

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6341

ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: DEVELOPMENT/CIVIL DIVISION ADA

INTRODUCED BY: MS. O'BRIEN

SECONDED BY: MR. CANULETTE

ON THE 5 DAY OF MARCH , 2020

ORDINANCE TO ADOPT AN AMENDMENT TO A (VOLUNTARY) DEVELOPMENTAL AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND ADVANCE MORTGAGE COMPANY, LLC, THE DEVELOPER OF A PORTION OF TAMMANY HILLS SUBDIVISION, SQUARES OR PORTIONS OF SQUARES 11, 13, 14, 15, 21, 22, 23, 24, 31, 32, 33, 34, 35, 36 AND 37, LOCATED IN WARD 3, DISTRICT 5.

WHEREAS, Advance Mortgage Company, LLC, developer of Squares or portions of Squares 11, 13, 14, 15, 21, 22, 23, 24, 31, 32, 33, 34, 35, 36 and 37 of Tammany Hills Subdivision, has agreed in principle to enter into an Amendment to a (voluntary) Developmental Agreement with the Parish of St. Tammany; and

WHEREAS, the St. Tammany Parish Planning commission and Council have held public hearings concerning said agreement and do hereby concur and conclude that said amendment to agreement is mutually acceptable, binding on all parties, and shall derive benefits for the development and to the Parish.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that it hereby accepts said Amendment to Developmental Agreement with Advance Mortgage Company, LLC as developer of Squares or portions of Squares 11, 13, 14, 15, 21, 22, 23, 24, 31, 32, 33, 34, 35, 36 and 37 of Tammany Hills Subdivision; and

BE IT FURTHER ORDAINED: that St. Tammany Parish Government, through the Office of the Parish President, is authorized to proceed with the execution of the Amendment to Developmental Agreement; and

BE IT FURTHER ORDAINED, that the office of the Parish President is authorized to exercise its discretion in entering into the Amendment to Developmental Agreement, together with all agreements and all transactions necessary to carry out the intent of this Ordinance; and

BE IT FURTHER ORDAINED: that any and all actions previously taken by the Office of the Parish President in furtherance of the actions contemplated herein are ratified and accepted accordingly.

BE IT FURTHER ORDAINED: that the Amendment to Developmental Agreement shall be recorded within the records of the Clerk of Court for the Parish of St. Tammany, and a copy of this ordinance shall serve as an attachment thereto.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 APRIL, 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: FEBRUARY 26, 2020

Published Adoption: \_\_\_\_\_, 2020

Delivered to Parish President: \_\_\_\_\_, 2020 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2020 at \_\_\_\_\_

### **Ordinance Administrative Comment**

ORDINANCE TO ADOPT AN AMENDMENT TO A (VOLUNTARY) DEVELOPMENTAL AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND ADVANCE MORTGAGE COMPANY, LLC, THE DEVELOPER OF A PORTION OF TAMMANY HILLS SUBDIVISION, SQUARES OR PORTIONS OF SQUARES 11, 13, 14, 15, 21, 22, 23, 24, 31, 32, 33, 34, 35, 36 AND 37, LOCATED IN WARD 3, DISTRICT 5.

Advance Mortgage Company, LLC has an existing (voluntary) Developmental Agreement dated effective September 25, 2003. Advance seeks approval for an amendment to modify the property included within the Developmental Agreement. More specifically, lots previously included are being exchanged for other lots.

Planning Commission approved the Amendment at their January 14, 2020 meeting as required by LSA R.S. 33:4780.28. Following Planning Commission approval, approval by Ordinance is required (LSA R.S. 33:4780.29), including when dealing with an amendment (LSA R.S. 33:4780.30).

Because the Developmental Agreement was effective as of September 25, 2003, the properties are exempt from the mandatory impact fee provisions (Code of Ordinances, Section 2-773(6)).

**AMENDMENT TO**  
**DEVELOPMENTAL AGREEMENT**  
(South Abita Springs/Tammany Hills 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

**ADVANCE MORTGAGE COMPANY, L.L.C.**, a Louisiana limited liability company, whose mailing address is 321 Veterans Blvd., Suite 201, Metairie, La 70005, herein represented by its Managers, Bruce Wainer and Harold Wainer (hereinafter referred to as “**Developer**”).

