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7 Introduced September 26, 1989, by
8 Councilman Callahan, seconded by
9 Councilman Salvaggio (by request)

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11 Item No. 89-09-1385

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14 **ORDINANCE NO. 2285**

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17 An ordinance amending Ordinance No. 2204 authorizing
18 special collection procedures for businesses and construction
19 projects subject to the terms of the Sales Tax Enhancement Plan.

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21 WHEREAS, the City of Slidell has entered into a Sales
22 Tax Enhancement Agreement for Sales Tax District No. 3 with St.
23 Tammany Parish Police Jury; and
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27 WHEREAS, the Tax Collector for Sales Tax District No. 3
28 and the City of Slidell have determined that special collection
29 procedures are necessary to properly account for the funds
30 collected pursuant to this agreement.
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35 BE IT ORDAINED by the Slidell City Council that
36 Ordinance No. 2204 is hereby rescinded and reenacted as follows:
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39 BE IT ORDAINED by the Slidell City Council that the Tax
40 Collector for the City of Slidell is hereby authorized to enter
41 into an administrative agreement with the Tax Collector for Sales
42 Tax District No. 3 concerning the collection of sales taxes for
43 businesses subject to the Sales Tax Enhancement Plan.
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49 BE IT FURTHER ORDAINED that the Sales Tax Collector for
50 Sales Tax District No. 3 shall be compensated at the rate of 1.75
51 percent of the total collection amount.
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55 BE IT FURTHER ORDAINED that all businesses covered by
56 the Sales Tax Enhancement Plan shall be subject to the following
57 additional collection provisions:
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61 1. The Tax Collector may require that a business or contractor
62 file a use tax return on purchases rather than payment of
63 sales tax directly to the vendor. The Tax Collector is
64 authorized to issue exemption certificates or such other
65 documents that might be necessary to implement this procedure.
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69 2. The Tax Collector may require that applicants for building
70 permits complete a registration and use tax application form
71 prior to the issuance of the building permit.
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13 3. The Tax Collector may require that all use tax be paid on a
14 construction project or that a bond be filed in lieu thereof
15 prior to issuance of an occupancy permit.
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19 4. For buildings and stores in the development referred to in
20 the Sales Tax Enhancement Plan as Northshore Limited
21 Partnership (NLP), Manufacturers Retail Outlet (MRO), and
22 Undeveloped Commercial Properties, tax collections will be
23 done as follows:
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27 (a) NLP: The City, as agent for the Parish Tax Collector,
28 will collect the tax from the contractors and all
29 stores in this development. The entire net tax will be
30 retained by the City until five hundred fifty-six
31 thousand one hundred nineteen dollars (\$556,119.00) has
32 been paid to the City. At the conclusion of that
33 event, the Tax Collector for Sales Tax District No. 3
34 will collect one percent (1%) sales tax from the
35 contractors and all stores in this development. The
36 City will collect one percent (1%) Sales Tax from the
37 contractors and all stores in this development. The
38 entire net tax collected by the Tax Collector for Sales
39 Tax District No. 3 will be sent to the Police Jury.
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43 (b) MRO: The City, as agent for the Parish Tax Collector,
44 will collect the tax from the contractor and all stores
45 in this development. The City will retain the full tax
46 until it recoups its costs of extending utility lines
47 limited to a maximum of eight hundred thousand dollars
48 (\$800,000). At the conclusion of that event, the Tax
49 Collector for Sales Tax District No. 3 will collect one
50 percent (1%) sales tax from the contractors and all
51 stores in this development. The City will collect one
52 percent (1%) Sales Tax from the contractors and all
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13 stores in this development. The entire net tax
14 collected by the Tax Collector for Sales Tax District
15 No. 3 will be sent to the Police Jury.
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18 (c) Undeveloped Commercial Properties: The Tax Collector
19 for Sales Tax District No. 3 will collect one percent
20 (1%) sales tax from the contractors and all stores in
21 these geographical areas. The City will collect one
22 percent (1%) Sales Tax from the contractors and all
23 stores in these geographical areas. The entire net
24 tax collected by the Tax Collector for Sales Tax
25 District No. 3 will be sent to the Police Jury.
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28 If any provision of this ordinance shall be held to be
29 invalid, such invalidity shall not effect other provisions herein
30 which can be given effect without the invalid provision and to
31 this end the provisions of this ordinance are hereby declared to
32 be severable.
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35 ADOPTED this 24th day of October, 1989.
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52 DELIVERED
53 10/26/89 10:00 a.m.
54 to the Mayor

