

CITY ORDINANCE NO. CO-080-2021

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AUTHORIZING AND DIRECTING THE LAFAYETTE MAYOR-PRESIDENT TO ENTER INTO A LEASE AGREEMENT FOR THE PROPERTY BETWEEN HEYMANN MEMORIAL PARK AND PASA PLACE, AND AMENDING THE FY 20/21 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY INCREASING RENTAL INCOME AND REDUCING THE USE OF THE CITY GENERAL FUND PRIOR YEAR FUND BALANCE IN THE AMOUNT OF \$129,600

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, the City of Lafayette (the “City”) owns the immovable property situated between the Heymann Memorial Park and PASA Place (the “Property”), on which a parking lot is currently located, and which is more specifically described as follows:

That certain parcel of land with all improvements located thereon located in the City and Parish of Lafayette, Louisiana, and being further described as beginning at a point that is at the Southeast corner of the property at the corner of South College Road and Auditorium Place thence N 23° 22' W 236.2' to the boundary with The Lafayette Town House, Inc. thence S 66° 35' W 306.0' to the corner thence S 3° 34' W 1.8', thence S 0° 01' W 38.4', thence S 17° 52' E 37.0', thence S 48° 52' E 58.3', thence S 38° 52' E 52.1' thence S 28° 47' E 59.2' to corner thence N 66° 44' 280.90' to point of beginning. Said tract is bounded on the East by Auditorium Place, North by The Lafayette Town House, Inc., West by Estate of Maurice Heymann or assigns and South by South College Road.

Being the same property acquired by the City of Lafayette from Joan Germaine Heymann Bergmann, Claire Lynn Heymann and Lila Rosamond Heymann in that certain act of Credit Sale, dated and recorded August 9, 2000, under File No. 00-030117 of the Clerk of Court’s Office in and of Lafayette Parish, Louisiana.

Being the same property depicted on a plat of survey prepared by Michael J. Breaux & Associates, Inc., Professional Land Surveyors, dated June 23, 2000, and depicting Lot 1 thereon with said plat having been approved by the Lafayette Planning & Zoning Commission and recorded at File No. 00-024329 of the records of the Clerk of Court’s Office in and for Lafayette Parish, Louisiana on June 28, 2000, and with said property having a municipal address of 109 Auditorium Place (now 109 PASA Place), Lafayette, Louisiana; and

WHEREAS, an application has been filed with the City pursuant to La. R.S. 41:1213 requesting a lease of the Property; and

WHEREAS, the purpose of the lease is for parking; specifically, to construct (or cause to be constructed) a four (4) story, 547, or more, parking space, concrete parking tower/garage (the “Parking Tower”) at the lessee’s own cost and expense, which will be used jointly by the employees, patrons, guests, lessees, vendors, and invitees of Heymann Performing Arts Center and Frem F. Boustany Convention Center (the “Heymann Center”) and Lafayette General Medical Center, Inc. (the “Hospital”); and

WHEREAS, in accordance with La. R.S. 41:1211, *et seq.*, the City will cause or has caused to be published, for a period of not less than 15 days and at least once a week during three (3) consecutive weeks, an advertisement in the official journal of the parish setting forth a

description of the land to be leased, the time when bids therefor will or would be received, and a short summary of the terms, conditions, and purposes of the lease to be executed; and

WHEREAS, in addition to payment of rent in accordance with the lessee's bid, subject to a minimum rent per appraisal (\$129,600.00 per year) that shall escalate in accordance with the Consumer Price Index or comparable index, the Lease Agreement shall require the lessee to construct the Parking Garage and improvements to and maintain Heymann Memorial Park and the Girard Park Drive/Hospital Drive roundabout within two (2) years; and

WHEREAS, the Lafayette City Council finds that a lease of the Property is for a public purpose, namely, to improve parking and the flow of traffic for the Heymann Center, the Hospital, and the surrounding area.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council, that:

SECTION 1: All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President is hereby authorized and directed to lease the Property in accordance with La. R.S. 41:1211, *et seq.*

SECTION 3: The Lafayette Mayor-President is hereby further authorized and directed to enter a lease, substantially in the form of the Lease attached hereto, with the successful bidder.

SECTION 4: The Lafayette Mayor-President is hereby further authorized and directed to execute any and all other documents in connection with the leasing of the Property and to take any and all other necessary action in connection therewith.

SECTION 5: All ordinances or resolutions, or parts thereof, in conflict herewith, are hereby repealed.

SECTION 6: This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, whichever occurs first.

* * * * *

STATE OF LOUISIANA

PARISH OF LAFAYETTE

LEASE OF IMMOVABLE PROPERTY

BE IT KNOWN that, on the dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, this Lease of Immovable Property (herein the "Lease") was made and entered into by and between:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision under the laws of the State of Louisiana, represented herein by Joshua S. Guillory, its Mayor-President, whose mailing address is P. O. Box 4017-C, Lafayette, Louisiana 70502, pursuant to Ordinance No. _____, duly adopted, which is incorporated herein by reference thereto (herein the "Lessor"),

and

_____, a _____, represented herein by _____, its _____, whose mailing address is _____, pursuant to Resolution, duly adopted, which is attached hereto (herein the "Lessee"),

WITNESSETH:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis, for the term, at the rental and upon the other terms and conditions hereinafter set forth, the following described tract of land (herein the "Leased Premises"):

That certain parcel of land with all improvements located thereon located in the City and Parish of Lafayette, Louisiana, and being further described as beginning at a point that is at the Southeast corner of the property at the corner of South College Road and Auditorium Place thence N 23° 22' W 236.2' to the boundary with The Lafayette Town House, Inc. thence S 66° 35' W 306.0' to the corner thence S 3° 34' W 1.8', thence S 0° 01' W 38.4', thence S 17° 52' E 37.0', thence S 48° 52' E 58.3', thence S 38° 52' E 52.1' thence S 28° 47' E 59.2' to corner thence N 66° 44' 280.90' to point of beginning. Said tract is bounded on the East by Auditorium Place, North by The Lafayette Town House, Inc., West by Estate of Maurice Heymann or assigns and South by South College Road.

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Being the same property depicted on a plat of survey prepared by Michael J. Breaux & Associates, Inc., Professional Land Surveyors, dated June 23, 2000, and depicting Lot 1 thereon with said plat having been approved by the Lafayette Planning & Zoning Commission and recorded at File No. 00-024329 of the records of the Clerk of Court's Office in and for Lafayette Parish, Louisiana on June 28, 2000, and with said property having a municipal address of 109 Auditorium Place (now 109 PASA Place), Lafayette, Louisiana.

Said plat is attached hereto, and made a part hereof, as Exhibit "1."

2. **EFFECTIVE DATE.** The effective date of this Lease shall be the ____ day of _____, 20__ (herein the "Effective Date"), regardless of the date this Lease is executed by the parties hereto.