**WHEREAS**, effective as of September 25, 2003, Parish and Developer entered into a Developmental Agreement regarding certain parcels in South Abita Springs, Phase 1 a/k/a Tammany Hills Subdivision (the “**Original Agreement**”); and

**WHEREAS**, the parties have identified a need to amend the Original Agreement to modify the properties that are included in the Subdivision for purposes 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. The foregoing recitals are hereby incorporated into the body of this Amendment as if fully rewritten and restated herein.
2. Exhibit “A” of the Original Agreement is hereby amended and restated to be the Exhibit “A” annexed to this Amendment.
3. 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.
4. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Agreement.

(Signature page follows.)

**THUS DONE AND SIGNED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 \_\_\_\_\_, 2020 in the presence of the undersigned witnesses.

**WITNESSES:**

**ADVANCE MORTGAGE COMPANY,  
L.L.C.**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**Bruce Wainer, Manager**

**Printed:** \_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_

**Harold Wainer, Manager**

**Printed:** \_\_\_\_\_

EXHIBIT "A"

Those certain lots and parcels of land in South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision described according to the maps and plat of South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision recorded in the records of St .Tammany Parish, Louisiana as follows, to-wit:

All of Squares 11, 13, 22, 24;

The west half of Square 23, being lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42;

The west half of Square 37, being lots 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42;

The east half of Square 21, being lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41;

The east half of Square 31, being lots 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41;

The east half of Square 14, being lots 1A, 7A, 11A, 15A, 19A, 23A, 27A, 31A, 35A, 39A (formerly lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41);

The west half of Square 15, being lots 2A, 8A, 12A, 16A, 20A, 24A, 28A, 32A, 36A, 40A (formerly lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42);

Square 32, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 33, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 34, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42;

Square 35, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42; and

Square 36, lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42.

## DEVELOPMENTAL AGREEMENT

This Agreement is made and entered into this day, month and year set forth below, pursuant to L.S.A. - R.S. 33:4780.21 through 33:4780.33 relative to local zoning and planning, and authorizing parishes or municipalities to enter into developmental agreements with private developers, and any other constitutional and statutory authority, by and among the following parties:

**THE PARISH OF ST. TAMMANY**, a political subdivision created, organized and existing under the laws of the State of Louisiana, herein appearing through the Honorable Kevin Davis, the President of St. Tammany Parish, duly authorized, the governing authority of all unincorporated areas in St. Tammany Parish, Louisiana; Hereinafter referred to as "Parish"

AND

**ADVANCE MORTGAGE COMPANY, L.L.C.**, a limited liability company, organized pursuant to articles of organization dated November 9, 2000, filed with the Louisiana Secretary of State, and recorded as conveyance instrument number 1237009 of the records of St. Tammany Parish, Louisiana, which is the surviving entity following a merger between Advance Mortgage Company, Partnership in Commendam and Advance Mortgage Company, L.L.C. by merger dated December 31, 2000, recorded as conveyance instrument number 1228594 of the

St. Tammany Parish 20  
Instrmnt #: 1396082  
Registry #: 1319736 SLM  
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records of St. Tammany Parish, Louisiana, which Advance Mortgage Company, Partnership in Commendam is the surviving entity following a merger between Choice Properties and Advance Mortgage Company, Partnership in Commendam by merger dated December 31, 2000, recorded as conveyance instrument number 1228586 of the records of St. Tammany Parish, Louisiana, herein represented by Bruce Wainer, duly authorized manager in accordance with the articles of organization of the Company, which mailing address is declared to be 3421 North Causeway Boulevard, Suite 201, Metairie, Louisiana 70002; Hereinafter referred to as "Developer;"

The Parish and the Developer are hereinafter referred to as "Parties".

**WITNESSETH**

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

**WHEREAS**, Developer is improving property located in South Abita Springs Subdivision a/k/a Tammany Hills Subdivision in Section 11 Township 7 South Range 11 East, St. Tammany Parish, Louisiana, set forth on Exhibit A attached hereto. (Hereinafter referred to as "the Subdivision")

**WHEREAS**, Section 40-034.01, Subsection 1.e of the St. Tammany Parish Land Use Regulations Ordinance 499 provides that a fee of \$1,000.00 shall be placed in an escrow account



toward necessary drainage improvements upon issuance of a building permit for lots in the Subdivision;