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Philip M. Salvaggio
Philip M. Salvaggio
Councilman, District F
President of the Council

RECEIVED
10/31/89 12:30 p.m.
from the Mayor

Salvatore A. Caruso
Salvatore A. Caruso
Mayor

Davis Dautreuil
Davis Dautreuil
Council Administrator/Clerk of the Council

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Amended by Ord. No. 2285, 10/24/89

Introduced July 26, 1988, by
Councilwoman Williams, Councilman
at-Large Martinez, Councilman
at-Large Singletary, Councilman
Callahan, and Councilman Salvaggio,
seconded by Councilman Washington,
Councilman Van Sandt, Councilman
Barthelemy, and Councilman Berault

Item No. 88-07-1290

ORDINANCE NO. 2204

An ordinance amending Chapter 17, Article III of the Code of Ordinances of the of Slidell, by adding thereto the terms of an Inter-Governmental Agreement between the Parish of St. Tammany, Louisiana; Sales Tax District No. 3 of the Parish of St. Tammany; the City of Slidell, Louisiana; and various other Cities within the Parish, in connection with the re-construction and maintenance of roads in St. Tammany Parish, Louisiana, and ratifying the execution of Resolution R88-45 adopted July 26, 1988, by the Slidell City Council.

WHEREAS, on July 26, 1988, the Slidell City Council passed Resolution No. R88-45, accepting the terms of an Inter-Governmental Agreement with the Parish of St. Tammany, Louisiana and Sales Tax District No. 3 of the Parish of St. Tammany, Louisiana; and

WHEREAS, on July 26, 1988, the City Council authorized the Mayor to execute that Agreement.

BE IT ORDAINED by the Slidell City Council:

SECTION 1. That pursuant to the provisions of Article 6, Sec. 20 and Article 7, Sec. 14(c) of the Louisiana Constitution, LA. R.S. 33:1324, LA. R.S. 33:2721.6(G), LA R.S. 33:2711(C), and other constitutional and statutory authority supplemental thereto, the City Council of the City of Slidell, State of Louisiana, hereby approves the terms and conditions of an Inter-Governmental Agreement entered into by and between the Parish of St. Tammany, Louisiana; Sales Tax District No. 3 of the Parish of St. Tammany; the City of Slidell, Louisiana; and various other Cities within the Parish, in connection with the re-construction and maintenance of roads in St. Tammany Parish, Louisiana, said Agreement being attached hereto as Exhibit "A".

SECTION 2. That this Council ratifies and confirms all actions taken by the Mayor of the City of Slidell, State of Louisiana in executing said agreement for, on behalf of, in the name of and under the seal of the City of Slidell, State of Louisiana.

14 SECTION 3. That Chapter 17, Article III of the Code of
15 Ordinances of the City of Slidell is hereby amended by adding
16 thereto, as Sec. 17-82.1, the terms of the Inter-Governmental
17 Agreement.
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24 ADOPTED this 23rd day of August, 1988.
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30 **DELIVERED** 8/25/88

31 9:15 A.M. to the Mayor

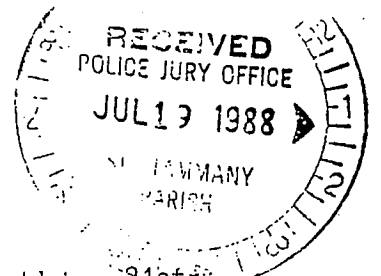
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33 **RECEIVED** 8/29/88