3. **USE OF PREMISES.**

(a) The Leased Premises herein leased shall be used for parking and operation of the same, and for no other purpose without the prior written consent of Lessor. Lessee shall not use any portion of the Leased Premises for any purpose that is unlawful or in violation of any laws nor for any purpose that tends to injure or depreciate the property. Lessee shall not do any act or follow any practice relating to the Leased Premises that constitutes a nuisance. Lessee's duties in this regard shall include allowing no noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or emit from the Leased Premises. Nothing shall be placed or done on the Leased Premises by Lessee that shall cause forfeiture of any insurance.

(b) Lessee shall exercise due care in its use and occupancy of the Leased Premises and shall not commit or allow waste to be committed on any portion of the Leased Premises; and at the expiration or earlier termination of the Lease, Lessee shall deliver the Leased Premises to Lessor in as good condition as the Leased Premises were at the Lease inception, ordinary wear and tear and acts of God and condemnation excepted, and except as otherwise expressly authorized herein.

(c) Lessee has inspected the Leased Premises and finds them suitable for its use on an "as is, where is" basis.

(d) Lessee shall defend, indemnify and hold Lessor harmless from any claims, liabilities, penalties, fines, costs, expenses or damages, including but not limited to attorney fees, expert fees, and costs of court, resulting from the failure of Lessee to comply with this Lease, or from any act or failure to act of Lessee. This indemnification shall survive the termination or expiration of this Lease.

4. **TERM.** The term of this Lease shall be for a period of ten (10) years, which term shall have commenced upon the Effective Date (herein the "Primary Term").

5. **RENEWAL TERM.** Lessee shall have the right and option of renewing this Lease for one (1) successive period of thirty (30) years (herein the "Renewal Term") upon construction of the

Parking Tower as provided in Section 7. The Renewal Term shall be on and subject to all of the same terms, covenants and conditions as herein contained. The renewal option contained herein shall be deemed exercised upon written notice and proof of the completion of the Parking Tower as provided in Section 7.

6. **RENTAL.** Lessee shall pay to Lessor rents and provide other consideration for the Leased Premises in accordance with the following requirements, to-wit:

(a) **Rental for the Primary Term.**

For the first five (5) years of the Primary Term, commencing upon the Effective Date, the annual rental shall be the fair market rental rate as determined by appraisal, which is the sum of One Hundred Twenty-Nine Thousand Six Hundred and No/100s (\$129,600.00) Dollars (herein the "Base Rental"), payable in one installment, certified check, due in advance, on the ____ day of _____ of each calendar year (herein the "Due Date"), during the Primary Term.

Thereafter, for the second five (5) year period of the Primary Term and for each five (5) year period of the Renewal Term, if any, the annual rental payable during such five (5) year period shall be adjusted as of the last day of the preceding five (5) year period (herein the "Adjustment Date") to an amount equal to the annual Base Rental multiplied by a fraction, the numerator of which shall be the "CPI" (as hereinafter defined) last published prior to such Adjustment Date and the denominator of which shall be the CPI last published prior to the Effective Date (herein the "Adjusted Base Rental"). "CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, CPI-U ---US City Average, All Items (1982-84 = 100), or if such index is not available, a comparable index mutually agreeable to Lessor and Lessee which is published by a governmental institution or a nationally recognized publisher of statistical information. Notwithstanding anything contained herein to the contrary, the annual Base Rental for the Renewal Period shall not be decreased. That is, should the adjustment for CPI result in a decrease in the rent, the rental shall remain the same for that respective five (5) year period.

The annual Adjusted Base Rental shall be payable in one installment and shall be due on the Due Date of each calendar year, during the successive five (5) year period of the Primary Term and for each five (5) year period of the Renewal Term, if any.

(b) **Additional Consideration.**

(i) Lessee shall at its sole cost and expense make capital improvements to Heymann Memorial Park (herein the "Park") to restore the Park to its original design (herein the "Park Improvements"). The Park is defined as:

That certain parcel of land situated in the City and Parish of Lafayette, Louisiana, and according to the survey prepared by Russell Caffery and Associates dated March 21, 1971, a copy of which is identified [with the act of donation dated April 4, 1972 and recorded at Entry No. 584,926 in the records of the Lafayette Parish Clerk of Court and made part thereof], is known as designated as Tract 8-B of said survey; said parcel of ground is bounded Northerly by other property of [Germaine

Rosenthal Heymann, Herbert Heymann, and Jacqueline Hermann Cohn], Easterly by property of Lafayette Town House and in part by Heymann Realty Company, Inc., Southerly by South College Road and Westerly by Girard Park Drive.

Said plat is attached hereto, and made a part hereof, as Exhibit "2."

The Park Improvements shall include a fountain, and walkways throughout the Park. The fountain may be part of a small pond, if allowed by Lessor. Lessee shall sponsor the Park Improvements, which shall include addition of the Lessee's name and the fact of sponsorship in lettering adjacent and similar in nature and quality to the existing lettering naming the Park, and may include other items as approved by Lessor. Throughout the Primary Term and the Renewal Term, if any, Lessee shall be responsible for maintenance of the Park, the Park Improvements, and all other improvements or landscaping in the Park in good, clean, and attractive condition, including but not limited to grass cutting and operation of the fountain.

(ii) Lessee shall at its sole cost and expense install a fountain in the Girard Park Drive/Hospital Drive roundabout (herein the "Roundabout"), and beautify the roundabout in accordance with parameters provided or approved by Lessor (herein the "Roundabout Improvements"). Lessee shall sponsor the Roundabout Improvements, which shall include identification of the Lessee's name and the fact of sponsorship on signage approved by Lessor, and may include other items as approved by Lessor. Throughout the Primary Term and the Renewal Term, if any, Lessee shall be responsible for maintenance of the Roundabout, the Roundabout Improvements, and all other improvements or landscaping on the Roundabout in good, clean, and attractive condition, including but not limited to grass cutting and operation of the fountain.

(iii) With regard to the Park Improvements and the Fountain Improvements: (a) Lessee shall first submit to Lessor all plans for the improvements, including items of sponsorship; (b) Lessor shall approve said plans, provided they meet with this Lease and the standards that Lessor is seeking to maintain in the general area, and are in conformity with other structures and improvements on Lessor's property adjacent to the Leased Premises (approval shall not be as to any structural requirements or its integrity for structural purposes); (c) no improvements made to the Park or the Roundabout shall reduce or otherwise impair the value of the properties; (d) no improvements shall be commenced until Lessee has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such; (e) the improvements shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits, including, but not limited to, the building codes of the Development and Planning Department of the Lafayette City-Parish Consolidated Government and ADA and other regulations in effect at the time of construction; (f) Lessee shall only use a licensed and insured contractor for any work performed on the Park or Roundabout Properties; and (g) Lessee shall defend, indemnify and hold Lessor harmless from and against any privileges, liens and claims (including attorney fees) for work, labor, or materials supplied for the Park Improvements or the Roundabout Improvements at the direction of Lessee, and in the event that any such privileges, liens or claims shall be filed for work, labor or materials supplied for the improvements at the direction of Lessee, Lessee shall, at Lessor's option, either escrow an amount equal to the amount of the privilege, lien or claim being filed, or obtain a bond for the protection

of Lessor in an amount not less than the amount of the privilege, lien or claim being filed, within thirty (30) days after the filing thereof.

