

1 Introduced August 13, 2013, by Councilman
2 Hicks, seconded by Councilman Cusimano, (by
3 request of Administration)

4 **Item No. 13-08-3002**

5
6 **ORDINANCE NO. 3702**

7
8 An ordinance authorizing the Mayor to execute an Act of Dedication and
9 Donation ("Act") accepting the donation and dedication of Infrastructure Improvements and
10 Public Land from the Slidell Development Company, LLC ("SDC"), pursuant to the
11 Development Agreement/Cooperative Endeavor Agreement entered into by and between
the City of Slidell ("City") and Slidell Development Company, LLC, on March 25, 2008.

12 WHEREAS, the City Council adopted Resolution R08-22 on the 25th day of
13
14 March, 2008, authorizing the Mayor to execute a Development Agreement relative to the
15
16 Summit Fremaux Project (now known as the Fremaux Town Center); and

17 WHEREAS, the City and SDC entered into a Development Agreement/
18
19 Cooperative Endeavor Agreement ("Agreement") on the 13th day of May 2008; and

20
21 WHEREAS, Article III of the Agreement, entitled: Dedication and Acceptance
22 of Infrastructure Improvements and Public Land, Paragraph 3.1, *sets out, in part*, "...SDC
23 shall dedicate, or cause to be dedicated, pursuant to a subdivision plat, the Public Land
24 (including all applicable servitudes) to the City, as applicable, and such Parties shall
25 accept the dedicated Public Land. Upon completion of the Infrastructure Improvements,
26 the City shall accept the dedication of the Infrastructure Improvements within thirty (30)
27 days following the completion in accordance with the approved Infrastructure
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29 Improvements Plans; and
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4 WHEREAS, SDC is the owner of a parcel of land designated as "PARCEL,
5 W-14A," containing 11.202 acres or 487,955 square feet, located in Section 14, Township
6 9 South, Range 14 East, Greensburg Land District, St. Tammany Parish, Louisiana; and
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9 WHEREAS, Infrastructure Improvements, as defined in the Agreement and
10 set out in Exhibit B attached thereto, includes W-14 Canal Improvements to be
11 engineered, constructed and paid for by SDC; and
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14 WHEREAS, SDC has completed the Infrastructure Improvements; and
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16 WHEREAS, the Act does transfer, for public use, all of SDC/Donor's rights,
17 titles and interests in and to the land owned by SDC/Donor within the property described
18 on Exhibit A of the Act of Dedication and Donation and made a part thereof to the
19 City/Donee; and
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22 WHEREAS, the City and SDC agree that the City may assign its rights and
23 obligations under this Act to St. Tammany Parish, subject to the terms of this Act; and
24 further that the City's acceptance of that part of the Act pertaining to the W-14 shall not
25 and does not serve as a waiver of rights of any kind or nature between the City and St.
26
27 Tammany Parish; and
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30 WHEREAS, requirements of the Agreement include, but are not limited to:

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32 Article V. Representations and Warranties

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34 Section 5.2 Representations Of The Government Parties, reads in part:

35 (a) The City has the legal power and authority to enter into this Agreement, to
36 make the respective commitments made in this Agreement and to perform its respective
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4 obligations under this Agreement, and to the extent that any authorization, approval or
5 consent of any government authority, body or agency or third party is required for it to have
6 entered into this Agreement and make the commitments contained in this Agreement, such
7 authorizations, approvals and consents have been duly obtained in accordance with
8 applicable law and procedures. In furtherance of the foregoing, the City has adopted or
9 entered into all original and duly authorized resolutions and/or agreements or ordinances if
10 any, necessary so that this Agreement may be properly authorized and executed. This
11 Agreement constitutes the valid and binding obligation of the City, enforceable in
12 accordance with its terms. True and correct copies of all documents referenced in this
13 Section 5.2(a) have been provided to SDC;

14 (b) The City is not prohibited from consummating the transactions
15 contemplated in this Agreement by any law, regulation, agreement, instrument, restriction,
16 order or judgment;

17 (c) The City has determined that there are sufficient public purposes served
18 by this Agreement for each to enter into this Agreement and to perform its obligations
19 hereunder; and

20 WHEREAS, the Mayor, pursuant to Resolution R08-22 and the terms of the
21 Agreement, signed the Act of Dedication and Donation on July 15, 2013; and

22 WHEREAS, the City Council, consistent with and pursuant to Resolution R
23 08-22 and the terms of the Agreement, hereby ratifies the Mayor's signing of the Act of
24 Dedication and Donation on July 15, 2013; and

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4 WHEREAS, the City believes that the Fremaux Town Center (formerly
5 Summit Fremaux) will be economically beneficial to the City and the entire area; and

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7 WHEREAS, the parties to the Agreement acknowledge that they will mutually
8 and commensurately benefit.
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10 NOW THEREFORE BE IT ORDAINED that the Slidell City Council does
11 hereby ratify the Mayor's signing of the Act of Dedication and Donation on July 15, 2013.
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13 **ADOPTED** this 24th day of September, 2013.
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16 
17 Landon Cusimano
18 Vice President of the Council
19 Councilman-at-Large
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22 Freddy Drennan
23 Mayor
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26 Thomas P. Reeves
27 Council Administrator
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DELIVERED	9/25/13
	11:30 a.m. to the Mayor
RECEIVED	9/30/13
	3:00 pm from the Mayor