34 3:00 P.M. from the Mayor

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37 *Richard B. Van Sandt*
Richard B. Van Sandt
Councilman, District C
President of the Council

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40 *Salvatore A. Caruso*
Salvatore A. Caruso
Mayor

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42 *Davis Dautreuil*
43 Davis Dautreuil
44 Council Administrator/Clerk of the Council
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SALES TAX ENHANCEMENT PLAN

This Agreement is made and entered, effective this 21st day of July, 1988, pursuant to the authority granted in Article 6, Section 20, and Article 7, Section 14 of the Louisiana Constitution, La. R.S. 33:1324, La. R.S. 33:2721.6(G), La. R.S. 33:2711(C) and other constitutional and statutory authority, by and among the following:

The Parish of St. Tammany and Sales Tax District No. 3 of the Parish of St. Tammany, political subdivisions created, organized and existing under the laws of the State of Louisiana, appearing herein by and through BARRY D. BAGERT, the PRESIDENT of the St. Tammany Parish Police Jury, duly authorized by resolution of the St. Tammany Parish Police Jury, the governing authority of the Parish and District dated July 21, 1988;

and

The City of Slidell, a municipal corporation created, organized and existing under the laws of the State of Louisiana, appearing herein by and through _____, duly authorized by resolution of the Slidell City Council, the governing authority thereof, dated _____;

The above are hereinafter collectively sometimes referred to as "Parties". In addition, the Parish of St. Tammany may hereinafter be sometimes referred to as "Parish", Sales Tax District No. 3 of the Parish of St. Tammany may hereinafter be sometimes referred to as "District" and the Cities which are parties to this agreement may hereinafter be referred to as "City" or "Cities".

WITNESSETH

WHEREAS, the Parish Police Jury enacted Ordinance No. 746 establishing the District containing all of the territory within the boundaries of the Parish of St. Tammany, excluding that portion contained within the corporate boundaries of all municipalities located therein; and

WHEREAS, the Parish Police Jury subsequently enacted ordinances designating Priority I and Priority II roads, streets and bridges for capital improvement purposes in Sales Tax District No. 3 of the Parish; and

WHEREAS, on September 4, 1986, the Parish Police Jury adopted Resolution No. 86-2494 calling a special election to be held in

Sales Tax District No. 3 to authorize the levy of a two (2) percent sales and use tax; and

WHEREAS, on November 4, 1986, said election was held and passed by the voters of the District; and

WHEREAS, on November 20, 1986, the Parish Police Jury adopted Ordinance No. 826 levying a two (2%) percent sales and use tax in Sales Tax District No. 3 of the Parish of St. Tammany; and

WHEREAS, Cities within St. Tammany Parish ordinarily repair and maintain roads and bridges within their corporate limits in the exercise of their constitutional and statutory functions, and intend in the future to annex properties into their cities pursuant to the applicable provisions of Louisiana law, and other cities within St. Tammany Parish may do the same; and

WHEREAS, the District and the Cities believe that the imposition of sales taxes in newly annexed areas by both the District and the annexing municipality may discourage business growth within St. Tammany Parish and that the provision of road and bridge repair and maintenance services by both the District and cities within the Parish could lead to a duplication of effort, a waste of scarce resources, and other effects that would be detrimental to all the people of St. Tammany Parish; and

WHEREAS, Cities acknowledge that improvements to Parish roads benefit both City and non-City residents as well as the general economic climate of the Parish as a whole; and

WHEREAS, the parties believe that intergovernmental cooperation is essential to insure the orderly development of business in the Parish and orderly land use planning; and

WHEREAS, Article 6, Section 20 and Article 7, Section 14 of the Louisiana Constitution, La. R.S. 33:1324 and La. R.S. 33:2721.6(G) and La. R.S. 33:2711(C) authorize parishes, municipalities and political subdivisions of the State to enter intergovernmental agreements for the joint provision of services or joint use of funds to provide services, including road, bridge, highway and transportation services;

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

ARTICLE 1. COLLECTION OF SALES TAX

The Sales Tax District will collect its 2% sales tax approved by the voters throughout the area comprising the Sales Tax District on November 4, 1986, the date of the sales tax election. The Sales Tax District will use the proceeds from its sales tax to construct, overlay and improve roads throughout the Sales Tax District, and to fund the tax proceeds into bonds for these purposes, in accordance with the priority road listings previously established by ordinance. Except as may hereafter be agreed by resolution of the St. Tammany Parish Police Jury, Cities agree to use any amounts paid by the District pursuant to this agreement solely for road, bridge and drainage purposes.