(iv) During any period of construction of the Park Improvements or the Fountain Improvements as approved by Lessor or provided herein, Lessee shall ensure that all property of Lessor is protected from dust and residual materials generated by such construction, alterations or addition.

(v) The parties hereto agree that construction of the Park Improvements and Fountain Improvements shall commence within one (1) year after the Effective Date and that the improvements shall be completed within two (2) years after the Effective Date. Further, the parties hereto agree that upon the completion and acceptance of the Park Improvements and Fountain Improvements by Lessor, such improvements shall be the property of Lessor.

(c) **Rental for the Renewal Term.** In the event Lessee exercises its option to extend the term of this Lease pursuant to Section 5 hereof, the annual rental during the Renewal Period shall be the annual Adjusted Base Rental, determined as set forth in Section 6(a) hereof and payable as set forth therein.

(d) **General Rental Provisions.** All Lease payments shall be made payable to and mailed, as follows:

City of Lafayette / Lafayette City-Parish Consolidated Government
Attn: Accounting Division
P.O. Box 4017-C
Lafayette, LA 70502-4017

unless Lessee is notified in writing by Lessor of any change in payee or address at least sixty (60) days before the effective date of the change.

7. **OBLIGATION OF LESSEE TO ERECT PARKING TOWER.** Subject to the terms and conditions contained herein, including, but not limited to, those contained in Section 8, Lessee shall at its sole cost and expense construct or cause to be constructed a four (4) story (or more), five hundred forty-seven (547) (or more) parking space, concrete parking tower/garage (herein the "Parking Tower") on the Leased Premises covered by this Lease, all of which construction will be completed within two (2) years after the Effective Date, at a cost of no less than Fourteen Million and No/100 (\$14,000,000.00) Dollars.

(a) **Lessee To Maintain Parking Tower Until Destroyed Or Demolished.** Lessee agrees that as hereinafter provided in Section 13 hereof, it will maintain the Parking Tower to be erected upon the Leased Premises until the same shall have been destroyed or demolished as hereinafter provided in this Section 7.

(b) **Lessee To Repair Damage Or Demolish Parking Tower.** Should the said Parking Tower or any subsequent building/parking tower erected upon the Leased Premises in its place, be damaged by fire, water, storm, cyclone, or other casualty, Lessee agrees to commence the repairs

of such Parking Tower or any subsequent building/parking tower with all reasonable speed, but in any event, within a period of six (6) months after such damage shall occur and thereafter prosecute the same to completion with due diligence, or, in the alternative, to commence to demolish the said Parking Tower or any subsequent building/parking tower within said period of six (6) months and to prosecute the said demolition to completion with due diligence and thereafter to erect a new parking tower on the Leased Premises in accordance with the provisions set forth in this Section 7; and Lessee further agrees that upon completion of any repairs such Parking Tower shall be free of mechanics', contractors', subcontractors, materialmen's, laborers' and other liens or the possibility thereof.

(c) **Lessee To Replace Building Destroyed Or Demolished.** Lessee further covenants and agrees that should the Parking Tower to be erected upon the Leased Premises covered by this Lease pursuant to the first paragraph of this Section 7, or any subsequent building/parking tower erected upon the Leased Premises covered by this Lease in its place, be destroyed by fire, water, storm, cyclone, or other casualty, or should such building be demolished voluntarily or by order of the City of Lafayette, or any other constituted authority, Lessee will, with all reasonable speed, but in any event, within a period of one (1) year after such destruction or the completion of such demolition, as the case may be, begin to erect a new parking tower (the type of which building is to be subject to the same terms and conditions provided with respect to the erection of the Parking Tower) to cost not less than Fourteen Million and No/100 (\$14,000,000.00) Dollars, and in full conformity with the regulations and laws of the City of Lafayette and the State of Louisiana and subject to Lessor's approval of the plans and specifications and all other conditions contained in this Lease, including, but not limited to, Section 8. Lessee further agrees that upon completion of such building or buildings, it will be free of mechanics', contractors', subcontractors', materialmen's, laborers' and other liens or the possibility thereof.

(d) **Lessee May Terminate Lease For Event During Last Five Years.** Notwithstanding anything to the contrary hereinabove in this Section 7 provided, it is agreed that should the Parking Tower to be erected upon the Leased Premises covered by this Lease pursuant to the first paragraph of this Section 7, or any subsequent building/parking tower erected upon the Leased Premises covered by this Lease in its place, be destroyed by fire, water, storm, cyclone or other casualty within five (5) years of the end of the Renewal Term of this Lease, or should such building be ordered demolished by the City of Lafayette, or any other constituted authority within such period as a result of damage by fire, water, storm, cyclone or other casualty, Lessee shall have the right within sixty (60) days after such occurrence to terminate this Lease by the service of a notice in writing upon Lessor of its intention so to do; and upon the service of said notice as aforesaid within said period of sixty (60) days, this Lease shall thereupon be terminated and Lessor shall be entitled to any insurance money collected pursuant to the provisions hereinafter contained in Section 24 hereof, and the rights and obligations of Lessee in the Leased Premises will cease as fully and completely as if the final date fixed for the termination thereof had been reached, but Lessee shall nevertheless remain liable to Lessor for the payment of any and all rents and other charges in arrears at the time of such termination of this Lease; and for any damage suffered by Lessor for the breach of any of the covenants and agreements hereof by Lessee occurring prior to the date of such termination as aforesaid.

8. **IMPROVEMENTS/ALTERATIONS.** Lessee shall make no alterations or additions (herein the "Alterations") to the Leased Premises without written permission of Lessor, except Lessee may construct a Parking Tower on the Leased Premises in accordance with Section 7 provided, however, that with regard to the Alterations in which consent has been granted and the Parking Tower: (a) Lessee shall first submit to Lessor all plans for the Alterations or Parking Tower to be placed on the Leased Premises; (b) Lessor shall approve said plans, provided they meet with standards that Lessor is seeking to maintain in the general area, and are in conformity with other structures and improvements on Lessor's property adjacent to the Leased Premises (approval shall not be as to any structural requirements or its integrity for structural purposes); (c) no Alterations or the Parking Tower shall reduce or otherwise impair the value of the Leased Premises; (d) no Alterations or the Parking Tower shall be commenced until Lessee has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such; (e) the Alterations or the Parking Tower shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits, including, but not limited to, the building codes of the Development and Planning Department of the Lafayette City-Parish Consolidated Government and ADA and other regulations in effect at the time of construction; (f) Lessee shall only use a licensed and insured contractor for any work performed on the Leased Premises; and (g) Lessee shall defend, indemnify and hold Lessor harmless from and against any privileges, liens and claims (including attorney fees) for work, labor, or materials supplied for work on the Leased Premises at the direction of Lessee, and in the event that any such privileges, liens or claims shall be filed for work, labor or materials supplied for work on the Leased Premises at the direction of Lessee, Lessee shall, at Lessor's option, either escrow an amount equal to the amount of the privilege, lien or claim being filed, or obtain a bond for the protection of Lessor in an amount not less than the amount of the privilege, lien or claim being filed, within thirty (30) days after the filing thereof.

