

**CITY OF ST. GEORGE**

BY COUNCIL MEMBER EDMONDS:

**RESOLUTION NO. 2026-007**

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AND EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND PECUE PROPERTIES, LLC, AND PROVIDING FOR RELATED MATTERS**

WHEREAS, the Council for the City of St. George approves the authorization for the Mayor to approve and execute the Pecue Property Development Agreement (Exhibit 1) and to provide for related matters.

NOW THEREFORE, BE IT RESOLVED by the Council for the City of St. George that:

**Section 1.** Mayor Dustin Yates is hereby authorized to execute the agreement (Exhibit 1) identified herein for and on behalf of the City of St. George.

**Section 2.** This Resolution shall be effective upon adoption.

This Resolution having been submitted to a vote, the vote thereon was:

For: Cook, Dellucci, Edmonds, Himmel, Murrell, Talbot

Against: None

Absent: Monachello

**CERTIFICATION**

The above and foregoing Resolution was duly adopted at the Regular Meeting of the St. George City Council held on February 24, 2026.

  
Lorraine Beaman, City Clerk

**CITY OF ST. GEORGE  
Development Agreement**

This Development Agreement (“Agreement”), date this \_\_ day of February 2026 by and **Pecue Properties, LLC** (“Developer”) and the **City of St. George** (“City”).

WHEREAS, Developer seeks to construct two warehouse buildings totaling 344,760 sq. ft. on a 36.781 acre parcel (the “Property,” legally described in Exhibit A attached hereto) that will require Developer to extend Rieger Road over and south of the Ward Creek Diversion Canal along with the installation of drainage and other offsite infrastructure (the “Public Improvements”); and

WHEREAS, Developer desires to construct the warehouse buildings and other improvements on the Property (the “Buildings”) (simultaneous with the Public Improvements); and

WHEREAS, City typically requires the completion of roadway, drainage, and other improvements that will be dedicated prior to the issuance of construction permits for onsite improvements but is willing to issue such permits prior to completion of the Public Improvements due to the unique location of the Property and the lack of impact of the proposed development on any surrounding properties.

THEREFORE, the Parties hereby agree as follows:

**Developer’s Obligations**

1. **Public Improvements:** Developer shall construct and install, at its own expense, the Public Improvements described in Exhibit B, attached hereto. Said Public Improvements shall be constructed and/or installed in accordance with the standards and specifications required by the Unified Development Code (“UDC”) or other City ordinance, City Engineering Department guidelines, and good engineering practices.
2. **Warranty:** Developer shall warrant that the Public Improvements are free from defects for the period of time then required by the UDC following the last date that any of the Public Infrastructure is accepted by City. Developer shall provide a Letter of Credit or Maintenance Bond for the warranty period.
3. **Commencement and Completion Periods:** Developer shall complete the required improvements within twenty-four (24) months from the effective date of this Agreement.
4. **Developer Acknowledgement:** Developer understands and agrees that City will not accept, process, or approve the subdivision of the Property nor will City issue a certificate of occupancy for any Building until the Public Improvements have been accepted by the City and the installation of all utilities necessary for the occupancy of the Buildings have been completed.

### **City's Obligations**

5. Permits: City shall issue permits for the Buildings and Public Infrastructure after receiving appropriate permit fees and after normal plan and engineering reviews.
6. Inspection & Acceptance:
  - A. City shall inspect the Public Improvements and issue directives using its normal processes, timelines and requirements. Such inspections may include random, milestone, completion, and final inspections. Such directives may include requirements of corrective action, repairs, or replacement and the issuance of a final punch list(s). City shall accept the Public Infrastructure after all punch list items have been resolved and upon receipt of the required Maintenance Bond or Letter of Credit.
  - B. City shall inspect the Buildings and issue directives using its normal processes, timelines and requirements. Such inspections may include, but shall not be limited to, random, milestone, completion, and final inspections. Such directives may include, but shall not be limited to, requirements of corrective action, repairs, or replacement and the issuance of a final punch list(s). City will accept and process an application for a Certificate of Occupancy or the subdivision of the Property using its normal processes after, and only after, the Public Improvements have been accepted.

### **Miscellaneous**

7. Hold Harmless: Developer agrees to hold City, its officers, employees, and agents harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work under this Agreement to the extent permitted by law.
8. Amendment or Modification: The Parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of City and by Developer.
9. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and including reasonable attorney's fees from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.
10. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement shall be binding on the parties.
11. Assigns: The benefits of this Agreement to Developer may not be assigned without the express written approval of City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of City to assign its rights under this Agreement.
12. Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, the illegality shall not affect the validity of any other part, term or

provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.

The parties have executed this Agreement effective the date first written above.

**CITY OF ST. GEORGE**

\_\_\_\_\_  
By \_\_\_\_\_

**PECUE PROPERTIES, LLC**

\_\_\_\_\_  
Brian Douglas Campbell, Jr

**EXHIBIT A**

**The Property**

LOT 3-A CPPC LOT ID 1640856813 BEING A PORTION OF LEON R. KLEINPETER, SR ESTATE LOCATED IN SECTION 49, T-8-S, R-2-E, GREENSBURG LAND DISTRICT, CITY OF ST. GEORGE, EAST BATON ROUGE PARISH, STATE OF LOUISIANA

13600 Rieger Road (CPPC Lot Id 1640856813)

## **EXHIBIT B**

1. Construction of a 200 foot precast bridge over Ward Creek per St. George Permit No. SG-25-06-0497. (Permit issued 8/21/2025)
2. Construction of approximately 427 feet of roadway and associated drainage (Rieger Road extension) pursuant to Permit No. ICD-25-0103 (when issued).