

1 Introduced October 14, 2014, by Councilwoman
2 Harbison, seconded by Councilman Borchert,
3 (by request of Administration)

4 **Item No. 14-10-3061**

5 **ORDINANCE NO. 3751**

6
7 An ordinance identifying and authorizing the use of a defined portion of
8 Fritchie Park for the installation and use of a temporary mobile pet "pop-up" park owned
9 and provided by PetSmart, Inc. to the City of Slidell for the benefit and enjoyment of the
10 citizens of the City of Slidell through an Agreement entitled PetSmart Pop-Up Park
11 Agreement ("Agreement") between City of Slidell ("City") and PetSmart, Inc. ("PetSmart");

12 WHEREAS, City of Slidell is committed to creating and extending additional
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14 services to its citizens; and

15 WHEREAS, City desires to provide a dog park for the benefit and enjoyment
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17 of its citizens and has commenced construction of a permanent dog park within the
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19 boundaries of Fritchie Park; and

20 WHEREAS, PetSmart has a mobile pet "pop-up" park ("PetSmart PUP") for
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22 use during City's permanent dog park construction; and

23 WHEREAS, PetSmart has agreed, at its expense, to erect and later remove
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25 at Fritchie Park the "PetSmart PUP" for use during City's permanent dog park construction;
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27 and

28 WHEREAS, the term of this Agreement will begin on its Effective Date and,
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30 unless sooner amended, terminated or extended as provided in the Agreement, end on the
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32 date that is one (1) year later, or the date on which City's authorization to steward the
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34 PetSmart PUP at Fritchie Park ends, or the date upon which City's completed permanent
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36 dog park is opened to the public, whichever occurs first. City agrees that if the PUP Park
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38 is still in place at Fritchie Park upon completion of its permanent dog park, City will make
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1 **ORDINANCE NO. 3751**
2 **ITEM NO. 14-10-3061**
3 **PAGE 2**

4 reasonable good faith efforts (but will not be contractually required) to provide a suitable
5 location for relocation of the PUP Park to another park location within City and cooperate
6 with relocating and reinstalling the PUP Park at such location at PetSmart's sole expense
7 and responsibility; and
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10 WHEREAS, City agrees that PetSmart will have the use of that area of
11 Fritchie Park identified as the PetSmart PUP at Fritchie Park and for a radius of one
12 hundred (100') feet surrounding the PetSmart PUP at Fritchie Park for pet related activities
13 during the period of this Agreement. City further agrees that it will not allow any PetSmart
14 Competitor, defined as any national retail company or chain (other than PetSmart), direct
15 competitor of PetSmart's, or any person or entity (other than PetSmart) that produces,
16 distributes, sells or advertises pet foods or pet-related products or services to sponsor or
17 have any promotional rights with respect to dog park activities within the PetSmart Pup at
18 Fritchie Park defined area and for a radius of one hundred (100') feet surrounding the
19 PetSmart PUP at Fritchie Park. This restriction is limited to the PetSmart PUP at Fritchie
20 Park and for a radius of one hundred (100') feet surrounding the PetSmart PUP at Fritchie
21 Park through the duration of this Agreement; and
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30 WHEREAS, City and PetSmart agree that no partnership or joint venture
31 has been formed by the execution of this Agreement. The parties are independent legal
32 entities and do not intend by this Agreement or any other document or communication to
33 create any type of partnership, joint venture, franchise or other joint enterprise. Nor will
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1 **ORDINANCE NO. 3751**
2 **ITEM NO. 14-10-3061**
3 **PAGE 3**

4 either party have any fiduciary or special duty or obligation to the other beyond the express
5 contractual terms set forth in this Agreement; and
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7 WHEREAS, City and PetSmart will each benefit from the construction of the
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9 PetSmart mobile pet "pop-up" park.

10 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that it does
11
12 hereby authorize the use of that defined portion of Fritchie Park for the installation and use
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14 of a temporary mobile pet "pop-up" park owned and provided by PetSmart, Inc. to the City
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16 of Slidell for the benefit and enjoyment of the citizens of the City of Slidell through an
17 Agreement entitled PetSmart Pop-Up Park Agreement ("Agreement") between City of
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19 Slidell ("City") and PetSmart, Inc. ("PetSmart").

20 **ADOPTED** this 4th day of November, 2014.

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23
24 Kim Harbison
25 President of the Council
26 Councilwoman-at-Large

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28 
29 Freddy Drennan
30 Mayor

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32 Thomas P. Reeves
33 Council Administrator

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DELIVERED	11/6/14
12:30 pm	to the Mayor
RECEIVED	11/7/14
2:35 pm	from the Mayor