During any period of construction, alterations or additions as approved by Lessor or provided herein, Lessee shall ensure that all property of Lessor is protected from dust and residual materials generated by such construction, alterations or addition, and that all construction, alterations or additions shall be conducted such that and in such manner as to cause a minimum of interference with the transaction of business or production of events being held on or at Lessor's adjacent property, the Heymann Performing Arts Center and the Frem F. Boustany Convention Center (herein the "Heymann Center"); and that, such construction, alterations or additions as approved by Lessor or provided herein, shall not interfere with ingress, egress, access and use of the Heymann Center and adequate loading and unloading into the Heymann Center by all employees, patrons, guests, lessees, vendors and invitees of the Heymann Center.

Except as otherwise indicated hereinbelow, any Alterations and the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) to be constructed on the Leased Premises shall remain the property of Lessee during the Primary Term and Renewal Term. Upon expiration or termination of this Lease for any reason, Lessee shall at once surrender the Leased Premises; and notwithstanding any rights of Lessee pursuant to La. R.S. 41:1217 or any other provision of law, any Alterations or the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) thereon and still standing on the Leased Premises (except the furnishings, fixtures and equipment noted in Section 13) shall thereafter at Lessor's sole discretion either: (i) become the property of Lessor, without any right of reimbursement

therefor; or (ii) be demolished and removed, at the sole cost and expense of Lessee, with the Leased Premises being restored to its original condition, if not better.

9. **SIGNS.** Subject to the prior written approval of Lessor, Lessee shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Leased Premises which shall not be in violation of any law, statute or ordinance, and Lessee shall have the right to remove the same; provided, however, that Lessee must repair any damage to the Leased Premises caused by such removal.

10. **RIGHT OF ENTRY.** Upon reasonable notice (except in emergencies, which require no notice) to Lessee, Lessor, its employees, agents, successors or assigns shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspection, or in order to make any repairs required of Lessor, or which may be necessary for the preservation of the property.

11. **RIGHT OF USE BY PATRONS AND INVITEES OF LESSOR.** Subject to the terms and conditions of this Lease, during the Primary Term and Renewal Term of this Lease the employees, patrons, guests, lessees, vendors and invitees of the Heymann Center shall have the right of ingress, egress, access and use of the Leased Premises including, but not limited to, the Parking Tower (and any other improvements or Alterations, situated thereon) at no charge, anytime, seven (7) days a week.

Furthermore, Lessee hereby agrees that after completion of construction of the Parking Tower, the employees, patrons, guests, lessees, vendors and invitees of the Heymann Center shall have the exclusive right of ingress, egress, access and use of two hundred (200) parking spaces on the lowest levels of the Parking Tower during certain events such as PASA, Acadiana Symphony Orchestra, Broadway Series, Mardi Gras balls, and Arts and Crafts shows, on such dates and times to be determined and agreed upon by the Manager of the Heymann Center and Lessee.

12. **CONDITION AND UPKEEP OF PREMISES.** To Lessor's knowledge, the Leased Premises are in good condition. Lessee's assumption of possession of the Leased Premises constitutes an admission that the Leased Premises have been examined and found to be in good and safe condition and that Lessee accepts the Leased Premises in such condition, "as is, where is," and agrees to keep the Leased Premises in good condition, except normal wear and tear, casualty, and condemnation during the term of this Lease, and any extension or renewal thereof, at Lessee's expense. Lessee assumes full responsibility and liability for the condition of the Leased Premises. This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by a lessee under La. R.S. 9:3221.

13. **MAINTENANCE OF LEASED PREMISES AND OPERATIONS OF PARKING TOWER.** Lessee, at its sole cost and expense, shall maintain and keep the Leased Premises and all improvements located or constructed thereon including, but not limited to, any Alterations or the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) in good and clean condition and repair at all times during the term of this Lease. Subject to use by the employees, patrons, guests, lessees, vendors, and invitees of the Heymann Center (as provided in this Lease and Section 11), Lessee shall have control of the operations of the Parking Tower.

All furnishings, fixtures and equipment used in or on the Leased Premises (including the Parking Tower or any subsequent building/parking tower erected in accordance with Section 7) shall be supplied and installed at the sole cost and expense of Lessee and shall at all times be the property of Lessee, and Lessee shall have the right to remove the same from the Leased Premises (or the Parking Tower) at the termination of this Lease, provided that Lessee is not in default hereunder and provided further that Lessee shall be responsible for any and all damages to the Leased Premises (or Parking Tower or any subsequent building/parking tower erected in accordance with Section 7) caused by Lessee's removing of any furnishings, fixtures and equipment. Lessor and Lessee agree that Lessee shall maintain the ingress and egress of the Leased Premises in good and serviceable condition at its own expense.

14. **SERVITUDES.** Lessor shall have the right to grant servitudes and easements in areas of the Leased Premises for the installation of utilities and other purposes, provided that the use of such servitude and easement does not materially or unreasonably interfere with Lessee's use of the Leased Premises.

15. **INDEMNITY.** Lessor shall not be liable to Lessee, or to Lessee's officers, agents, employees, doctors, contractors, subcontractors, invitees, patrons, or visitors, nor to any other person for any damage or injury to any person or property caused by any act, omission or gross negligence of Lessee, or Lessee's officers, agents, employees, doctors, contractors, subcontractors, invitees, patrons, or visitors. Lessee shall indemnify, defend and hold Lessor, its officers, agents and employees, free and harmless from and against any and all claims, liabilities, losses, expenses, and any other costs for any damages or injuries attributable to Lessee or to Lessee's, officers, agents, employees, doctors, contractors, subcontractors, invitees, patrons or visitors, or in any way related to Lessee's occupancy of the Leased Premises or any action or inaction by Lessee, whether the damage or injury occurs on or off the Leased Premises. This indemnity shall include attorney's fees, expert fees, and costs. The foregoing indemnification shall survive the termination or expiration of this Lease.

16. **TAXES AND ASSESSMENTS.** Lessee shall pay all real estate taxes and assessments becoming due and payable with respect to the Leased Premises and any improvements constructed thereon during the Primary Term and renewal thereof, and all taxes or other charges imposed during the Primary Term or any renewal thereof with respect to any business conducted on the Leased Premises by Lessee or any personal property used by Lessee in connection therewith. Taxes, assessments or other charges that Lessee is obligated to pay or cause to be paid hereunder and that relate to any fraction of a tax year at the commencement or termination of this Lease shall be prorated based upon the ratio that the number of days in such fractional tax year bears to 365.

17. **UTILITIES.** Lessee is responsible for, and shall timely pay, the cost of all utilities provided to the Leased Premises.

18. **DEFAULT BY LESSEE.** The following events shall constitute Events of Default: (a) Lessee shall have failed in the payment of any monetary obligation hereunder when due and such failure shall not have been cured within thirty (30) business days after receipt of written notice from Lessor; and (b) Lessee shall have failed to perform any term, covenant, or condition of this

Lease, except those requiring the payment of money, and Lessee shall have failed to cure same within sixty (60) days after written notice from Lessor, delivered in accordance with the provision of this Lease, where such failure could reasonably be cured within said sixty (60) day period (subject to the occurrence of a force majeure event); provided, however, that where such failure could not reasonably be cured within said sixty (60) day period, Lessee shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable, but in no event later than three hundred sixty (360) days (subject to extension based on the occurrence of a force majeure event).

In the Event of Default, at the option of Lessor, Lessor may immediately cancel this Lease, evict Lessee from the Leased Premises, proceed against Lessee for past due installments of rent, and/or exercise any other right or remedy granted at law and by this Lease. Lessee remains responsible for all reasonable damages or losses suffered by Lessor, and Lessee hereby assents thereto. Lessor shall also have the right to re-enter the Leased Premises and to re-rent the Leased Premises at the best obtainable price, and Lessee shall remain liable to Lessor for any difference in the rent price in the event the re-renting is for a lesser rental. Lessee shall be responsible to Lessor for any reasonable costs and expenses in connection with such re-renting.

19. **QUIET ENJOYMENT.** Lessor covenants that, so long as Lessee is not in default hereunder, and timely performs all of its obligations hereunder, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Primary Term of this Lease and any renewal or extension hereof.

20. **NOTICE.** Any notice to be given under this Lease by Lessor to Lessee, or by Lessee to Lessor, shall be considered as duly given if made in writing, addressed to the other party and mailed by registered or certified mail postage prepaid, to the following addresses, or to such address of Lessor or Lessee as either may from time to time designate in writing:

IF TO LESSOR:

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Attention: Mayor-President

P. O. Box 4017-C

Lafayette, Louisiana 70502

IF TO LESSEE:

21. **ASSIGNMENT AND SUBLETTING.** Lessee shall not be permitted to assign or sub-lease any part of or all of this Lease without first obtaining the written consent of Lessor, to be granted or withheld in its sole discretion. In the event Lessor approves the same, Lessee shall remain liable to Lessor for the faithful performance of all of the provisions hereof, including but not limited to, the payment of all rents and other sums provided for herein.

22. **HOLDOVER.** At the expiration of this Lease, or at its termination for any other cause, Lessee shall immediately surrender possession. Lessee shall pay as liquidated damages 1 ½ times the rent per day for each day of Lessee's failure to surrender possession of the Leased Premises.

23. **INSURANCE.** It is agreed that Lessor shall be under no obligation to maintain insurance of any kind or amount on the Leased Premises or property of Lessee or for any property damage or personal injury liability for Lessee. For the mutual protection of Lessor and Lessee, Lessee at its sole cost and expense agrees to carry and maintain, with regard to: (i) the Leased Premises, during the Primary Term and Renewal Term of this Lease; and (ii) the Park and the Roundabout, during construction of the Park Improvements and Roundabout Improvements, and use or maintenance thereof, the following insurance, to-wit:

(a) **Standard Workmen's Compensation.** This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability coverage of \$1,000,000.00 minimum per accident/per disease/per employee, with waiver of subrogation in favor of Lessor; and

(b) **Commercial General Liability.** This shall include insurance with limits of at least \$2,000,000.00 per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, Explosion, Collapse, Underground Hazard, Broad Form Contractual Liability and Broad Form Property Damage; and

(c) **Business Automobile Liability Insurance.** This shall include Business Automobile Liability Insurance with limits of at least \$1,000,000.00 Combined Single Limit (CSL) for bodily injury and property damage per accident. If "Any Auto" coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Lessee does not own an automobile (vehicle) and an automobile (vehicle) is utilized in the execution of this Lease agreement, then "Hired" and "Non-Owned Auto" coverage is required; and

(d) **Additional Insured.** The Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers shall be named as additional insureds on the insurance policies maintained hereunder.

(e) **Certificates.** A Certificate of Insurance shall be furnished by Lessee when this Lease is executed (and renewed) and shall provide for written notice to Lessor thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder. All insurance coverage required hereunder shall apply as primary and not as excess or contributing to any other insurance issued in the name of the named or additional insured(s).

24. **FIRE AND OTHER COVERAGE.** Lessee hereby agrees that during construction of any Alterations or the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) on the Leased Premises, Lessee shall secure sufficient builder's risk insurance, naming Lessor as an additional insured and provide evidence of such insurance coverage to Lessor prior to commencement of any Alterations or the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) on the Leased Premises. Lessee shall

only use a licensed and bonded contractor for any such work. Lessee warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner.

Further, Lessee hereby agrees at its sole cost and expense to carry and maintain fire and extended coverage insurance on a special cause of loss or all risk property form, in an amount equal to the current replacement value of the Parking Tower, which replacement value shall be redetermined by Lessor at the beginning of each year of the Primary Term and the renewal thereof. Lessor shall, upon each such redetermination, give written notice to Lessee of such redetermined replacement value. If Lessee fails to object to such redetermined replacement value within twenty-one (21) days after its receipt of written notice thereof, such value shall be deemed acceptable to Lessee. If Lessee does object to such redetermined replacement value, the replacement value of the Leased Premises shall then be determined by an appraisal by a firm or person selected by Lessor and approved by Lessee. Such firm or person's determination of the replacement value of the Leased Premises shall be conclusive and binding upon Lessee. The cost of any such appraisal shall be borne by Lessee. If the replacement value of the Parking Tower (or any subsequent building/parking tower erected in accordance with Section 7) determined by such an appraisal is higher than the then existing limits of fire and extended insurance coverage, Lessee shall, at its sole cost and expense, promptly cause such insurance limits to be increased to the new replacement value of the Parking Tower. The fire and extended coverage insurance policy shall specifically provide that the Lafayette City-Parish Consolidated Government, its officials and employees are an additional insured and that all payments shall be made as their interests appear.

25. **DELAYS DUE TO STRIKES, ETC.** Whenever Lessee, pursuant to the provisions of this Lease, is required to repair or erect, or to commence to repair or erect, any building on the Leased Premises covered by this Lease within a particular time limit, or at or before a specified date, if Lessee should, in good faith, be delayed by any strike, lockout, fire or other casualty, governmental regulations, injunction, or other restraint, or other cause beyond Lessee's control, then and in such event the period of delay occasioned by any such strike, lockout, fire or other casualty, governmental regulations, injunction or other restraint, or other cause beyond Lessee's control, shall be added to the particular time limit otherwise provided herein, and Lessee shall not be in default if it shall complete such work or repair or erection or commence such work of repair or erection, as the case may be, within the stipulated time limit increased by a period of time equal to such period of delay.

26. **EXPROPRIATION.**

(a) **Partial Expropriation.** In case any part of the Leased Premises covered by this Lease less than the whole shall be expropriated and the portion of the Leased Premises remaining after such taking has substantial commercial value, this Lease shall not be terminated but from and after the date of which Lessee shall have been so deprived of the possession of any part of the premises covered by this Lease, the rent thereafter payable under the provisions of this Lease shall be reduced in the proportion that the value of the land so taken bears to the value of the land subject to this Lease immediately prior to such taking.

(b) **Total Expropriation.** In case the whole of the Leased Premises covered by this Lease shall be taken under the power of eminent domain or in case the portion of the Leased

Premises remaining after any such taking has no substantial commercial value, this Lease shall cease and terminate on the date that Lessee is deprived of possession of the premises covered by this Lease or so much thereof as may be so taken.

(c) **Division Of Award.** In the event of any taking under the power of eminent domain, Lessor shall be entitled to receive the full award for the value of the land subject to the lease so taken. If any building or buildings, or part thereof, hereafter constructed upon the Leased Premises covered by this Lease shall be so taken, Lessee shall be entitled to so much of the award therefor, if any, as may be required to restore any portion of the building or buildings not so taken to serviceable condition and shall be obligated to use the same for such purpose, unless this Lease is thereby terminated by reason that the remaining portion of the Leased Premises after such taking has no substantial commercial value as set forth in Section 26(b), and the balance of the award therefor (or the entire award therefor if this Lease is terminated) shall be divided between Lessor and Lessee in proportion to the then unexpired term of this Lease, Lessor being entitled to receive a pro rata part equal to the expired portion of the Lease and Lessee being entitled to receive a pro rata part equal to the unexpired portion of the Lease. If at the time Lessee is entitled to receive any such award Lessee shall be in default in the observance or performance of any of the covenants in this Lease contained, there shall be deducted from the award otherwise payable to Lessee and added to the award to be received by Lessor such amount as may be required to satisfy and cure such default.

27. **HEYMANN CENTER AS A MEDICAL SPECIAL NEEDS SHELTER.** Lessee does hereby acknowledge that the Heymann Center is designated as a Medical Special Needs Shelter and accordingly, during times of a State declared emergency or disaster, the State of Louisiana shall have use of the Heymann Center. Lessee hereby acknowledges the use of the Heymann Center by the State of Louisiana and agrees that all construction, alterations or additions to the Leased Premises shall be conducted such that and in such manner as to cause a minimum of interference with the use of the Heymann Center by the State of Louisiana.

28. **NO WAIVER.** No waiver of any condition or covenant in this instrument contained, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach. No payment by Lessor, in case of default on the part of Lessee in that respect, of any taxes, assessments, public charges, or premiums of insurance, or the payment of any amount herein provided to be paid other than rents, or in the procuring of insurance as hereinabove provided, shall constitute or be construed as a waiver of contract by Lessor of the default of Lessee in that respect.

29. **LEASE NOT AFFECTED BY DAMAGE OR DESTRUCTION OF PARKING TOWER.** Except as provided in Section 7(d), no damage to or destruction of the Parking Tower or any subsequent building/parking tower now or hereafter located on the premises covered by this Lease by fire or other casualty shall entitle Lessee to surrender possession of the premises covered by this Lease, or to terminate this Lease, or to have an abatement of any part of the rents, the laws of the State of Louisiana to the contrary notwithstanding; and neither party hereto shall be released, by reason of the damage or destruction of any such building or buildings on the premises covered by this Lease, from the obligations created or imposed by virtue of this Lease.

30. **RIGHT OF FIRST REFUSAL.** If during the Primary Term or Renewal Term of this Lease Lessor receives a bonafide third party offer (herein the "Offer") to purchase all or any part of the Leased Premises on terms that are acceptable to Lessor in Lessor's sole discretion, within five (5) business days after Lessor's receipt of the Offer Lessor agrees to notify Lessee in writing (herein the "Notice") by certified mail of the terms of the Offer. Lessee will have thirty (30) days after the date of receipt of the Notice within which to notify Lessor that Lessee elects to purchase the Leased Premises (or the portion thereof which is the subject of the Offer) on the terms of the Offer as described in the Notice. If Lessee so elects, the closing of such sale will take place at the office of Lessee's attorneys pursuant to the terms of the Offer. If Lessee does not elect to purchase the Leased Premises (or the portion thereof which is the subject of the Offer) within thirty (30) days after the date of Lessee's receipt of the subject Notice, Lessor may sell or transfer the Leased Premises (or the portion thereof which is the subject of the Offer) to another purchaser at the price and on substantially the terms stated in the Offer. Said shall be made subject to the Lease. In the event Lessee elects to purchase the Leased Premises, or the portion thereof which is the subject of the Offer, then the sale or transfer shall take place on or before ninety (90) days from receipt of the Notice.

31. **RECORDATION.** This Lease shall be recorded in the public records of Lafayette Parish, State of Louisiana.

32. **ASSIGNMENT BY LESSOR.** Lessor shall have the right to transfer and assign, in whole or in part, all of Lessor's rights and obligations hereunder, as well as the Leased Premises and property referred to herein, and in such event and as of the date of such assignment or transfer and thereafter Lessor shall have no further liability or obligation hereunder arising after the date of such assignment or transfer.

33. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

34. **BINDING EFFECT.** This Lease, and each and every term and provision hereof, shall be for the benefit of and be binding upon the parties hereto, and each of them, and their respective heirs, successors, executors, administrators and permitted assigns.

35. **CONSTRUCTION OF LEASE.** The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either Lessor or Lessee. Section headings in this Lease are for convenience only and are not to be construed as part of this Lease or in any way defining, limiting or amplifying the provisions thereof.

36. **GOVERNING LAW.** This lease is to take effect in Louisiana, and shall be governed and controlled by the laws of Louisiana, without regard to principles of conflicts of laws. Mandatory venue for any dispute regarding this lease shall be in Lafayette, Louisiana.

37. **ENVIRONMENTAL COMPLIANCE.** The term "Hazardous or Environmentally Unsafe Substances" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Lessee agrees that (a) no activity will be conducted on the Leased Premises that will produce any Hazardous or Environmentally Unsafe Substances at the Leased Premises; (b) the Leased Premises will not be used in any manner for the storage of Hazardous or Environmentally Unsafe Substances; (c) Lessee, its employees, agents or contractors will not cause any surface or subsurface conditions to come into existence that constitute, or with the passage of time may constitute, Hazardous or Environmentally Unsafe Substances on the Leased Premises, and if so brought thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any time before, during or after the term of the Lease, including without limitation, the time Lessee occupied and used the Leased Premises as lessee prior to this Lease, Lessee, its employees, agents or contractors causes or has caused the Leased Premises to be so contaminated or subject to said conditions, Lessee shall and does hereby agree to indemnify, defend, and hold Lessor harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature caused by Lessee including, but not limited to, attorneys' fees and expenses, court costs, administrative costs and costs of appeal. The foregoing indemnification shall survive the terminations or expiration of this Lease.

38. **ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement between the parties concerning the Leased Premises. All prior leases, agreements or understandings between the parties concerning the Leased Premises, whether written or oral, are merged into this Lease and shall have no force and effect.

39. **ATTORNEY FEES.** In the event that any litigation is initiated concerning this Lease, the prevailing party shall be entitled to payment by the other party of all of its reasonable attorney's fees, expert fees, and costs of court in connection with such litigation, or a portion thereof in the event one of the parties shall prevail partially, as the court may determine.

