



**OFFICIAL MINUTES
PLANNING & ZONING COMMISSION
February 10, 2010**

Members present: Clay Breaud, Melvin Adams, Marguerite Erwin, Mark Kearns and Robert Mire
Members absent: None

Also present: Eric Fauchaux, Public Works Director, Errol Price, Zoning Administrator and Ruby Maggio, Secretary

Mr. Breaud stated we've been furnished a copy of the minutes for the December 9, 2009 meeting and I would entertain a motion to amend or accept, motion to accept the minutes as presented was made by Ms. Erwin and seconded by Mr. Kearns, all members were in favor, motion carried.

The item on the agenda was to consider a request by Kenneth Rembert, P.L.S. on behalf of Gambetta, L.L.C. for sketch and preliminary plat approval of Colonel's Courtyard town home development to be located on the west side of Louise St. approximately 113' south from corner of Wolfe St. located in Sections 18 & 19, T15S-R16E, City of Thibodaux, Lafourche Parish, Louisiana. Mr. Gene Milford of Milford and Associates came forward and stated he was there on behalf of Gambetta, L.L.C. for the Colonel's Courtyard town home development. You all have seen this development before, I believe it was approved in December of 2008, essentially in the format that you have before you. Since that time the one year time frame to get started has expired and there has been one other notable change and that is it has been divided into Phase I and Phase II. Phase I will encompass the four lots that front Louise St. and the adjustments and the utilities locations have been made in the plans to accommodate that. Phase II will be the road and the remaining lots to the rear. Essentially this middle is the same as you had in December of '08 and we'd ask that you consider granting approval in its current format, thank you. Mr. Breaud stated I remember some discussions that we had on this project way back when like he said and one of the items was fencing, I remember we had originally proposed a fence along the back canal on the Lafourche Parish School Board side and we basically asked them to remove that fence so that the city would have access to that ditch to be able to maintain it, so I see it has been removed and we did that. There was another discussion about these utility servitudes on the back property line, I'm not sure if I know exactly where the private servitude is Mr. Milford and I think there were some discussions on and I'm not sure what utilities, I think there were some discussions on drainage and we were agreeable to allow a servitude on the back property line being it was so close to this outfall canal and there was no way with the town house complex to bring the water from the back to the front so as far as I recall I think we were ok with the private servitude for drainage but are there any utilities in that servitude on the back side? Mr. Milford replied on the rear of the lots that parallel the side lot lines going to the rear canal? Mr. Breaud replied right. Mr. Milford replied the intention is for drainage, surface drainage for the back lots to be able to get to the drainage canal, not to my knowledge are any physical utilities are to be put back there. Mr. Breaud stated the water and sewer lines would be, we don't have any construction plans or anything, is that to be within the road right of way. Mr. Price replied they're supposed to be in the road, now my understanding, you're coming back tonight for Phase I and II or you're just getting Phase I approved? Mr. Milford stated we're looking for the plans to be approved for Phase I and Phase II, I think they're intention is to proceed initially with Phase I and then when they've got the utilities in for that, the sewer taps that are necessary for it to be able to start construction on Phase II within the one year. Mr. Price stated I didn't realize that, my understanding was I thought it was just Phase I that is why we didn't ask for any more paperwork as far as utility layouts and actually my understanding was it was just going to be Phase I that was going to be up tonight for discussion. Mr. Milford stated the intention is to do Phase I at this time to be able to get that in. Mr. Price stated yes, that was what was told to me so I didn't expect anything to be discussed about Phase II. Mr. Breaud stated ok, so you want to address only Phase I tonight. Mr. Milford stated is there a difference about doing I or I and II as far as... Mr. Breaud stated the problem that we're looking at with Phase II right now is the utilities, I don't think the City wants, it has been the policy in the past, they don't want any rear lot servitudes for water and gas because they can't get back there and maintain it. We don't like rear lot drainage servitudes also but in a case like this I think we were willing to accept this because you are on a major drainage canal. Now when it comes to private servitudes you know, I'm not sure who owns the private servitude in a public dedication the city has got a right to go ahead and maintain that ditch in a private servitude the private landowner owns it so it is left up to him to maintain it or the