The parties mutually agree that the District sales tax presently is effective for the entire area of St. Tammany Parish, excluding the incorporated municipal boundaries as of November 4, 1986, the date of the sales tax election. Areas that were annexed by municipalities by valid ordinances effective prior to November 4, 1986 are not within the area subject to the District sales tax and thus not subject to this Agreement.

In addition to sales taxes collected by the State of Louisiana and the St. Tammany Parish School Board, the Parties agree that, after signing of this agreement, a maximum of 2% sales tax for District and municipal purposes is effective for all properties located in the District and annexed into a municipality by ordinances adopted and published after 11/4/86, collectable as follows:

A. Developed Commercial Properties

Dealers in retail sales on these parcels shall collect only the District's 2% sales tax and remit the entire amount to the District. These dealers shall not be required to collect City sales taxes. The entire net proceeds of these taxes shall be retained by the District.

B. Undeveloped Commercial Properties

Dealers in retail sales on these parcels shall collect only the District's 2% sales tax and remit the entire amount to the District. An amount equal to fifty per cent (50%) of the net proceeds of these taxes shall be paid to the appropriate City at the time and in the manner hereinafter specified. The net sales tax revenues shall be those received by the District after accounting for all expenses of collection.

C. Manufacturers Retail Outlet development and Northshore Limited Partnership development on Airport Road

Sales by dealers in retail sales on these properties shall be governed by the provisions of Article 1(B).

The City of Slidell agrees to pay to the District an amount equal to Fifty (50%) percent of the net proceeds of the City's sales taxes collected from those portions of these two developments annexed into the city prior to November 4, 1986. The City of Slidell is empowered to recoup fully its initial costs of extending services to these properties and improvements to Airport Road prior to initiating disbursements to the District. The costs associated with the Northshore Limited Partnership development are fixed at \$556,119.00. The estimated costs associated with the Manufacturers Retail Outlet development are \$800,000.00. Payments by the City to the District shall be made within fifteen (15) days of the end of each calendar month.

The properties subject to this sub-paragraph are more fully delineated on Exhibits A and B attached hereto and made a part hereof.

D. Sales Taxable at Point of Delivery

Sales by retail dealers and collectors of sales taxes levied at point of delivery rather than point of sale shall be governed by Article 1(A) or Article 1 (B) as the case may be.

By the term "developed" property is meant that parcel of land annexed by the municipality which contains a business making retail sales or producing sales tax revenue at the time of annexation or within three years prior to annexation. A parcel will not be deemed "developed" due solely to the fact that the parcel being annexed is adjacent to, contiguous with or derived from an area of developed land (as defined above) of common ownership with the parcel to be annexed. All other property not falling within the definition of "developed" shall be considered "undeveloped".

This agreement is meant to apply only to existing sales taxes. Additional sales taxes which may be levied in the future by any party to this agreement shall be entirely payable to the levying entity.

ARTICLE 2. RESPONSIBILITY FOR ROAD MAINTENANCE AND IMPROVEMENTS

District will be responsible for making initial improvements according to Parish specifications to roads listed in Ordinance Calendar No. 767, Ordinance Police Jury Series No. 86-693, dated August 21, 1986, as amended to date, to the extent funding is available, whether or not these roads are annexed into a municipality. The annexing municipality shall be responsible for the maintenance and subsequent paving of all roads and bridges within properties annexed by the municipality.