40. **SURVIVAL.** All representations, warranties and indemnifications contained herein shall survive the termination or expiration of this Lease.

THUS DONE AND PASSED, as to LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, at Lafayette, Louisiana, on this ____ day of _____, 20__, in the presence of the undersigned competent witnesses, who hereunto sign their names with Lessor and me, Notary, after due reading of the whole.

WITNESSES:

LESSOR:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

(Signature of Witness Here)

BY: _____
Joshua S. Guillory
Mayor-President

(Name of Witness - Please Print)

(Signature of Witness Here)

(Name of Witness - Please Print)

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____
(My commission expires _____)

THUS DONE AND PASSED, as to _____, at _____,
on this ____ day of _____, 20__, in the presence of the undersigned
competent witnesses, who hereunto sign their names with Lessee and me, Notary, after due reading
of the whole.

WITNESSES:

LESSEE:

(Signature of Witness Here)

BY: _____

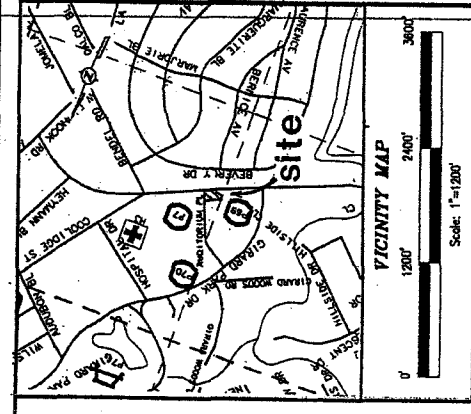
(Name of Witness - Please Print)

(Signature of Witness Here)

(Name of Witness - Please Print)

NOTARY PUBLIC

Print Name: _____
Notary Identification No. _____
(My commission expires _____)



**FINAL PLAT
SHOWING PROPERTY
OF**

JOAN GERMAINE HEYMANN
CLAIRE LYNN HEYMANN
AND
LILA ROSAMOND HEYMANN
(A Commercial Development)

LOCATED IN
SECTION 47, T-10-S, R-4-E
CITY OF LAFAYETTE
LAFAYETTE PARISH, LOUISIANA

Scale: 1"=80' Date: JUNE 23, 2000

prepared by
Michael J. Breaux & Associates, Inc.
Professional Land Surveyors
108 Announce Street
Lafayette, Louisiana 70507
(337) 332-2428

PLATE

SEE PLAT FILING CABINET

Page Number: 2000-00024329 Seq: 1

NOTES

This survey was conducted by me or under my direct supervision based on standards for Class C surveys in accordance with the minimum standards for property boundary surveys as adopted by the Board of Registration for Professional Engineers and Land Surveyors.

Purpose of Plot is for approval by the Lafayette Department

and that are referenced to that recorded under Act No. 584228.

*No fill, structure, improvement or development of any type can be developed in flood-prone areas unless technical data is submitted by a Louisiana Licensed Engineer or Land Surveyor certifying that adverse flood heights will not result due to the development.

*No structure, enclosed on three or more sides, shall be erected in the one-hundred (100) year flood zone unless the lowest floor is at or above the base flood elevation height for that area in effect at that time. The lowest floor elevation will have to be certified by a Licensed Licensed Engineer or Land Surveyor.

This property is located within the City of Lafayette, Louisiana.

According to Flood Insurance Rate Map (FIRM) No. 22455C 45G, having an effective date of January 19, 1998, Lafayette Parish, this property is located in Flood Zone X (outside 500-year flood plain).

Title La property: Act of Exchange recorded under Act No. 98-0012785

Title Does not Matter

Properly, you be subject to BWA Surveillance and/or Enforcement that are not done

Agree between letters A B C A is dedicated for right of man

NOTES

[illegible]