adjacent property owners would have to file suit against that particular guy if he decides to block the drainage. The City does not accept rear lot servitudes for either drainage or utilities. Mr. Price stated as long as they are private. Mr. Milford stated the intention, the sewer on Phase II is in the middle of the road, water and gas are also along the road right of ways in front of the structures, the only thing that was to be in the rear was the surface drainage. Mr. Price stated now let me tell you one thing, he did submit plans to me and the reason we didn't get any letters from gas and water was my understanding was it was going to be just Phase I discussed tonight, we do have the plans for the whole project which were reviewed previously a year ago, or a little over a year, the discussion that I remember on it, what you all did, you allowed him the private on the property, the rest of the utilities all had to be put along the street. Mr. Breaud stated as a minimum I'd like to take off the 15' utility and leave the drainage servitude on there because we sure don't want, I think the City sure doesn't want any kind of utilities along the back property line where they won't be able to access them. Mr. Adams stated that sub-surface drainage, is that going to drain towards Louise or towards the canal back behind the stadium where there is another big ditch. Mr. Milford stated in Phase II that will drain to the ditch in the rear. Mr. Adams stated in the rear. Mr. Milford stated not towards Louise St., yes, sir. Mr. Price stated the only issue I want to bring up since this has been discussed, we've had other town houses, if you're putting a private drainage servitude on the rear, which individual lots are going to be sold what happens if somebody wants to come and block it. Mr. Breaud stated that is kind of what I just mentioned, it would be incumbent upon the adjacent property owner to file suit against that guy being this plat would show that it is intended to be a drainage servitude, that was the intent of it but the City would have no jurisdiction over that. Mr. Milford stated it would remain a civil matter between. Mr. Price stated we were brought in anyway because the question was brought back the same way, when the design was being presented to Planning & Zoning and the Council, did they consider that, you see and that is why I want to make it clear that you still can approve it but consider exactly what you are looking at for the development. Mr. Breaud stated is there a reason Gene that the road couldn't be lowered enough to drain onto the roadway or because the town houses block all the drainage from the back to come to the front, I guess. Mr. Milford stated the way the structures are being presented, there is really no space in between structures to get the water out unless you try and drain under the houses. Mr. Breaud stated Gene based upon your calculations, you know I read through these calculations and you say the intended audience for the calculations is technical review personnel such and such and this study is not designed to be reviewed by persons not having complied with the LRS 37-6081, the intended audience is the administration from the City and I don't think they've got anybody with those kind of credentials, now I don't think these calculations are sophisticated enough that they cannot review it but I would ask in the future that that statement be removed out of the drainage calculations because the City doesn't have a registered civil engineer to review these calculations. Mr. Milford replied ok. Mr. Breaud stated they may have that in other parishes and I don't have a problem with the calculations and I've looked at them. Also, the 25' offset on the back, I think that is part of the town house regulations where we require a recreational area in the back, I'm looking at the parking spaces in the front, you know you only end up with about 12 foot of parking space within the private lot to park a vehicle, so that means the vehicle is going to stick out into the public right of way. My preference would be to get the vehicle off of the public right of way and give up on some of the 25' in the back and the regulations may require that it would take a variance. Do you all see what I'm talking about on the parking spaces on the front? Mr. Adams stated yes, you've got a proposed sidewalk there, you've got 24' listed. Ms. Erwin stated can I just tell you what originally happened, we went over that, we had some discussions that they could park over the side walk. Mr. Breaud stated but I mean even if your car was over the side walk, the back of your car is going to stick out into the public right of way, now it is going to be off of the street. Ms. Erwin stated yes but it is off of the street. Mr. Breaud stated it is off the street but you're supposed to have parking spaces on the private property, not on the public because it kind of creates a safety hazard, you know if a kid is running out behind the cars or riding bikes, now