**WHEREAS**, in consideration of the drainage fee, the Developer has made street and roadway drainage improvements and created on-site and off-site detention within the Subdivision all in accordance with plans and specifications by CEI Cooper Engineering, Inc. as per plans and drawings labeled Drawings C-1 through C-5, inclusive, (hereinafter referred to as "Cooper Engineering Plans") which plans and specifications have been reviewed and approved by the St. Tammany Parish Department of Engineering and the St. Tammany Parish Planning Commission, and the work performed for drainage improvements within and adjacent to the Subdivision preclude the necessity for collection of a \$1,000.00 per lot assessment within the Subdivision.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained within this Agreement, the parties hereby and henceforth agree to bind themselves as follows:

**ARTICLE I. WORK TO BE PERFORMED BY DEVELOPER**

The Developer has completed all drainage work to be performed as set forth on Drawing C-1 through C-5, inclusive of the Cooper Engineering Plans which provides storm water detention and the Parish accepts said work as being completed. (Hereinafter referred to as "Developer's Work".)

**ARTICLE II. SATISFACTION OF DRAINAGE IMPACT FEES**

In consideration of the completion of Developer's Work, the Parish acknowledges and agrees that all amounts due and owing for drainage impact fees within the Subdivision have been paid and satisfied in full arising from the in kind contribution of drainage work described herein as Developer's Work.

The parties agree that no further drainage impact fees arising under Section 40-034.01, Subsection 1.e, shall be due and owing for the lots within the Subdivision or from the current or future owners of the lots in the Subdivision.

### **ARTICLE III. TERMINATION & BINDING NATURE**

This Agreement shall be binding upon the parties hereto for such period of time as the Parish obligates or may obligate the owner of a lot in the Subdivision to contribute funds or assessments for drainage improvements under Section 40-034.01, Subsection 1.e.

This Agreement may be amended from time to time by mutual consent of all parties made a party hereof, and shall be binding upon and shall inure to the benefit of the parties hereto, and its successors and/or assigns.

### **ARTICLE IV. RECORDATION**

This Agreement shall be approved by ordinance by the Parish governing authority.

### **ARTICLE V. CONTRACTUAL VALIDITY**

In the event that any one or more provisions of this Agreement is 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. Furthermore, all parties shall agree to negotiate in good faith, refrain from challenging the validity or legality of this Contract, and join in the defense of any legal challenge to this Contract. Any legal expenses incurred as a result of any challenge to the legality of the Agreement by a third party shall be equally shared by the parties made a part hereto.



Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect his or its interest in any matter arising under this Agreement, or to

recover damages for breach of this Agreement or the collection of money owed, then the non-prevailing party shall pay all costs, expenses and reasonable attorneys fees incurred or paid by the prevailing party in connection with such litigation or the enforcement of this Agreement.

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 date first herein above set forth, after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED in the presence of these witnesses hereafter on the 25<sup>th</sup> day of September, 2003.

WITNESSES:


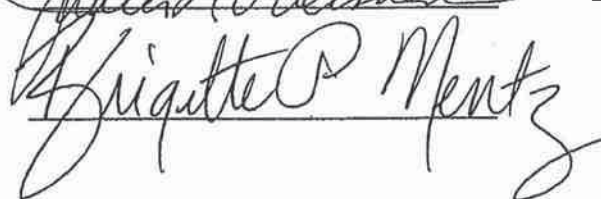
PARISH OF ST. TAMMANY

BY:

  
HONORABLE KEVIN DAVIS  
President St. Tammany Parish

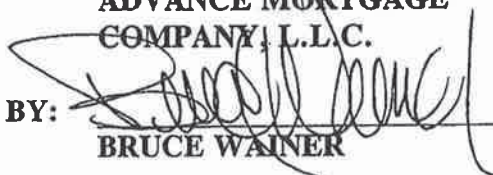
THUS DONE AND SIGNED in the presence of these witnesses hereafter on the 25<sup>th</sup> day of September, 2003.

WITNESSES:

ADVANCE MORTGAGE  
COMPANY, L.L.C.

BY:

  
BRUCE WAINER

**Exhibit A**

Those certain lots and parcels of land in South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision described according to the maps and plat of South Abita Springs Subdivision, Phase 1, a/k/a Tammany Hills Subdivision recorded in the records of St. Tammany Parish, Louisiana as follows, to-wit:

All of Squares 11, 13, 21, 22, 24, 31, 32, 33, 34, 35, 36;

The west half of Square 23, being lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42; and

The west half of Square 37, being lots 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40 and 42.

Initials:           

Initials: