

ORDINANCE NO. 16-17¹

AN ORDINANCE OF THE CITY OF MANDEVILLE RELATED TO PROPERTY GENERALLY KNOWN AS THE “PRESTRESSED CONCRETE SITE” OR “PORT MARIGNY” AUTHORIZING AMENDMENTS TO THE LEASE BETWEEN THE CITY OF MANDEVILLE AND THE STATE OF LOUISIANA (THROUGH THE DEPARTMENT OF NATURAL RESOURCES AND LATER THROUGH THE DIVISION OF ADMINISTRATION) TO CHANGE THE PURPOSE OF THE LEASE FROM CONSTRUCTION OF A LAND FILL TO USE AS A PUBLIC PARK; TO MODIFY THE DESCRIPTION OF THE LEASED PREMISES TO CONFORM TO A 1998 BOUNDARY AGREEMENT BETWEEN THE STATE OF LOUISIANA AND PITTMAN ASSETS, LLC; TO AUTHORIZE A COOPERATIVE ENDEAVOR AGREEMENT, SUBJECT TO THE APPROVAL OF THE STATE, FOR DEVELOPING AND MAINTAINING THE PUBLIC PARK AREA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

RECITALS:

WHEREAS, the Prestressed Concrete Site, as more particularly described on the survey prepared by Kelly J. McHugh & Associates, Inc., Civil Engineers & Land Surveyors, dated 12/03/13, revised through June 30, 2015, Dwg. No. 13-136-BS, , attached hereto as Exhibit “A” (the “Boundary Survey”), was used as an industrial site to produce concrete components for the construction of the Causeway Bridge and other bridges all over the south until the plant closed in early 1983; and

WHEREAS, Pittman Assets, LLC, is the present owner of the Prestressed Concrete Site (“Owner”), which was originally purchased by its members in July 1984; and

WHEREAS, the Prestressed Concrete Site still contains concrete, wood and steel pilings imbedded in the ground to great depths , as well as the remnants of

¹ Exhibit references in this ordinance are to the same exhibits attached ot Ordinance 15-17.

concrete structures and debris that were produced and left on the site by the former owners and operators (“Present Site Conditions”); and

WHEREAS, prior to the adoption of the CLURO, the Prestressed Concrete Site was rezoned from an industrial classification to that of a “Planned District” (see City of Mandeville - Zoning Map, dated November 12, 2013); and

WHEREAS, the Owner of the Prestressed Concrete Site has requested that the property be reclassified as a “Planned Combined Use District” in order to conform to current nomenclature and land use regulations proscribed by the CLURO; and

WHEREAS, the Prestressed Concrete Site has been identified in the City of Mandeville Comprehensive Plan, dated 2007 (“Comprehensive Plan”), as “vacant” property (see Map 11 - Existing Land Use) and has in fact been vacant for many years, except for its use as a temporary storage site for debris following Hurricane Katrina and for the storage of building materials and equipment during various public street and drainage projects; and

WHEREAS, the Comprehensive Plan identifies the Prestressed Concrete Site for future use as a “Planned/Marina District” (see Comprehensive Plan – Map 2); and

WHEREAS, the Comprehensive Plan establishes as a goal of the City the development of the Prestressed Concrete Site as a “vibrant, walkable, mixed-use, waterfront development that provides strong fiscal benefits for the City” (see Comprehensive Plan - Goal 12, page 36); and

WHEREAS, in order to accomplish Goal 12, the Comprehensive Plan incorporates certain policy considerations for the development of the Prestressed Concrete Site, including:

- A. Coordinate with the Owner of the Prestressed Concrete Site to mitigate traffic from the mixed uses within the site without introducing unacceptable levels of congestion into Old Mandeville;
- B. Provide primary access through Mariners Village and Monroe Street

- C. Limit the height of structures along the waterfront to 60 feet and step heights down to 35 feet along the edges of the property;
- D. Encourage street level activity;
- E. Afford public access along the waterfront;
- F. Retain key vistas of the Lake within the development;
- G. Facilitate bike and pedestrian circulation;
- H. Allow low to medium density residential uses along Monroe Street;
- I. Require that the property comply with new urbanist design standards and incorporate local architectural elements; and
- J. Promote the redevelopment of Mariner's Village in conjunction with the development of the Prestressed Concrete Site; and

WHEREAS, Section 8.5 of the CLURO, entitled "Traditional Neighborhood Development", codifies new urbanism design standards as referenced in the policy considerations for achieving Goal 12 mentioned above; and

WHEREAS, Section 8.2 of the CLURO, entitled "Special Uses Criteria", more specifically, Subsection 8.2.3.7, entitled "Special Marina Use Criteria" provide for the development and use of a development site as a marina; and

WHEREAS, the Master Plan submitted by the Owner, which regulates the development of the Prestressed Concrete Site, includes new urbanist design principles which are in substantial accord with the requirements of the Traditional Neighborhood Development and the Special Marina Use Criteria; and

WHEREAS, the Owner has requested that the City approve the development of the Prestressed Concrete Site as a Planned Combined Use District in accordance with the Master Plan to be known as "Port Marigny"; and

WHEREAS, under Article 7, Section 7.5.15.2 of the CLURO, all uses permitted in a Planned Combined Use District are conditional uses which must be approved in accordance with the procedure for obtaining conditional use permits and Planned District Zoning.; and

WHEREAS, the procedure for obtaining conditional use permits and Planned Districts is set forth in Article 4 of the CLURO; and

WHEREAS, in conformity with procedure established in Article 4 of the CLURO, and is amended by this ordinance and the Development Agreement to require Special Use Permit approval for certain uses, the duly authorized representative of the Owner, namely Port Marigny, L.L.C., has submitted an application for approval of the use of the Prestressed Concrete Site in accordance with the Master Plan and provided pursuant to said application the Boundary Survey, ~~the~~ Master Plan, a Topographic Survey, a conceptual Fill and Drainage Plan, a traffic study, a Development Agreement, a Conceptual Lot Layout, and other information and documents required by the City to be submitted in connection with the Owner's application for conceptual plan approval for the planned combined use district; and

WHEREAS, in connection with the application, the Owner has represented that the Master Plan was developed by Architects Southwest, Inc. and approved by the Owner to substantially comply in all material respects with the new urbanist design standards and principles contained in Section 8.5 of the CLURO; and

WHEREAS, the Master Plan substantially fulfills, in all material respects, the policy considerations set out under Goal 12 of the Comprehensive Plan for the development of the Prestressed Concrete Site, excepting those matters for which a variance or special consideration is specifically requested herein, and other matters over which the Owner has no control; and

WHEREAS, the City has made additional specific requirements for site development approval of certain Land Uses within the Port Marigny Development through a Special Use Permit review procedure as set forth in this Ordinance and the Development Agreement between and among the City, Port Marigny and Pittman Assets setting forth certain parameters for the development of Port Marigny as authorized under the provisions of LSA-R.S. 33:4708.21 *et seq.*; and

WHEREAS, the City Planner has advised the City Council that the application for Planned Combined Use District approval submitted in connection with the application by Port Marigny, LLC substantially complies with the procedure and requirements set forth in Article 4 of the CLURO; and

WHEREAS, the City of Mandeville Planning Commission, after giving proper notice, conducted public hearings on the application of Owner for Conditional Use and Planned District approval on July 23, 2015, August 18, 2015; September 1, 2015, September 29, 2015, October 14, 2015, October 29, 2015, November 10, 2015, December 17, 2015, January 20, 2016, February 17, 2016, March 15, 2016, March 30, 2016, April 20, 2016, and May 4, 2016 and reported its findings and recommendations to the City Council; and

WHEREAS, all applicable procedural requirements for the adoption of this Ordinance have been met;

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, acting as the governing authority thereof, as follows:

Section 1. *Use of Leased Property.*

The State of Louisiana, first through the Department, of Natural Resources (1986) and later through the Division of Administration (1992), granted the City of Mandeville the non-exclusive right to use a portion of State owned land described below (the “State Leased Property”). The City’s non-exclusive rights with respect to the use of the State Leased Property are more particularly set forth in the act of lease between the City and State, which is recorded in the official records of St. Tammany Parish, Louisiana, at COB 1516, folio 832, CIN 826372, attached hereto as Exhibit “H” (the “State Lease”).

