Madisonville, St. Tammany Parish, Louisiana. more particularly described as follows. to-wit:

From the intersection formed by the East Right-of-way of Main Street and the South Right-of-way of St. Louis Street run along the East Right-of-way of Main Street South 00 degrees 01 minutes 48 seconds West, 1322.88 feet to the Point of Beginning.

From the Point of Beginning run North 89 degrees 32 minutes 41 seconds East, 310.37 feet to a point; thence with a curve to the left having a Radius of 968.01 feet and an Arc of 156.67 feet to a point; thence with a curve to the right having a Radius of 81.91 feet and an Arc of 44.21 feet to a point; thence South 89 degrees 32 minutes 41 seconds West, 361.85 feet to a point; thence North 00 degrees 01 minutes 48 seconds East, 193.25 feet back to the Point of Beginning.

Said parcel contains 1.50 Acres, all in accordance with a survey by Jeron R. Fitzmorris, Registered Land Surveyor, dated March 12, 2008, Number 13514, a copy of which is attached hereto and made a part hereof.

Being a part of the property acquired by the Town of Madisonville by Act of Donation by Raleigh Pendleton, wife of/and Jack A. Blossman, passed before August J. Hand, Notary Public, dated May 12, 1992, and recorded in the official records of the St. Tammany Parish Clerk of Court, Instrument No. 832490, COB 1524 Folio 424, which donation was accepted by the Town of Madisonville, per the Acceptance of Donation of same date and recorded in the official records of the St. Tammany Parish Clerk of Court, Instrument No. 845054, COB 1536 Folio 769.

2) St. Tammany Parish, in exchange for the herein above described property being transferred by the Town of Madisonville to St. Tammany Parish, does hereby transfer, assign, set over, convey and deliver, with all lawful warranties and with full substitution and subrogation to all rights and warranties against all preceding owners and vendors, unto the Town of Madisonville, hereby appearing for the purpose of accepting same, the following described property, the possession and delivery of which the Town of Madisonville acknowledges:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and all other things there unto belonging, or in anywise appertaining thereto, situated in the Town of Madisonville, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

Beginning at a corner set at the intersection of the southerly line of St. John Street and the westerly line of Cedar Street, go westerly along the southern edge of St. John Street a distance of 127.12 feet to a corner; thence at an interior angle of 92 degrees 54 minutes go southerly 81.09 feet to a corner; thence at an interior angle of 86 degrees 40 minutes go easterly 132.97 feet to a corner located on the western edge of Cedar Street; thence at an interior angle of 89 degrees 11 minutes go along the western edge of Cedar Street northerly 80.0 feet back to the point of beginning. Said parcel contains 10,644 square feet, all in accordance with survey by Ned R. Wilson, Registered Land Surveyor, dated April 5, 1985, and in accordance with a survey plat by Carl L. Mistic, dated May 3, 1983, and revised May 25, 1983, copies of which were attached to Instrument No. 581210 of the St. Tammany Parish Clerk of Court and are attached hereto.

Being the same property acquired by the Parish of St. Tammany from F & T Madisonville Partnership by act sale before Jack J. Mendheim, Notary Public, on May 10, 1985, and recorded in the official records of the St. Tammany Parish Clerk of Court, on May 14, 1985, Instrument No. 581210, COB 1203 folio 470.

3) The St. Tammany Parish Library shall construct, equip, furnish, maintain and operate a public library upon the property being transferred to St. Tammany Parish by the Town of Madisonville. Funding for construction of the library is to be funded through the issuance of Limited Tax Revenue Bonds, Series 2008 (the Bonds), secured and payable from the Library Tax, approved (Renewed) by the registered voters on November 3, 1998 and Continued and Rededicated by the registered voters of St. Tammany Parish on October 20, 2007, to-wit:

**PROPOSITION
(TAX RENEWAL)**

SUMMARY: 10 YEAR, 6.33 MILL PROPERTY TAX RENEWAL FOR IMPROVING, MAINTAINING AND/OR OPERATING PUBLIC LIBRARIES IN THE PARISH.

Shall the Parish of St. Tammany, State of Louisiana (the "Parish") continue to levy a special tax of six and thirty-three hundredths (6.33) mills on all property subject to taxation in the Parish, for a period of ten (10) years, beginning with the year 2000 and ending with the year 2009, for the purpose of improving, maintaining and/or operating public libraries in said Parish, said tax to be a renewal of a similar tax approved at an election on October 7, 1989, which tax will expire with the 1999 tax levy.