I mean I don't have, this is a dead end street, you know I don't have a big objection, I'm just wondering if it would be better to give up some on the back property line and move and shift everything back a little bit or leave it the way it is and I'd like to ask your input on this. The town house regulations may have a 25' offset on the back. Mr. Price stated it is 25' on the rear - my question though is they require one and a half parking spaces for each town house, if they actually have a garage isn't it considered one? Mr. Breaud stated I don't think these have any garages. Mr. Milford replied I don't think so. Mr. Price stated ok, that is one of the things that need to be, that is about the only place that would be required to show on the drawing to show the townhouses because of that requirement, we actually don't have the design of the townhouses so we didn't know if they had a garage or not. Mr. Breaud stated I mean with a 25' frontage, you've got enough to park two cars side by side, each lot, so I think you can accommodate the number of vehicles that is required by the town house ordinance. Mr. Adams stated yes you're talking about along the private street, yes, I was looking at Phase I on the front of it; they've got 24' there. Ms. Erwin stated it is 25' along the side of each town house whenever it adjoins a lot containing a single family dwelling, "There shall be a 25' yard along the sides and rear of each town house site wherever it adjoins a lot containing a single family dwellings in R-1, R-2, R-3 and R-4 or vacant lots in R-2, R-3 or R-4 Districts and a five (5) foot side and ten (10) foot rear yard in any other circumstances not addressed herein," but that is a vacant lot, isn't it? Mr. Price replied correct, both sides. Ms. Erwin stated both sides are vacant lots. Mr. Price stated and they're R-3. Ms. Erwin stated that is why it is 25'. Mr. Adams stated I'm looking at the 21'6" but if he's going to concrete, that is going to come all the way to the curb of the street so he's got a lot of room there.

Mr. Breaud stated that 21'6" is to the base of the building in other words his car has got to come to the sidewalk in other words this is going to be a curbed and raised sidewalk so... Mr. Adams stated but if he comes all the way to the curb it is going to be a different measurement, it is going to be further. Mr. Breaud stated I realize that but a vehicle is about 18' long for an average typical. Mr. Adams stated it is about 20' for a pickup truck. Mr. Breaud stated which way are you talking about additional parking spots. Ms. Erwin stated well because it says "insofar as practical", it says, "Insofar as practicable, off-street parking facilities shall be grouped in bays, either adjacent to streets or in the interior of blocks." and then it goes on but also it says, "all such facilities shall be improved to city standards for off-street parking areas, with at least two (2) spaces per unit on the lot plus one (1) visitor parking space per each two (2) units, which may be provided in separate areas," so unless there is 3 provided on each lot, which there are not, there are two provided for each lot. If you have a total of, how many units total? Mr. Breaud stated it looks like 13 or 14 units. Ms. Erwin stated you'd need seven additional. Mr. Breaud stated seven in addition to the 228, so you need 35 vehicle spaces. Mr. Price stated we're only looking for two that are 10' wide. Mr. Breaud stated you could get those other 7. Ms. Erwin stated you could get those other 7 and you have those two there too, they're ok there. Mr. Breaud then asked if there were any other comments. Mr. Adams stated we need to know what he's going to do about the public servitude in the back, we're going to have a reserved servitude or you're going to keep it private in the rear. Mr. Milford stated in the rear or the back of the houses? Mr. Adams replied yes, along the canal. Mr. Milford stated along the canal is... Mr. Adams stated you've got a 15' servitude listed on your map. Mr. Price stated that is for us, that is public. Mr. Milford stated the one along the canal is going to be public, the one behind the houses is going to be private, non-dedicated to the City. Mr. Adams stated no, I'm talking in the back behind the apartment by the canal. Mr. Breaud stated you said by the canal, you're talking about the one on the, that is public - you see he's got it listed as a 15' public servitude, so that one is going to stay public that is 15' on this side so that is why he didn't put a fence so that the City will have the right to get in that 15' to maintain this ditch, now these ditches along both sides here, he's going to leave that as a 15' private servitude because the City doesn't want to get on the back property line and we had some discussions and I think we were agreeable to allow them to do that being he is so close to the canal to drain right there than to try and bring everything back, so I think we are ok with that. Ms. Erwin stated just so long as he doesn't, if he takes off utilities... Mr. Breaud replied right, call it a 15' drainage and maintenance servitude and take off the word utilities and other than that all of the utilities, the water and sewer all would be on the front of it. Mr. Breaud stated does he need to provide to develop Phase I, is there any infrastructure that needs to be provided. Mr. Price replied the only two things would be his service taps to catch the apartments and the main line runs right in the front. Mr. Breaud stated sewer also. Mr. Price stated the sewer line runs on the shoulder; he just has to provide the taps to go to each building. Mr. Price stated I've got a couple of questions if I can speak, what about, you're going to give him a variance for the width of the town houses, they need to be 20', he only has 16.25'. Mr. Breaud replied say that again. Mr. Price replied he's got 16' for each town house that is facing Louise, 16.25' in the front and also on Lot 7, on each side. I don't remember what you did with that. Mr. Breaud stated the minimum width is 25. Mr. Price replied 20. Mr. Breaud stated is there any reason why we're making these 16' in lieu of 20'. Mr. Milford replied I think originally they had them designed a little larger, I mean they were thinking about doing them larger and they went with the smaller ones, they felt they would sell a little better, the smaller ones you know. Mr. Breaud stated did this change from our original submittal of last year. Mr. Milford replied no, sir, the only thing we did on this one was we drew the Phase line on it, changed the title block and moved two sewer services. Mr. Breaud replied to make it a better sale is not a good justification for this planning commission to do any amendments. Mr. Roy Sternfels stated we're going to be the contractor on the project and as far as, I wasn't at all of their meetings as far as for the width and everything and design, so they gave me the construction plans, I wasn't in on the design I was just trying to think logically at some point they were thinking of doing larger and... Mr. Breaud stated it is 16.25 so it is 3.75' wider. Mr. Sternfels replied I can try to, were you in on the design on these, they had an architect and they had three different parties, the contractor, an architect and an engineer so I wasn't in on the design phase with the architect so I'd hate to inject those words if it is not proper to be quite honest with you because I wasn't in on those meetings. Mr. Breaud replied our minimum, the City of Thibodaux's minimum standards for a town house is 25' width. Mr. Price replied 20'. Mr. Breaud replied 20', I'm sorry 20' so unless we would grant you a variance which I don't think we're likely to do, we require these town houses to be 20' wide so that would be another condition if we approved it tonight. Mr. Milford came forward and stated the physical structure is 16.25', those were the dimensions that were given way back when and if that is not going to be sufficient maybe they can resolve that at the building permit stage if you have that process to go through, the lot itself is 46' wide and some change and I can't answer why specifically the structure is shown at 16 and a quarter and not 20'. Mr. Breaud stated it looks like you've got enough room to meet the offsets and to make the buildings that 3.75' wider. Mr. Kearns stated but you've got 30 on that right side, 30.5. Mr. Breaud replied right. Mr. Kearns stated so you've got enough room to stretch it. Ms. Erwin stated is this it where it says minimum width for the portion of the lot on which the town house is to be constructed shall be 20'. Mr. Milford replied well there's more than 20' of the lot capable of putting it. Mr. Adams replied yes, he's got 30 1/2 on the back and 25 on the front. Mr. Price replied yes, I see what you are saying now, the reason we've been doing it, we're lining up six and each on in the middle, the house was the lot itself but I see, yes, this is on separate lots. Ms. Erwin replied on this one. Mr. Price replied correct, on this particular situation. Ms. Erwin stated on Phase II it doesn't. Mr. Price replied no, but he has, in

other words, he's showing 25' at the lot ok, so he's fine on that. Ms. Erwin replied ok. Mr. Price stated yes, I see now, I'm in error, in other words it is the lot, I had in mind if you would have took 3, 4, 5 & 6 and they would have been smaller, the lot itself, but no, I'm sorry on that. Mr. Sternfels stated so that is not an issue at this point. Mr. Price replied no, not the way it is written, no. Mr. Breaud stated what else did you have, Errol? Mr. Adams stated so he's got 16.25' on the two fronts. Mr. Price replied no, Marguerite was correct - it is the width of the lot, not the building. Ms. Erwin stated it just can't be constructed, the minimum width for the portion of the lot on which the town house is to be constructed shall be 20'. Mr. Kearns stated so they're not saying minimum width of the building itself. Ms. Erwin stated it isn't the size of the structure, it is the size of the lot that we have a minimum width, I don't think we've ever told anybody. Mr. Kearns stated there's no minimum square footage or anything? Mr. Price replied no, there's nothing. Ms. Erwin stated that is in the subdivision ordinances what you're restrictions are, that's not. Mr. Kearns stated then they're good to go with what they have. Ms. Erwin stated there is a minimum, now this comes into play there is the 20' and there is also the 1,500 square feet of lot area. Mr. Breaud stated he's meeting all of that; he's got all the acreage on the lots. Mr. Price replied yes, I might have confused you all when I brought up about the width because I had in my mind it was the building but no it is the lot. Mr. Breaud then asked Mr. Price what else he had. Mr. Price stated I don't know if you can impose anything on it, it is just something that took place again with these being built, Lots 3, 4, 5 & 6 to mandate a rear exit in case they decide to fence in along the property, are you all familiar with what took place on North Canal, in other words, the next one that would come in and build town houses back to back to these and they've got a fence down the middle, how would these people get out of their back yard if it catches on fire. Do you follow what I'm saying? Mr. Adams replied yes. Ms. Erwin stated but you have 25'. Mr. Price stated no but if you've got fence running. Mr. Adams stated if you've got a fence, how are you going to get out. Mr. Kearns stated I mean how would you remedy that unless you say you can't put a fence. Mr. Price stated well that is, what is coming up right now, I'm supposed to get together which we've never had time, the Mayor is asking me to put an ordinance together to bring in front of you all requiring them to have a 5' access along the rear to go from rear to front until they get to a public street. We have a set of town houses right now that the people are locked in; if the house catches on fire they can't get out in the rear. Ms. Erwin stated and of the 25' in the back... Mr. Price replied they have it but let me put it to you this way, they ran a fence for each town house then they put a fence separating the two sets of town houses, they've got twelve, six built back to back. Ms. Erwin stated so they have 50' worth of structure. Mr. Price replied no, they put both structures together, in other words rear yard to rear yard and you've got a fence down the middle, all right if your house catches on fire, if you get to the back they cannot get out except into the back neighbor's yard, well there is no gate, they don't want them to open that gate, so they're trapped in there. Mr. Breaud stated and everybody has got their own 25'. Mr. Price stated everybody has their own little back yard like 25' right here, picture this and they would run a fence along here and everybody has their fence and right now he could put a gate, it would be fine. If you come and build some more town houses this way, so all you'd be able to do is get out from here to go in the back yard. When I talked to the Gravois that are doing some on Lynn St. they agreed, they're doing it own their own, they're going to have a 10' alley paved that you'll be able to get out to Plantation. With the other site that is being done on North Canal they finally settled their deal and Dan Aysenne will be giving them an access but the guy did take them to court. The Mayor is asking me to put into writing to submit to you all an ordinance that is going to require an access for them to get out. Mr. Adams replied yes, you really should. Mr. Price stated so it is not in writing and I don't know if you have any authority to put in on right now. Mr. Breaud stated what is different about this town house ordinance than anybody else in a subdivision that would fence in their yard because I guess we have some side lot line offsets where they can get to the front. Don't we have some kind of, at the end of a town house complex when you have so many... Ms. Erwin stated yes, there is only so many that can be... Mr. Breaud stated but don't we have some kind of side offset to the lot line of that structure? Mr. Price stated yes, on the end units, it is the middle units that are concerned. Mr. Breaud stated are we complying with the end units right now. Ms. Erwin stated they have zero side lots; they've got 25' rear lot line and then another 25' on the other side, so going 50', I guess I don't know fire but 50' seems a lot. Mr. Kearns stated so let me ask you, Errol, what are you saying, they'd have to back the fence up five feet. Mr. Price replied no, all that is required is in other words it would be put onto their plat that they would require a gate to go from each unit, I'm not an attorney but what was explained to me was that it would have to be a deal made with the owner in their deed when they sell it. Mr. Adams stated they can't lock the gate so he can get out. Mr. Price stated the gate has to be accessed so that they can get to a public street, so everybody would still own their own fence but a gate would be required and at any time if a unit wanted to get out they could actually go to the street, it would be allowed just for the people that are living there. Mr. Breaud stated like Mark is saying it would be like an alley that you'd have to create between the two fences. Mr. Price replied yes in other words you actually would require an alley on each property owner. Mr. Breaud stated so like Mark said we'd offset the fence five foot inside and then you'd create that alley. Mr. Price replied no, the way I understood it you could actually just allow them to put a gate that you could have a gate from each fence. Mr. Breaud stated but all you would do is get to the next guy and the next guy has a 20' townhouse too and you still couldn't get out. Mr. Price replied no, in other words... Mr. Kearns replied the gates are going all the way up to the street. Mr. Price replied all the way to the street that is correct. Mr. Breaud stated along the sides. Mr. Kearns stated on the side fence. Mr. Adams stated it wouldn't be private. Mr. Price replied no, that is why it has to be a civil deal something written in theirs unless like I said down the line we would put it in our

ordinance and the Council would have to adopt it requiring them to have it and then you can say well move your fence up and you leave 5' or 2 ½' and the next guy is going to leave 2 ½'. Mr. Breaud stated I think that would be a better solution. Mr. Price stated that is how they ended up settling the one on North Canal; they're making them put a gate on each one. Mr. Kearns stated I'm just thinking of the guy that opens up the gate to make a run for it and this guy has got a pit bull so then you've got a choice between the fire and the pit bull, I think I'd rather run out of the fire. Mr. Breaud stated we don't have anybody representing the owner here tonight to make a decision. Mr. Kearns stated well we don't have the ordinance in place to enforce it. Mr. Price replied no, I just wanted to bring it to your attention. Mr. Breaud stated we 'd ask that maybe he would consider bringing his fences 5' in or at least 2 ½' where the next guy could do the same to create an alley along the back property line for emergency access. Mr. Sternfels replied we could certainly discuss that with him and see. Mr. Breaud stated ask for his consideration I guess, the ordinance is not in place to do that but it is a good point. Mr. Price stated the only question I have on that is that next door it is not town houses, it is a private dwelling that goes up, so he'd have his yard, are you going to require that guy to leave 2 ½'? Mr. Mire stated he's got to have access to get out of there too. Mr. Price replied no, let's say you build a regular single family dwelling home right there and he's got a big side yard, you're going to tell him he's got to give up 2 ½' for the neighbors to use, you know. There are a lot of issues but I wanted to bring it up tonight because it took a lot to settle the other one. Mr. Kearns stated it is nothing that we can enforce. Ms. Erwin stated I really actually thought that was the reason for the 25' in the rear. Mr. Kearns stated but it is a good point to understand but it is nothing that we can enforce tonight. Mr. Price stated in my opinion, I don't see anything on the books. Mr. Breaud stated we'd just ask for the owner's consideration. Mr. Price replied that is exactly why I brought it up, I was asked to bring it to your attention and then mention it to the owners and at least make them aware of it that there could be some liability of locking some people in there. Mr. Breaud stated my answer would be to put a 3' setback and if you do have a conventional subdivision on the other side you could still get out through that 3' access in the back of it, a person can easily pass through there. Mr. Adams stated as long as you put a sidewalk where they can get out. Mr. Kearns stated and if they could put rear gates. Mr. Breaud stated it would be open - it would be an open alleyway. Mr. Kearns replied no, but I mean there is a fence that runs all along the back, though, right? Mr. Breaud stated 3' off of the property line. Mr. Kearns replied ok, 3' but it is still a fence even though it is 3' off you've got to be able to get from the back yard through the fence to get to the 3', right? Mr. Breaud stated no you'd have a gate on your town house and when you open it up you've got a 3' alley behind it and you could walk that alley all the way back up. Mr. Kearns stated yes that is what I'm saying; you're going to have a back gate to get to that alley. Mr. Breaud replied yes, right. Mr. Kearns stated I guess the point I'm trying to make right now is there a provision for those back gates. Mr. Breaud replied no, we're just calling for a fence we're not calling for a required gate. Mr. Price replied no, there's no ordinance that requires him to put a gate but if he doesn't put a gate it is still the owner's liability. Mr. Sternfels stated possibility the owner could put in their subdivision restrictions that if somebody is to build a fence they'd have to put a gate in the back and build it no further that