

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6371

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: MR. STEFANCIK

PROVIDED BY: COUNCIL OFFICE

INTRODUCED BY: MR. AIREY

SECONDED BY: MR. FITZGERALD

ON THE 7 DAY OF MAY, 2020

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ADOPT A DEVELOPMENTAL AGREEMENT WITH J/MAC DEVELOPMENT, LLC FOR OAKLAWN TRACE SUBDIVISION (WARD 7, DISTRICT 11)

WHEREAS, Parish enacted Ordinance 92-1655 which authorized Parish to enter into Developmental Agreements with developers of land, to provide for the contents, periodic review, enforcement and applicability of said agreements and for amendment, cancellation, modification and/or suspension of said agreements; and

WHEREAS, the lack of certainty and the approval of development projects can result in a waste of resources, escalate the cost of development to the consumer, and discourage investment and commitment to comprehensive planning. However, assurances made by Parish to Developer that he may proceed with the project in accordance with existing policy, rules and regulations will facilitate the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development; and

WHEREAS, it is the intent of the Parties to enter into a Developmental Agreement which specifies the duration, the permitted uses of the property, the density and intensity of use and any other such provisions deemed appropriate by the Parties; and

WHEREAS, said Development Agreement may include terms, restrictions and requirements for subsequent discretionary actions by the Parish, provided that said actions shall not prevent the development of the land for the user and to the density or intensity of use as may be set forth within the Developmental Agreement; and

WHEREAS, Developer received tentative approval from the Planning Commission for Oaklawn Trace Subdivision at a public hearing held on December 14, 2004, said date being prior to the effective date of mandatory impact fees imposed by St. Tammany Parish Code of Ordinances Section 2-769, et seq.; and

WHEREAS, the St. Tammany Parish Council, having held a public hearing concerning said agreement does hereby conclude that said Development Agreement is mutually acceptable, binding on all parties, and shall derive benefits for the development, the area and to the Parish in general.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that it hereby accepts and enters into said Developmental Agreement with J/MAC Development, LLC.; and

BE IT FURTHER ORDAINED: that the Office of the Parish President is hereby authorized to sign and/or execute the Developmental Agreement between St. Tammany Parish and J/MAC Development, LLC and to take all actions necessary, including entering into all agreements or negotiations in furtherance of the actions authorized herein; and

BE IT FURTHER ORDAINED: that all acts previously taken by the Office of the Parish President in furtherance of the actions or agreements contemplated herein are hereby ratified and approved.

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 4 DAY OF JUNE, 2020; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MICHAEL R. LORINO, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: APRIL 29, 2020

Published Adoption: _____, 2020

Delivered to Parish President: _____, 2020 at _____

Returned to Council Clerk: _____, 2020 at _____

Ordinance Administrative Comment

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ADOPT A DEVELOPMENTAL AGREEMENT WITH J/MAC DEVELOPMENT, LLC FOR OAKLAWN TRACE SUBDIVISION (WARD 7, DISTRICT 11)

St. Tammany Parish seeks to approval for a voluntary Developmental Agreement regarding Oaklawn Trace Subdivision. Parish had previously approved same under Ordinance No. 05-1120. However, no draft/proposed agreement could be located. Proposed Development Agreement as approved by Planning Commission on March 10, 2020 is now offered and attached.

Oaklawn Trace held a public hearing on December 14, 2004 wherein tentative subdivision approval was received.

DEVELOPMENTAL AGREEMENT

This Developmental Agreement (“**Agreement**”) is made and entered into this _____ day of _____ 2020, pursuant to LSA R.S. 33:4780.21 through 33:4780.33 relative to local zoning and planning, and authorizing parishes to enter into developmental agreements with private developers, St. Tammany Parish Code of Ordinances Section 125-121, et seq. and any other constitutional and statutory authority, by and among 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

J/MAC DEVELOPMENT, LLC, a limited liability company organized in the State of Louisiana, whose mailing address is c/o Lonesome Development, LLC, 381 Highway 21, Suite 201, Madisonville, La 70447, represented by and through _____, its _____, duly authorized (hereinafter referred to as “**Developer**”).

Parish and Developer hereinafter may be collectively referred to as “**Parties**” or individually as a “**Party**”.

