

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6744

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: T.J. SMITH

PROVIDED BY: PLANNING

INTRODUCED BY: MR. DAVIS

SECONDED BY: MR. FITZGERALD

ON THE 5 DAY OF AUGUST , 2021

AN ORDINANCE TO AMEND ARTICLE III EXPENDITURE CRITERIA IN A VOLUNTARY DEVELOPMENTAL AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND PARIS PROPERTIES, L.L.C., THE DEVELOPER OF JOHNNY F. SMITH MEMORIAL BUSINESS PARK SUBDIVISION, LOCATED IN WARD 9, DISTRICT 14.

WHEREAS, the St. Tammany Parish Council adopted Council Ordinance Series No. 03-0708 on July 10, 2003, whereby St. Tammany Parish formally accepted and entered into a voluntary developmental agreement with Paris Properties, L.L.C., the developer of Johnny F. Smith Memorial Business Park Subdivision; and

WHEREAS, the St. Tammany Parish Planning Commission and Council previously held public hearings concerned said agreement and concluded that said agreement was mutually acceptable, binding on all parties, and shall derive benefits for the development and to the Parish; and

WHEREAS, since the parties entered into said voluntary developmental agreement, the parties have agreed for Paris Properties, L.L.C., the developer of Johnny F. Smith Memorial Business Park Subdivision, to provide a one-time voluntary developmental impact fee to St. Tammany Parish Government in order for St. Tammany Parish Government to provide benefits consisting of future public infrastructure improvements within the district in which the subdivision is located; and

WHEREAS, the parties have identified a need to amend the existing volunteer developmental agreement and are requesting an amendment for the purpose of modifying the Expenditure Criteria set out in Article III of the original agreement, as set forth in the Amendment to Developmental Agreement, attached hereto as "Exhibit A"; and

WHEREAS, St. Tammany Parish hereby concludes that said proposed amendment to the agreement is substantive in nature, necessary, and mutually acceptable and beneficial for the Developer and the Parish.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that St. Tammany Parish hereby amends Article III Expenditure Criteria of the voluntary developmental agreement between the Parish of St. Tammany and Paris Properties, L.L.C., the developer of Johnny F. Smith Business Park Subdivision, specifically referred to in Council Ordinance Series No. 03 0708, which was adopted on July 10, 2003, and which Amendment to Developmental Agreement is attached hereto as "Exhibit A".

BE IT FURTHER ORDAINED that this amendment to the agreement shall be recorded with the original agreement in the records of St. Tammany Parish Clerk of Courts Office, if applicable, and this ordinance shall also serve as an attachment.

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 other provisions 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.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after 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 DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 2 DAY OF SEPTEMBER, 2021; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MICHAEL R. LORINO, JR., COUNCIL CHAIRMAN

ATTEST:

KATRINA L. BUCKLEY, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: JULY 28, 2021

Published Adoption: _____, 2021

Delivered to Parish President: _____, 2021 at _____

Returned to Council Clerk: _____, 2021 at _____

AMENDMENT TO
DEVELOPMENTAL AGREEMENT

(Johnny F. Smith Memorial Business Park Subdivision)

This Amendment to Developmental Agreement (the “Amendment”) is made and entered into by and between the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized (hereinafter referred to as “**Parish**”); and

PARIS PROPERTIES, L.L.C., a Louisiana limited liability company, whose mailing address is 100 Logan Drive, Pearl River, Louisiana 70452, herein represented by its Manager, Chris Jean (hereinafter referred to as “**Developer**”).

WHEREAS, effective as of August 8, 2006, Parish and Developer entered into a Developmental Agreement regarding certain parcels in Johnny F. Smith Memorial Business Park Subdivision (the “**Original Agreement**”); and

WHEREAS, the parties have identified a need to amend the Original Agreement to modify the Expenditure Criteria set out in Article III of the Original Agreement; and

NOW THEREFORE the parties desire to enter into this Amendment in order to amend and/or add the following provisions. This Amendment is not intended to release any party from the obligations stated in the Original Agreement, but is intended only to amend certain provisions to that Original Agreement:

1. **ARTICLE III. EXPENDITURE CRITERIA** is hereby amended as follows:

In consideration of the Developer paying a one-time voluntary developmental impact fee as cited in Article I, the Developer and the Parish hereby covenant and agree that the said developmental impact fee shall be expended to provide benefit for any public infrastructure improvements, including but not limited to roads, drainage, recreation, lighting, and beautification, within the district in which the subdivision is located.

2. This Amendment supersedes the Original Agreement only where there exists any conflict. This Amendment controls any conflicts of any terms or conditions. Except as amended hereby, the Original Agreement remains unmodified and in full force and effect.
3. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

THUS DONE AND SIGNED on the _____ day of _____, 2021 in the presence of the undersigned witnesses.

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT**

BY: _____

Michael B. Cooper, Parish President

Printed: _____

Printed: _____

THUS DONE AND SIGNED on the _____ day of _____, 2021 in the presence of the undersigned witnesses.

WITNESSES:

PARIS PROPERTIES, L.L.C.

BY: _____

Chris Jean

Printed: _____

Printed: _____