up to a certain point from the back lot line and I'm thinking he could put that in his internal subdivision, I realize the City doesn't have anything to enforce that measure on the books at this point but we could bring those things up. Mr. Price stated yes, a lot of issues need to be discussed and I just wanted to bring it up and I knew it was going to open up a can of worms because another thing that was discussed was should you require them to concrete it, what happens if somebody is in a wheelchair and it is battery operated, so there is a lot of discussion that needs to take place with it. Mr. Kearns stated who is going to cut the grass. Mr. Price stated who is going to maintain the grass and all, if they actually own it they'd have to cut their own grass. There was a lot of discussion and there was an issue that was going on with Harkey Dr. Mr. Kearns stated it is a good point, an excellent point really. Mr. Price replied now, another question then, drainage, the same situation, well this was asked by a judge, that is where I'm getting all of this information and I couldn't answer anything, the city wasn't involved, private but still we were brought into it, you're putting fencing along like we just talked about, private drainage, draining the back, the question he asked me was why it is not required to be paved because one neighbor is affecting the other neighbor's drainage, I mean I couldn't answer any of these questions either. Ms. Erwin replied what, where the fence goes... Mr. Price replied that servitude right here, that is correct, everybody wants to put their fence in alright and you're the developer so why, he asked the contractor this, why didn't you pave this because he takes care of his, he doesn't take care of his, he's holding up his water, you're creating a civil deal between these two neighbors but you're the developer, you need to handle that before. Mr. Kearns stated you're talking about paving that whole back yard. Mr. Price replied he's required, what they ended up doing is paving a swale back here to bring the water to the road. Mr. Breaud replied you know the answer to all of this, go back to where we were and you don't allow rear lot private drainage. Mr. Price stated well I'm just bringing up all the issues that I went through and I had no answers for. Mr. Breaud stated it started on the Rienzi subdivision up here and we started doing that but what is a private drainage servitude, where you've got a public servitude the City has got the right to go in there and do something because it is dedicated to the public; on a private servitude you don't have that control. Mr. Milford asked if the court considered dominant and subservient properties. Mr. Price stated I was just questioned, they settled it, it was a civil matter but the City was brought in to answer all of these questions for which we didn't have answers. When I was there the burden was being put on the developer to prepare for all of these things and that is who they hit hard, the developer, he had to go back and concrete and everything, that is how he wrote it. Mr. Adams stated we had that problem with

Acadia Point when Lea Rutter developed that, we made him put that swale behind that. Mr. Price replied but it came back to here and the reason I'm bringing it up here is because the judge and lawyers that talked with us, this is where it starts, so the question was well why they didn't look at all of these things to prevent this and it starts here he's telling us, this is where it all has to be discussed at. Mr. Breaud replied well we only can do so much right now and that is something we need to address and amend in the ordinance that exists now, is there anything else that concern this? We could give him conditional approval tonight and ask for his consideration on this other stuff, the only condition that we're looking at right now is changing the utility to take out the word utility on these private servitudes, so does anybody else have any comments? If not, I'll entertain a motion that we accept and we're only accepting Phase I right now or we're going for Phase I and II, are we satisfied with the utilities being within the roadway, we've seen them on the last and they were approved? Mr. Price replied no, we did not review the plans that were submitted for the utilities, all I was going by when we first started meeting - he said exactly what was submitted before, they were reviewed but the plans that were submitted recently, no, nothing was reviewed. Mr. Breaud replied well let's just go for Phase I approval and you'll have to re-submit for Phase II, we'll give you Phase I approval with the condition that the word utility be removed from the plat and that the developer give consideration to offset his back fence line and adding gates on each individual town house unit and that consideration is not a mandate. So the only condition that we've got is the utility, does somebody want to make that motion, motion moved by Mr. Kearns and seconded by Mr. Mire, all members were in favor, motion carried.

Mr. Milford stated when I re-submit the drawing, the area with the drainage, utility servitude on the rear of those lots - since we're only doing Phase I should I gray out all of Phase II so when somebody looks at it they only will see Phase I. Mr. Breaud replied yes, either that or somewhere... Mr. Milford stated it reduces the possibility that somebody thinks that Phase II was granted approval. Mr. Breaud replied yes, I'd like you to do that or note it on the plat somewhere and this is preliminary plat approval which allows them to go to construction right now, we've been through the sketch and all. Ms. Erwin stated this is sketch and preliminary. Mr. Breaud stated sketch and preliminary of Phase I, so when you submit the final plat for signature and all you can do that. Mr. Price replied yes because when it is going to be submitted to the Council it is going to be two separate. Mr. Milford replied yes, we'll just have the Phase I. Mr. Breaud replied thank you, Gene. Mr. Milford replied thank you.

Mr. Sternfels stated did you already submit the plans for Phase II. Mr. Milford stated the full construction plans. Mr. Sternfels replied yes. Mr. Milford replied yes. Mr. Sternfels stated I didn't know if you had reviewed that yet. Mr. Price replied we did not review them, that is correct because my understanding was we were just going for Phase I. Mr. Sternfels stated so it is submitted. Mr. Price stated we have the plans and I never sent them to each department because we were going with just Phase I, now we did discuss Phase I as far as Louise. Mr. Price stated they're already submitted and we can review them if you want to get on next month's agenda, yes just let Ms. Ruby know and we'll put them on next month. Mr. Milford stated then it starts the one year clock. Mr. Sternfels replied yes, it wouldn't hurt to wait a few months because we have to get these other ones built. Ms. Erwin stated with town homes it is a six month clock. Mr. Sternfels stated so we're going to wait, we'll talk to the owner but we'll probably wait a little while. Ms. Erwin stated it is in the ordinance - it is a six month clock unless there is reasonable... Mr. Breaud replied all right it is up to you all to get back on the agenda, get with the City and get back on that.

Mr. Breaud stated Errol can you give us an update on where on the zoning issues on Dr. Breaud and... Mr. Price stated everything has passed, the Council passed it, Gene met with them all and they were re-zoned to an R-3. Ms. Erwin stated the whole thing. Mr. Price replied just those two. Mr. Kearns stated Leslie and Ellis Breaud. Mr. Price replied Dr. Breaud and all, yes that is correct and they re-zoned Becnel garage, they passed them all, in other words, everything that you put on, it is passed now, they re-zoned them. Ms. Erwin stated I thought they had turned them down. Mr. Price replied they tabled it and then Gen Richard went and meet with all of the individuals and got their reasoning and all of that and the Council meeting before they voted and passed it. Mr. Breaud stated I appreciate Gene taking the bull by the horns on that because that is something that needed to be done. Mr. Breaud stated how about the other outstanding deal with the ordinance for classifications of parking spaces and all of that other stuff is that dead? Mr. Price replied they tabled it until, we have our kick off meeting with South Central Planning, we're going to meet Friday the 19th. Ms. Erwin stated what about R-3 and mobile homes. Mr. Price stated that is going to be brought up, the moratorium runs out on March 18th, it is going to be brought up on probably the March 2nd meeting and the information I got which the City Attorney is against is they want to extend it again and Germaine says it is not a temporary deal then, you're denying people some of their rights but that is going to be between the attorneys. Ms. Erwin stated I just think that my recommendation to them would be just to change the ordinance. Mr. Price stated my understanding is they want to hold off until they see what South Central Planning says. Ms. Erwin stated but South Central Planning could take two years. Mr. Price stated they signed a contract and they have 8 to 10 months something like that, the kick off meeting is Friday the 19th that we're all meeting to get this thing moving. They're going to start having public hearings and everything but I believe they have until I want to say either July or August to be finished. Mr. Breaud stated if there are no other matters to discuss, meeting adjourned.