

1 Introduced December 8, 2020, by Councilman
2 Tamborella, seconded by Councilwoman
3 Denham, (by request of Administration)

4 **Item No. 20-12-3347**

5
6 **ORDINANCE NO. 4007**

7 An ordinance authorizing the revocation of the unimproved Fifth Street right-of-
8 way between Florida Avenue and East Hall Avenue in Slidell, Louisiana, pursuant to and
9 subject to a cooperative endeavor agreement between the City of Slidell and the St.
10 Tammany Parish School Board, full ownership of said property no longer being required
11 for a public municipal use (Case S20-19).

12
13 WHEREAS, Fifth Street was platted as part of the Brugier Addition, one of the
14 oldest subdivisions in the City of Slidell, and it was dedicated to the City; and

15
16 WHEREAS, Fifth Street between Florida Avenue and East Hall Avenue was
17 never improved with a street, but contains a 12-inch City water line; and

18
19 WHEREAS, the campus of Florida Avenue Elementary School, located at 342
20 Florida Ave and owned by the St. Tammany Parish School Board, occupies land on both
21 sides of the unimproved Fifth St right-of-way and includes three accessory buildings that
22 are partially within the unimproved right-of-way as well as a covered paved walkway,
23 paved parking, and other paved walkways in the unimproved right-of-way; and

24
25 WHEREAS, no other individuals or entities own land adjacent to the
26 unimproved Fifth St right-of-way between Florida Ave and East Hall Ave; and

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28 WHEREAS, the St. Tammany Parish Public School Board requests that the
29 City, pursuant to La. R.S. 48:711 *et seq.*, revoke the Fifth St right-of-way between Florida
30 Ave and E Hall Ave, as shown on the plat attached hereto and incorporated herein as
31 Exhibit A, which will, by operation of law, allow the soil covered by and embraced in said
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4 right-of-way to revert to the present owner of the contiguous lands, i.e. the St. Tammany
5 Parish School Board; and

7 WHEREAS, the St. Tammany Parish School Board submitted an application to
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9 subdivide the property occupied by Florida Avenue Elementary School, including the
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11 proposed revoked unimproved Fifth St right-of-way, into one lot with a 50-foot wide public
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13 utility servitude in the same location as the former right-of-way; and

14 WHEREAS, the Planning Commission held a public hearing for the proposed
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16 subdivision (S20-19); and

17 WHEREAS, pursuant to La. R.S. 48:711, *et seq.*, and other applicable law, the
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19 City has determined that its full ownership of the unimproved right-of-way is no longer
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21 needed for a public municipal use and that said property is more appropriately owned by
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23 another public entity—the St. Tammany Parish School Board—as part of Florida Avenue
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25 Elementary School, subject to the City retaining a servitude on the land as set forth in, and
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27 pursuant to the other terms and conditions of, the cooperative endeavor agreement
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29 attached hereto as Exhibit B.

30 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
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32 authorize the revocation of the unimproved Fifth Street right-of-way between Florida
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34 Avenue and East Hall Avenue, as shown in attached Exhibit A, in favor of the St.
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36 Tammany Parish School Board, pursuant to and subject to the terms set forth under the
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38 cooperative endeavor agreement attached hereto as Exhibit B. Further, the Slidell City
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Council authorizes the Mayor of the City of Slidell to execute said cooperative endeavor

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4 agreement on behalf of the City and to take any additional action and execute any
5 additional documents in conjunction therewith which may be necessary to accomplish the
6 right-of-way revocation and servitude reservation under the terms set forth in said
7 cooperative endeavor agreement.
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12 **ADOPTED** this 12th day of January, 2021.
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15 Kenny Tamborella
16 President of the Council
17 Councilman, District E

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19 Greg Cromer
20 Mayor
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24 Thomas P. Reeves
25 Council Administrator
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DELIVERED	1/13/21
3:30 pm	to the Mayor
RECEIVED	1/15/21
11:00 am	from the Mayor

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EXHIBIT B

COOPERATIVE ENDEAVOR AGREEMENT

This **COOPERATIVE ENDEAVOR AGREEMENT** (this "Agreement"), is made and entered into effective as of this ____ day of _____, 202_ (the "Effective Date") and is by and between the City of Slidell, Louisiana, a municipality and political subdivision of the State of Louisiana, hereinafter referred to as the "COS", and the St. Tammany Parish School Board, a political subdivision of the State of Louisiana, hereinafter referred to as the "Board".

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . . "; and

WHEREAS, the Board owns and operates Florida Avenue Elementary School in Slidell, Louisiana; and

WHEREAS, the COS owns an unimproved right-of-way between E. Hall Avenue and Florida Avenue in Slidell, Louisiana, designated as "Fifth Street", which is bounded on either side by real property owned by the Board as part of Florida Avenue Elementary School; and

WHEREAS, pursuant to La. R.S. 48:711, *et seq.*, and other applicable law, the COS has determined that its full ownership of said unimproved right-of-way is no longer needed for a public municipal use and that said property is more appropriately owned by another public entity—the Board—as part of Florida Avenue Elementary School, subject to the City retaining a servitude on the land under the terms and conditions set forth below; and

WHEREAS, the City is willing to revoke the said Fifth Street right-of-way under La. R.S. 48:711, *et seq.*, subject to the noted servitude, which revocation will, by operation of law, make all of the soil covered and embraced by such right-of-way revert to the present owner of the land contiguous thereto, i.e. the Board; and

WHEREAS, such revocation will allow the Board to resubdivide the full complement of real property parcels comprising Florida Avenue Elementary School into one parcel and thereby provide for the future appropriate development and use of the property for the benefit of school children in Slidell, which is a substantial benefit to the COS; and

WHEREAS, the agreement set forth below is not a prohibited gratuitous donation; rather, both the COS and the Board have a reasonable expectation of receiving benefits which are commensurate to the benefits respectively conferred, which

benefits are benefits in which the Slidell community, particularly students at Florida Avenue Elementary School, participate.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I
PURPOSE

- 1.1 The recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.
- 1.2 The purpose of this Agreement is provide for the terms and conditions of the COS's revocation of its unimproved Fifth Street right of way in favor of the Board.

ARTICLE II
OBLIGATIONS OF THE PARTIES

2.1 The COS:

2.1.1 Hereby revokes its unimproved Fifth Street right-of-way between E. Hall Avenue and Florida Avenue in Slidell, Louisiana, as evidenced on the plat attached hereto as Exhibit A to the COS ordinance authorizing this Agreement, which ordinance and exhibit are expressly incorporated herein by reference, in favor of the Board, subject to the COS retaining and the Board granting, preparing, recognizing, and recording a utility servitude in favor of the COS for the use, operation, maintenance, repair, and replacement of COS water and related infrastructure over the entirety of revoked right-of-way, and the retention by the COS of any other servitudes of record it may have over or across the revoked right-of-way; and

2.1.2 Hereby allows the Board's two portable classroom, its shed, and any of its paved and/or covered walkways which are currently within the right-of-way area to remain within the retained servitude.

2.2 The Board:

2.2.1 Hereby grants and recognizes, and shall prepare and record in formal fashion (in a form acceptable to the COS), a utility servitude in favor of the COS over the entirety of the revoked right-of-way for the use, operation, maintenance, repair, and replacement of COS water and related infrastructure; and

2.2.2 Covenants and agrees not to construct or place any additional brick and mortar improvements within the revoked Fifth Street right-of-way other than flat work such as driveways, sidewalks, parking areas, and/or playground equipment, and then only after appropriate permitting by relevant authorities; and

2.2.3 Agrees to hold harmless, defend, and indemnify the COS, and the COS's elected officials, agents, and employees, against any claim or cause of action arising out of or related to the actual or claimed damage to, destruction of, or loss of use of, any building, structure, improvement or other property currently within, whether wholly or partially, the Fifth Street right-of-way being revoked, or hereinafter constructed or placed, whether wholly or partially, within that same area, regardless of the cause of such damage, destruction, or loss of use, including but not limited to by reason of any failure of COS water infrastructure.

ARTICLE III
TERM AND TERMINATION

This Agreement shall begin on the Effective Date and shall thereafter run in perpetuity, except as may be set forth below. No future alienation by the Board of the Fifth Street right-of-way referenced herein shall prejudice the rights of the COS as set forth herein, nor shall such alienation relieve the Board of any of its obligations herein. Either Party may move a court of competent jurisdiction for termination of this Agreement if the other Party fails to fulfill its obligations hereunder.

ARTICLE IV
DISCRIMINATION

- 5.1** The Parties hereby agree to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008, as amended, in the performance of their respective obligations contemplated under this Agreement.
- 5.2** The Parties further agree not to discriminate in employment practices, and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

ARTICLE V
NON-ASSIGNMENT

Neither Party hereto shall assign any interest in this Agreement, nor shall it transfer any interest herein, whether by assignment or novation, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE VI
THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any obligation, duty, or benefit with respect to any person or entity that is not a Party hereto.

ARTICLE VII
LEGAL COMPLIANCE

The Parties shall comply with all applicable federal, state, and local laws and regulations, specifically including, but not limited to, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE VIII
CONTROLLING LAW / VENUE

- 9.1** The definition of terms used, interpretation of this Agreement and the rights of all Parties herein shall be construed under and governed by the laws of the State of Louisiana.
- 9.2** The Parties hereto submit to the (exclusive) jurisdiction and venue of the Twenty-Second Judicial District Court, St. Tammany Parish, Louisiana for resolution of any dispute arising hereunder, by non-jury trial.

ARTICLE IX
ENTIRE AGREEMENT / SEVERABILITY

- 10.1** This Agreement, including any documents or attachments expressly incorporated herein, constitutes the entirety of the agreement between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. No representations were made or relied upon by either Party, other than those expressly set forth in this Agreement, with respect to the subject matter hereof.
- 10.2** Each and every part, term, or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby unless the cause of this Agreement (those obligations set forth in Article II) would be defeated thereby.

**ARTICLE X
MODIFICATION**

Any alterations, variations, modifications, waivers of provisions, and/or amendments to this Agreement shall be valid only when they have been reduced to writing, duly signed both Parties, and attached to the original Agreement.

**ARTICLE XI
RECORDS RETENTION**

The Parties agree to retain all books, records, and other documents relevant to this Agreement and any funds expended hereunder for the longest period of (i) three (3) years after the Effective Date; (ii) the time required by the Party's applicable records retention schedule; or (iii) the period of time required by applicable Federal law if Federal funds are used in relation to this Agreement.

**ARTICLE XII
PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall forthwith be amended to make such insertion or correction.

**ARTICLE XIII
NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery or by placing same in the United States Mail, properly addressed and postage prepaid to:

CITY OF SLIDELL:

City of Slidell
Attn: Mayor
P.O. Box 828
Slidell, LA 70459

ST. TAMMANY PARISH SCHOOL BOARD:

St. Tammany Parish School Board
Attn: Superintendent
P.O. Box 1940
Covington, LA 70434

or such other address as a Party may designate in writing from time to time.

COOPERATIVE ENDEAVOR AGREEMENT
[SIGNATURE PAGE]

St. Tammany Parish School Board

By: _____ WITNESS _____

Print: _____ Print: _____

Its: Superintendent WITNESS _____

Date: _____ Print: _____

State of Louisiana
Parish of St. Tammany

Thus done and passed, on the date written above, before me, the undersigned notary, and the competent witnesses signing above, effective as of the Effective Date.

In witness whereof, I hereunto set my hand.

Notary Public
Notary Number: 11809
My commission expires: At Death

City of Slidell, State of Louisiana

By: _____ WITNESS _____

Print: George G. Cromer Print: _____

Its: Mayor WITNESS _____

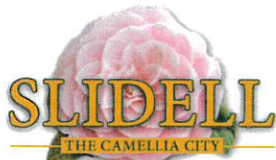
Date: _____ Print: _____

State of Louisiana
Parish of St. Tammany

Thus done and passed, on the date written above, before me, the undersigned notary, and the competent witnesses signing above, effective as of the Effective Date.

In witness whereof, I hereunto set my hand.

Notary Public
Notary Number: _____
My commission expires: _____



Planning Department

Staff Report

Case No. S20-19

Revocation of Unimproved 5th St and Subdivision of multiple lots into one lot at 342 Florida Ave

985.646.4320 | 250 Bouscaren St, Ste 203, Slidell, LA 70458 | planningdept@cityofslidell.org | myslidell.com

Location: Florida Avenue Elementary, 342 Florida Ave (Figure 1)

Owner: St. Tammany Parish School Board

Applicant: Wesley R. Eustis, Surveyor

Zoning: A-6 Single-family Urban

Request: Subdivide multiple lots and proposed revoked right-of-way into Lot 6B

Planning Commission

Consent Agenda: November 16, 2020

Public Hearing: December 21, 2020

City Council (for revocation of right-of-way)

Introduction: December 8, 2020

Public Hearing: January 12, 2021

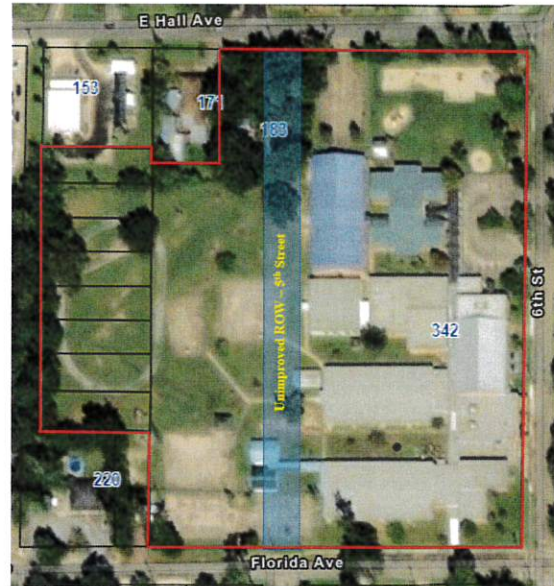


Figure 1. Location map.

Recommendations

Planning Department

Approval, on the condition that the City Council revoke the unimproved Fifth St right-of-way

Planning Commission (for revocation)

Approval

Findings

1. Subject property is developed with Florida Avenue Elementary School located at 342 Florida Ave (Figure 2). It is zoned A-6.
2. Unimproved 5th St right-of-way (ROW) is within the current boundaries of the school property and has been used by the School for some time. Owner is requesting a revocation of the unimproved 5th St right-of-way.
3. The owner proposes to subdivide all of the Florida Avenue Elementary School campus – comprised of Lots 1 through 28, Sq. 23, Lots 6A, 7 through 22, and 26 through 29, Sq. 11, and the proposed revoked portion of 5th St right-of-



Figure 2. Subject property, street view

5. The proposed Lot 6B has an area of 379,390.17 sq. ft. or 8.710 acres and has frontage on three streets: Florida Ave, 6th St, East Hall Ave (Table 1).
6. The A-6 district requires a minimum lot width of 70 ft and area of 8,400 sq ft per family unit.
7. Proposed lot 6B has a width of 410 ft on E Hall Ave, 510 ft on Florida Ave, and area of 379,390.17 s.f. (Table 1). The proposed lot meets the minimum lot width and area requirements for the A-6 district.
8. The A-6 district requires a minimum front yard setback of 25 ft; minimum side yard setbacks are 20% of the width of the lot with a minimum on any one side of 5 ft for lots less than 100 ft wide and 10 ft for lots more than 100 ft wide; minimum rear yard setbacks are 20% the depth of the lot with a minimum of 25 ft and a maximum 50 ft. (Sec. 2.904(1) – Lot Area)
9. Existing buildings on Lot 6B have a front yard setback of approximately 140 ft on E Hall Ave, a setback of 25 ft on Florida Ave, and a side yard adjacent to 6th St of 10 ft, and 100 ft from the west. Setbacks for the existing buildings on the proposed lot meet the minimums as in Finding #8.
10. The property is located in Flood Zone AE, Elevations 11 and 12.
11. Subdividing these parcels creates one lot of record that comprises the current campus of Florida Avenue Elementary School.

Table 1. Dimensions of Current and Proposed Lots, and Zoning District

Lots Zoning		Fronting Street	Width (ft.)	Area (sq. ft.)
Sq 23 (Lots 1-28)		Florida Ave, 6 th St, E Hall Ave	47.3 ea.	198,300
Sq. 11 Lot 6A		E Hall Ave	60	9,000
Sq. 11 Part of Lot 8		5 th St	38.3	5,745
Sq. 11, Lot 7		Unimproved 4 th St	47.3	7,095
Sq. 11, Lots 9-22		Unimproved 4 th St and 5 th St	47.3 ea.	99,330
Sq. 11, Lots 26-29		Florida Ave	50 ea.	28,388
5 th Street ROW		Florida Ave and E Hall Ave	50	30,050
Lot 6B		E Hall Ave and Florida Ave	410 and 550	379,380
A-6	Residential Use	NA	70 min.	8,400 min.*

*Per Family Unit