WHEREAS, Parish enacted Ordinance No. 92-1655 which authorized Parish to enter into Developmental Agreements with developers of land, to provide for the contents, periodic review, enforcement and applicability of said agreements and for amendment, cancellation, modification and/or suspension of said agreements; and

WHEREAS, the lack of certainty and the approval of development projects can result in a waste of resources, escalate the cost of development to the consumer, and discourage investment and commitment to comprehensive planning. However, assurances made by Parish to Developer that he may proceed with the project in accordance with existing policy, rules and regulations will facilitate the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development; and

WHEREAS, it is the intent of the Parties to enter into this Agreement which specifies the duration of the Agreement, the permitted uses of the property, the density and intensity of use and any other such provisions deemed appropriate by the Parties; and

WHEREAS, said Agreement may include terms, restrictions and requirements for subsequent discretionary actions by the Parish, provided that said actions shall not prevent the development of the land for the user and to the density or intensity of use as may be set forth within this Agreement; and

WHEREAS, Developer received tentative approval from the Planning Commission for Oaklawn Trace Subdivision (as described below) at a public hearing held on December 14, 2004,

said date being prior to the effective date of mandatory impact fees imposed by St. Tammany Parish Code of Ordinances Section 2-769, et seq.

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

1. **LAND USE.** Developer shall develop the Developer's property situated south of U.S. Highway 190 near the intersection with Bird World Road in Lacombe, Louisiana for residential purposes, all generally in accordance with the Amended P.U.D. Plan for Oaklawn Trace in Section 33, T-8-S, R-13-E by Kelly J. McHugh, Kelly J. McHugh & Assoc., Inc. dated May 4, 2017 and bearing Job No. 04-082, a copy of which is attached hereto as Exhibit "A" to be named "**Oaklawn Trace Subdivision**".
2. **ASSESSMENT AND COLLECTION.** The Parties hereby covenant and agree that Parish shall collect, and the Developer shall pay through voluntary assessment, a one-time developmental impact fee in the amount of one thousand dollars (\$1,000.00) per lot for each of the 160 lots of Oaklawn Trace Subdivision for the amount of one hundred sixty thousand dollars (\$160,000.00) in total, which shall be due and payable as follows:
 - a. First Eighty (80) Lots: For the first eighty (80) lots, payment of the developmental impact fee shall be applied in installments of one thousand dollars (\$1,000.00) per lot as follows:
 - i. In-Kind Contributions. The Parties agree that Developer has already provided in-kind contributions for Oaklawn Trace Subdivision and the surrounding vicinity through the rerouting and improvement of area drainage in the amount of seventy nine thousand seven hundred four and 71/100 dollars (\$79,704.71). Said in-kind contributions consisted of certain drainage improvements depicted in the plan of Drainage Improvements Down Tammany Trace by Kelly J. McHugh, Kelly J. McHugh & Assoc., Inc. dated January 2, 2008, last revised December 2, 2019 and bearing Job No. 04-082, a copy of which is attached hereto as Exhibit "B".
 - ii. Cash at Execution. The Parish shall collect and the Developer shall pay the sum of two hundred ninety five and 29/100 dollars (\$295.29) at full execution of this Agreement.
 - b. Subsequent Lots: For any subsequent lots for which developmental impact fee payments are not applied pursuant to Section 2(a)(i-ii) above, the remaining balance of eighty thousand dollars (\$80,000.00) shall be payable in installments of one thousand dollars (\$1,000.00) per lot, due and payable to Parish by

Developer prior to recording the final, approved plat for each phase of Oaklawn Trace Subdivision containing such subsequent lots.