OWNER / DEVELOPER

JOAN GERMAINE HEYMANN, CLAIRE LYNN HEYMANN,
& ILLA ROSAMOND HEYMANN

c/o STEVEN J. DUPUIS
515 W CONVENT STREET

315 W. CONVENT STREET
LAFAYETTE, LA 70501
(337) 233-6070

M. J. BREADY, BREUX, P.L.S.

REG No 449/

REGISTERED

PROFESSIONAL

11/11/2011 11:11 AM

מחלקת המבחנים

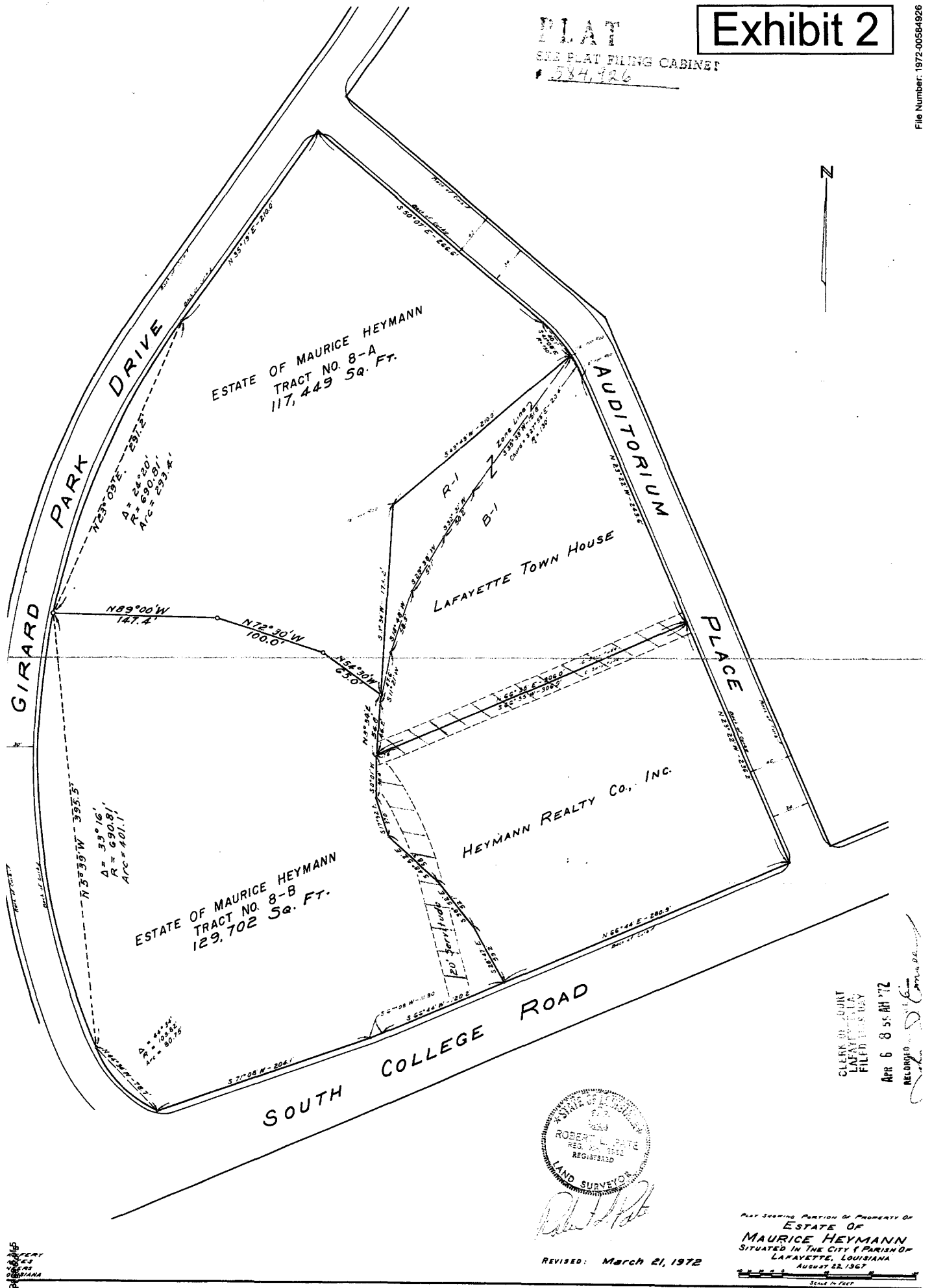
SECRET

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PLAT

SEE PLAT FILING CABINET
584,926

Exhibit 2



Page 1 of 1

Justification:
To budget the

RECEIVED
MAY 28 2021
LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

0.00

[illegible]

Kenneth L. H.
BUDGET MANAGEMENT OFFICER

DATE 5/08/07

DATE _____

DATE _____


RECEIVED

MAY 28 2021

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Legal Department (1400)

TO: Cydra Wingerter

DATE: May 27, 2021

FROM: Lawrence Marino

SUBJECT: City Council Ordinance
Ordinance to Enter into Lease Agreement for the Property Between Heymann Memorial Park and PASA Place

Please find attached an Ordinance authorizing the Mayor-President to enter into a lease for the property situated between Heymann Memorial Park and PASA Place (the "Property"), owned by the City of Lafayette and currently being used as a parking lot, and attaching a form of the proposed Lease Agreement.

The Ordinance recognizes that an application to lease the Property has been filed with the City pursuant to the Louisiana Public Leasing Law, La. R.S. 41:1211 *et seq.* The purpose of the lease is to improve parking and the flow of traffic for the Heymann Center, the Lafayette General Medical Center, and the surrounding area; specifically, to construct (or cause to be constructed) a four (4) story, five hundred forty-seven (547) parking space, concrete parking tower/garage at the lessee's own cost and expense. The parking tower/garage will be used jointly by the employees, patrons, and invitees of the Heymann Center and the Lafayette General Medical Center.

The advertisements for the lease of the Property required by La. R.S. 41:1211 *et seq.* will be published prior to final adoption of the Ordinance.

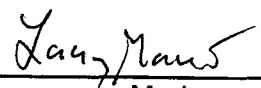
The Ordinance further provides that the Mayor-President is authorized and directed to lease the Property in accordance with La. R.S. 41:1211 *et seq.*, and to enter into a Lease Agreement, substantially in the form of the Lease attached hereto, with the successful bidder.

Attached are:

1. An Ordinance of the Lafayette City Council Authorizing and Directing the Lafayette Mayor-President to Enter Into a Lease Agreement for the Property Between Heymann Memorial Park and PASA Place, and amending the FY 20/21 operating budget of the Lafayette City-Parish Consolidated Government by increasing rental income and reducing the use of the City general fund prior year fund balance in the amount of \$129,600;
2. Lease Agreement; and
3. Agenda Item Submittal Form.

t: 337.233.1100 / lmarino@oatsmarino.com / f: 337.233.1178

Please submit this ordinance for introduction at the Council meeting on June 15, 2021 with final adoption on July 6, 2021. Should you have any questions, please contact our office.



Lawrence Marino
Assistant City-Parish Attorney

Enclosure

cc: Greg Logan
Robert Benoit

RECEIVED
MAY 28 2021
LAFAYETTE CONSOLIDATED GOVERNMENT
CFO-OFFICE OF FINANCE & MGMT

LAFAYETTE CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: An ordinance of the Lafayette City Council authorizing and directing the Lafayette Mayor-President to enter into a lease agreement for the property between Heymann Memorial Park and PASA Place, and amending the FY 20/21 operating budget of the Lafayette City-Parish Consolidated Government by increasing rental income and reducing the use of the City general fund prior year fund balance in the amount of \$129,600.

2) ACTION REQUESTED: Adoption of Ordinance

3) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: June 15, 2021

B) FINAL ADOPTION: July 6, 2021

4) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Internal memorandum from Legal Department (2 pages)

B) Ordinance (2 pages)

C) Lease Agreement (19 pages)

5) FISCAL IMPACT:

X Fiscal Impact - A \$129,600 decrease in the use of the City General Fund Prior Year Fund Balance.

 No Fiscal Impact

RECOMMENDED BY:

Lawrence Marino
LAWRENCE MARINO,
ASSISTANT CITY-PARISH ATTORNEY

APPROVED FOR AGENDA:

C. Wingarter / Karen Theis
CYDRA WINGERTER,
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. CO-080-2021

1. This ordinance was introduced:
June 15, 2021
YEAS: Lewis, Naquin,
Cook, Lazard

NAYS: None

ABSENT: Hebert

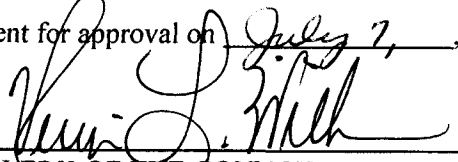
ABSTAIN: None

Final disposition by Council:
July 6, 2021
YEAS: Lewis, Naquin,
Hebert, Cook, Lazard

NAYS: None

ABSENT: None

ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on June 18, 2021.
3. This ordinance was presented to the Mayor-President for approval on July 7, 2021, at 11:20 o'clock a.m.



CLERK OF THE COUNCIL
4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 9 day of JULY, 2021, at 10:30 o'clock a.m.

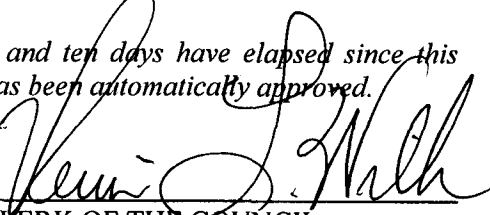
B. Veto this ordinance, the _____ day of _____, 2021, at _____ o'clock _____.m., veto message is attached.

C. Line item veto certain items this _____ day of _____, 2021, at _____ o'clock _____.m., veto message is attached.


MAYOR-PRESIDENT
5. Returned to Council Office ~~with~~ without veto message on July 12, 2021, at 2:30 o'clock p.m.
6. Reconsideration by Council (if vetoed):

On _____, 2021, the Council did/refused to adopt this ordinance after the Mayor-President's veto.
7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2021, at _____ o'clock _____.m.

If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.


CLERK OF THE COUNCIL
8. Full publication of this ordinance was made in the Advertiser on July 9, 2021.

[illegible]