The State Leased Property is generally located south of the Prestressed Concrete Site, and includes “Sunset Point”. A portion of the State Leased Property originally described in the State Lease, namely the two parcels that are now designated Parcel A and Parcel B on the Boundary Survey, are parcels that are adjacent to, and part of the Property owned by Owner, Pittman Assets, LLC, whose title to these two parcels was recognized by the State of Louisiana by act entitled “Boundary Agreement and Recognition of Title”, dated December 15, 1998, recorded in the official records of St. Tammany Parish, Louisiana, as Instrument No. 1159770, and by act entitled “*Proces Verbal* of Agreement of Settlement”, dated December 15, 1998, recorded as Instrument No. 1159774 in the official records of St. Tammany Parish, Louisiana.

The City has not used or improved that portion of the State Leased Property that is owned by Pittman Assets, LLC described on the Boundary Survey as Parcels A and B. However, Owner’s proposed use of Parcels A and B, as described in the Port Marigny Use

Regulations and Covenants, are hereby determined to be consistent with, and in furtherance of, the uses of such property envisioned by the City, as set forth in the City's Comprehensive Plan.

Accordingly, the City hereby consents to modifying and amending the State Lease in two particulars: (a) to change the purpose of the State Lease from construction of a landfill on State lands (but not water bottoms) to construction of and use of State lands (but not water bottoms) as a public park; and (b) to revise the description of the State Leased Land as described in the State Lease, to eliminate Parcels A and B (as shown on the Boundary Survey), while reserving the City's use rights with respect to the remaining State owned land subject to the State Lease, as amended and modified, all subject to concurrence and approval by the State. The State land that will remain subject to the State Lease with the City shall include the isolated parcel lying south of and contiguous to Parcel B (herein designated as the "Park Area") and Sunset Point. Owner has offered and agreed to provide the public with physical access to the Park Area through the Port Marigny street system, to improve the Park Area in conformity with the Master Plan, and to maintain the Park Area, in accordance with the terms and conditions of a Cooperative Endeavor Agreement.

BE IT FURTHER ORDAINED, that the City consents to the following: (a) amending the State Lease, more particularly to change the purpose for the State Lease and to modify the description of the State Leased Land to that portion of the property described in the State Lease that is owned by Pittman Assets pursuant to the Boundary Agreement and Recognition of Title, substantially in accordance with the terms and conditions of the "Amendment to Lease", a copy of which is attached hereto and made part hereof as Exhibit "I"; (b) executing a Cooperative Endeavor Agreement with Port Marigny, LLC, subject to approval by the State, for the use, development and maintenance of the Park Area in substantially the form of the attached Exhibit "J"; (c) including in the Cooperative Endeavor Agreement a covenant prohibiting the construction of any improvements on Sunset Point above the height of the buildings and structures presently constructed on Sunset Point or on other State Leased Property, in any way unreasonably obstructing the vistas of/from Port Marigny PCUD, and constructing or installing any improvements or devices, other than aids in navigation, in the main navigational channel and other channels serving as access to Port Marigny from Lake Pontchartrain.

Section 2. Authority to Execute and Sign Agreements, Recording of Same.

BE IT FURTHER ORDAINED, that the Mayor be and he is hereby authorized, empowered and directed for and on behalf of the City to execute the aforescribed Amendment to Lease (Exhibit "I"), and the Cooperative Endeavor Agreement (Exhibit "J"), together with any other documents, containing such other terms and conditions, necessary or required, to give effect to the matters addressed in this Ordinance.

BE IT FURTHER ORDAINED, that the Clerk of Council be and she is hereby authorized, empowered and directed to record this Ordinance, the Amendment to Lease, and the Cooperative Endeavor Agreement, in the conveyance records of the Clerk of Court for St. Tammany Parish, Louisiana, as covenants running with the land comprising the Port Marigny PCUD, to be modified, expanded or changed only in accordance with the procedure proscribed in Section 4.3.3.13 and Section 8.3.1.3.c. of the CLURO.

The ordinance having been submitted to a vote, the vote thereon was as follows:

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this __ day of _____, 2016.

Clerk of Council

Mayor Pro-Tem

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this __ day of _____, 2016 at 9:00 o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this __ day of _____, 2016 at __ o'clock __.m.

DONALD J. VILLERE, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2016, at ____ o'clock ____m.

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2016 at ____ o'clock ____m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the __ day of _____, 2016 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this __ day of _____, 2016.

CLERK OF COUNCIL