**ST. TAMMANY PARISH LIBRARY PROPOSITION
(MILLAGE CONTINUATION AND REDEDICATION)**

SUMMARY: 15 YEAR, 6.33 MILLS PROPERTY TAX CONTINUATION AND REDEDICATION FOR CONSTRUCTING, ACQUIRING, IMPROVING, MAINTAINING AND/OR OPERATING PUBLIC LIBRARY FACILITIES, FURNISHINGS AND EQUIPMENT, AND OTHERWISE SUPPORTING THE PUBLIC LIBRARY SYSTEM IN THE PARISH.

Shall the Parish of St. Tammany, State of Louisiana (the "Parish") continue to levy a special tax of six and thirty three hundredths (6.33) mills (the "Tax") on all property subject to taxation in the Parish (an estimated \$6,157,489 reasonably expected at this time to be collected from the levy of the tax for an entire year) for a period of fifteen (15) years, beginning with the year 2010 and ending with the year 2024, with the proceeds of the Tax heretofore or hereafter collected, to be rededicated and used for the purpose of constructing, acquiring, improving, maintaining and/or operating public library facilities, furnishings and equipment, and otherwise supporting the public library system in the Parish.

ARTICLE III. SPECIAL CONDITIONS

- (1) This agreement shall not become effective, and shall not be recorded in the conveyance records of the Clerk of Court for St. Tammany Parish, until such time as the following occurs: (a) the Town of Madisonville approves the rezoning of the property being transferred to St. Tammany to an appropriate zoning classification/district that will permit the construction and operation of the library facility; and (b) approval and actual issuance of the Bonds for constructing, equipping and furnishing the library facility.

2. In the event that the library facility is constructed and thereafter ceases to be used as a public library, for whatever reason, the parties agree and stipulate that the property and any existing facility shall continue to be used for a public purpose, which purpose is to be agreed upon between the Parish and the Town, and shall be subject to the approval of the Town of Madisonville. Such public purposes may include, for example, the property being used as part of, or in conjunction with, the existing Lake Pontchartrain Basin Maritime Museum. Such alternate public purposes must not adversely affect the tax-exempt status of the Parish's Bonds issued to finance the library.

ARTICLE IV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and the laws and ordinances of the Parish.

ARTICLE V. NOTICES

Any notice or payment required or permitted hereunder shall be in writing and sent by certified mail, overnight express, or personally delivered, addressed to the party to receive the notice as set out below. Each party shall be responsible to notify the other of any change in address or official:

Parish of St. Tammany
c/o Kevin C. Davis, Parish President
P.O. Box 628
Covington, LA 70434

Town of Madisonville
c/o Peter Gitz, Mayor
P. O. Box 160
Madisonville, LA 70454

St. Tammany Parish Library
c/o Janice L. Butler, Director
310 W. 21st Avenue
Covington, LA 70433

ARTICLE VI. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this agreement shall be resolved as per law. Venue and jurisdiction shall be the 22nd Judicial District Court for the Parish of St. Tammany.

ARTICLE VII. OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the Parish by the Town or the Library shall remain the property of the Parish and be deemed as "public" for the purposes of disclosure and release.

ARTICLE VIII. ASSIGNMENT

No party herein shall assign any interest in the same (whether by assignment or novation).

ARTICLE IX. DISCRIMINATION CLAUSE

The Parties agree to abide by the requirements of the following as applicable: Title VI and

VII of Civil Rights Act 1964, as amended by the Equal Opportunity Act 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1972, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The Parties agree not to discriminate in their respective employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

ARTICLE X. SEVERABILITY

If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, then that portion shall be severable and the remainder shall remain in full force and effect. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, then that portion shall be severable and the remainder shall remain in full force and effect.

ARTICLE XI. APPEARANCES

The representative herein below warrants that he/she has the requisite authority and permission to enter, sign and bind his/her Office.

THUS DONE AND SIGNED at Mandeville, Louisiana on the day, month and year written herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2008.

WITNESSES:

Kevin C. Davis, Parish President
St. Tammany Parish

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____ 2008.

Peter L. Gitz, Mayor
Town of Madisonville

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____

_____ 2008.

Janice L. Butler, Director
St. Tammany Parish Library

Dr. Argiro Morgan, President
St. Tammany Parish Library