- 3. ACCOUNTING AND DISBURSEMENT.** The developmental impact fees collected shall be remitted to the St. Tammany Parish Department of Finance, P.O. Box 628, Covington, La 70434 by the Developer. Impact fees shall be paid by check and made payable to “St. Tammany Parish”. Said fees shall be deposited into an escrow account established in the name of the subdivision. The funds within the escrow account shall be controlled and regulated by the Office of the Parish President and shall be made available for disbursement when a valid project has been presented and recommended by the Parish and subsequently authorized by the Office of the Parish President.
- 4. EXPENDITURE CRITERIA.** In consideration of the Developer paying voluntary developmental impact fees as provided by this Agreement, Parish hereby covenants and agrees that said developmental impact fees will provide benefit for the citizens of St. Tammany Parish through transportation and/or drainage infrastructure improvements.
- 5. ENFORCEMENT.** The Parties hereto pledge their cooperation in complying with the terms and conditions of this Agreement. However, should Developer, its successors or assigns, fail to remit impact fees in a timely manner when due, the Parish shall reserve the right to refuse to record the plat, issue building permits, stay the construction of existing lots or sites, or restrict any other activities relative to Oaklawn Trace Subdivision until said payments are made, and/or any and all other remedies available to Parish in law or equity.
- 6. TERMINATION AND BINDING NATURE.** This Agreement shall be binding upon the Parties hereto for a period until all impact fees assessed by this Agreement have been paid and/or in-kind services performed. Additionally, this Agreement, unless otherwise specified herein, shall be binding upon all phases or additions to Oaklawn Trace Subdivision.
- 7. AMENDMENT.** This Agreement may be amended from time to time by mutual consent of all Parties made a part hereof, and shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and and/or assigns.
- 8. RECORDATION.** This Agreement shall be approved by Ordinance by the Parish Council and after execution shall be recorded in the mortgage records of the St. Tammany Parish Clerk of Court. This Agreement shall be considered a covenant running with the land and shall be binding upon the Developer and its successors and/or assigns in title thereto.

- 9. CANCELLATION OF DEVELOPER'S OBLIGATIONS.** This Agreement in effect constitutes a lien against the Developer and the property comprising Oaklawn Trace Subdivision and obligates the Developer to remit the assessments due to Parish arising from this Agreement. At the request of an attorney closing the sale of a lot and conveying title to a first-purchaser other than Developer, the Parish shall release from lien the lot(s) being conveyed in order to afford clear title following remittance of impact fees due. The Parish's Director of Finance or their designee shall act as agent for Parish and have authority to execute any partial releases, when and if requested, for lots where impact fees have been paid. Upon full and final payment of all development impact fees due to Parish, Parish shall cancel this Agreement from the mortgage records.
- 10. CONTRACTUAL VALIDITY.** In the event that any one or more provisions of this Agreement is/are for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement. 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 legal expenses incurred as a result of any challenge to the legality of this Agreement by a third party shall be equally shared by the Parties.
- 11. DRAFTING.** Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the party drafting the document shall not apply.
- 12. JURISDICTION AND VENUE.** Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 13. NOTICES.** Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the Developer:
J/MAC Development, LLC

If to Parish:
President Michael B. Cooper
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of _____, 2020 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

BY: _____
Michael B. Cooper
Parish President

THUS DONE AND SIGNED effective as of _____, 2020 in the presence of the undersigned witnesses.

WITNESSES:

J/MAC DEVELOPMENT, LLC

BY: _____

[Insert Exhibits A & B]

DATE:	12-02-19
SCALE:	AS SHOWN
PROJECT:	845 GATLEY ST. - S.W. -
DRAWN BY:	01-22-08
CHECKED BY:	04-08-02
DATE:	11-28-17
DATE:	09-28-08
DATE:	08-22-08
DATE:	07-22-08
DATE:	07-22-08
DATE:	07-22-08