ARTICLE 3. BONDHOLDERS' RIGHTS

The Sales Tax District has issued bonds payable from the District's 2% sales tax pursuant to an ordinance adopted by the St. Tammany Parish Police Jury on November 19, 1987, as amended and supplemented by an ordinance adopted on May 12, 1988, (collectively the "Bond Ordinance"). The Bond Ordinance specifies the manner in which proceeds of the District's 2% Sales Tax must be administered and handled (copy of Section 5.03 of the Bond Ordinance being annexed hereto as Exhibit C). All payments from the District to the City required to be made hereunder shall (i) be made on a monthly basis and (ii) be paid solely from monies considered surplus as defined in Section 5.03 of the Bond Ordinance.

If the sales tax revenues derived by a City are at any time insufficient to make mandatory payments required by ordinances authorizing sales tax revenue bonds of the City, the City may collect its two per cent (2%) sales tax (in addition to the District's 2% sales tax) until the deficit is satisfied. The City shall cease the collection if and when the sales tax revenues become sufficient to pay the mandatory payments due on the bonds.

ARTICLE 4. ZONING OF ANNEXED PROPERTIES

A. If a City, after the adoption of this agreement, annexes property into the municipality and enacts a zoning classification for that property that permits more intense commercial, industrial or land uses than the zoning classification adopted for the property by the Parish prior to the annexation, the Sales Tax District shall not be obligated to honor this agreement as to that property. However, upon application by the annexing municipality, the Police Jury may agree to the change in zoning and, if it does agree, the annexed property shall be subject to this agreement. Any request for a zoning change that permits any such more intense land uses shall be forwarded to the Police Jury by certified mail, return receipt requested. If the Police Jury does not deny the request within 60 days of receipt of the request, it shall be deemed approved by the Parish. Once a conceptual development plan and a PD or PUD zoning classification are established for a property, as provided above, further zoning actions consistent with that plan and classification shall not require Parish approval.

B. The provisions of this Article shall not apply to properties ninety (90%) percent surrounded by a City, exclusive of roads.

C. Upon receipt of any request to annex an area, City agrees to notify the Police Jury member in whose district the property is located by certified mail.

ARTICLE 5. PLEDGE OF COOPERATION

The parties hereto pledge their mutual cooperation in complying with the terms of the Agreement, all to the end that the welfare of the residents of St. Tammany Parish shall be promoted and that the needs of the residents may be satisfactorily met.

ARTICLE 6. TERMINATION AND MISCELLANEOUS

This Agreement shall be binding upon the parties hereto for a period of twenty (20) years from December 1, 1986. This Agreement may be amended from time to time by the participating Cities and the Parish and District with the approval of their respective governing authorities. Article headnotes used above are for purposes of convenience only and shall have no legal bearing upon the construction of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of parties hereto, its/their successors and assigns. It is the intent of the Parties that this agreement shall be liberally construed to accomplish its purposes.

ARTICLE 7. NEW PARTIES

No agreement shall be offered to any municipality without also offering it to all municipalities.

ARTICLE 8. CLOSING

In the event any one or more provisions of this Agreement is for any reason held to be illegal or invalid, this entire Agreement, except for this Article, shall immediately become null and void. All parties agree to attempt in good faith to adopt a new agreement, which to the extent possible, accomplishes the same results as this Agreement. Further, 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. Legal expenses incurred in the defense of any challenge to this agreement shall be split by all parties proportionately by population unless otherwise agreed to in writing by the parties.

Any constitutional or statutory provisions enacted after the date of this Agreement which validates or makes legal any provision hereof shall be deemed to apply hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by their hereunder signed officers each in the presence of the undersigned two competent witnesses in the Parish of St. Tammany, State of Louisiana, as of the date first hereinabove set out, after due reading of the whole, in various counterparts.

WITNESSES:

[Signature]

[Signature]
St. Tammany Parish Police Jury
Governing Authority of Sales
Tax District No. 3 of the
Parish of St. Tammany and
St. Tammany Parish

Barbara J. Jenkins

[Signature]
Attorney General of La.

[Signature]
City of Slidell

Irma L. Cry