ENGINEERING REVIEW COPY

FINAL PLANS RECEIVED 12/2/19

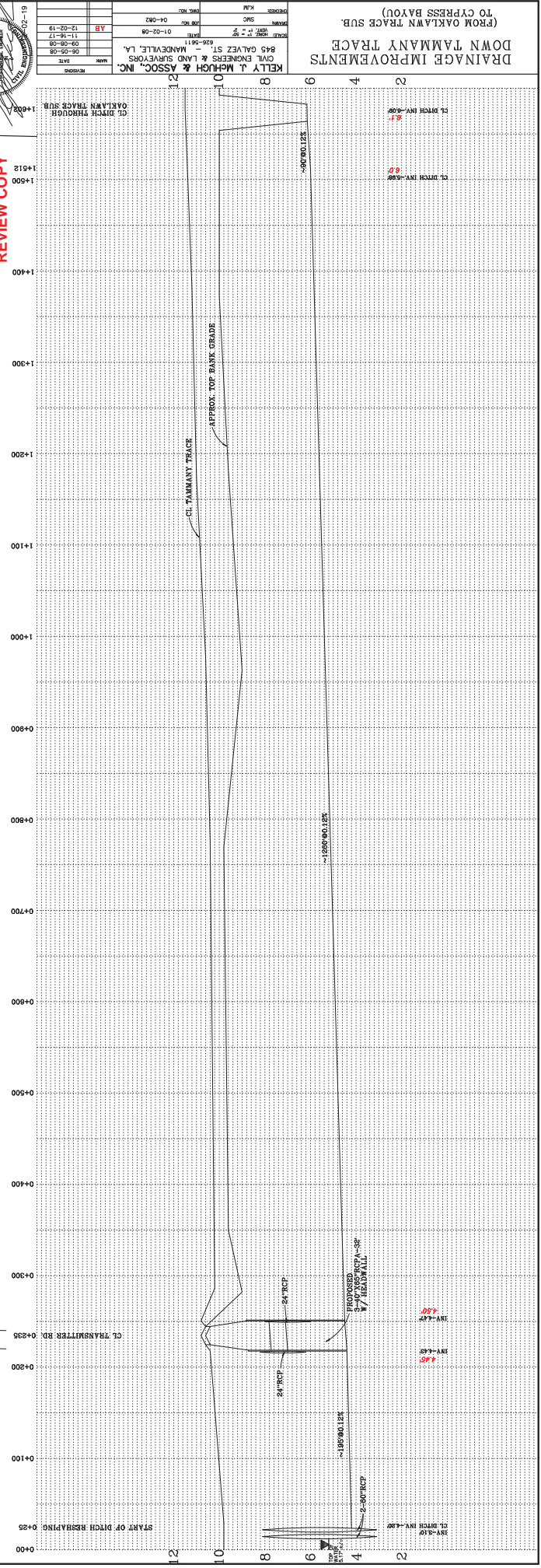
W. MAIN ST.

E. MAIN ST.

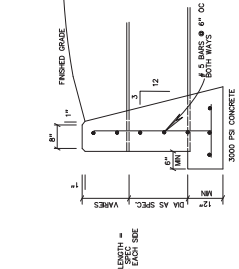
200' ROW

HUEY ST.

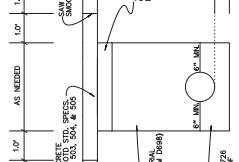
OAKLAWN TRACE SUB.



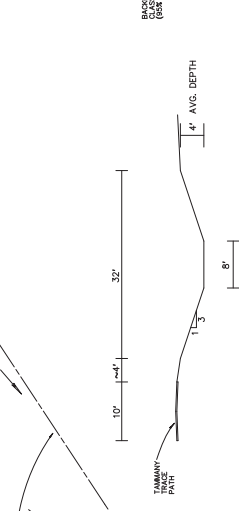
STRAIGHT HEADWALL DETAIL



CUT AND PATCH EXISTING ASPHALT



TYPICAL DITCH SECTION ALONG TAMMANY TRACE
1"=10'



PROPOSED 3-40"X65"RCPA-32' W/ HEADWALL + 4.9'

EXISTING 24" RCP + 4.47'

EXISTING 2-60" RCP + 4.20'

CLEAN & REGRADE EXISTING ROADSIDE DITCH ~150' ~19.5' @ 0.12% + 4.45'

5.00' = "AS BUILT" ELEVATIONS



OAKLAWN TRACE SUB.

SOUTH POND

CL. EXISTING DRAINAGE WAY

TRANSMITTER RD.

EXISTING 2-36"X58"RCPA

EXISTING 2-40"X65"RCPA

EXISTING 24" RCP

PROPOSED 3-40"X65"RCPA-32' W/ HEADWALL

PROPOSED 2-30"RCP

START OF DITCH RESHAPING

CL. DITCH INV. 4.89'

INT. 4.88'

INT. 4.88'

CL. DITCH INV. 4.89'

APPROX. TOP BANK GRADE

CL. TAMMANY TRACE

CL. DITCH THROUGH OAKLAWN TRACE SUB.

CL. DITCH INV. 4.89'

CL. DITCH INV. 4.89'

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