



Staff Report
Expanded Conditional Use
Case #: Z-2018-02-00044

Attachments:

Staff Report, Survey, MH area survey, Photos, Denial Letter, Application, Bond for Deed, Flood map, Zoning Map, Aerial Map

Zoning Commission Public Hearing: Thursday, March 1, 2018

City Council Introduction: Tuesday March 13, 2018

City Council Final: Tuesday March 27, 2018

City Council Request (Ordinance):

Approval of Expanded Conditional Use by Channing Garrett (applicant) to allow placement of 2012 mobile home w/chassis meeting all code requirements on Lot 11 Sq 4 Kenmore Addition located at 606 Campo St.; Zoned RS-3 (Z-2018-02-00044) recommend denial by Zoning Commission

Site Information:

Location (Address): 606 Campo St

Council District: City Council District 1

Existing Zoning: RS-3

Future Land Use: Low Density Residential

Existing Land Use: Vacant

Site Description:

Narrow lot fronting on Campo St. with drop in topography due to major lateral L-5 running along the rear of the lot. Property in Flood Zone AE and Floodway.
 -Lot measuring 50' X 159.9' (7,995 Sq Feet)

Adjacent Land Use and Zoning:

<u>Direction:</u>	<u>Land Use/Zoning:</u>
North	Vacant Single family/RS-3
South	Vacant/RS-3
West	Single Family/RS-3
East	Undeveloped/IL (across L-5 Canal)

Additional Information:

- 1.) Recommend denial by the Zoning Commission.
- 2.) Variance to waive front door requirement was denied by Zoning Commission, if Mr . Garrett was to appeal this would be heard by District Court.
- 3) Not located in proposed mobile home area. No property in Kenmore Addition Subdivision is in a proposed area. There are a few older grand-fathered mobile homes in the area.
- 4) Mr. Garrett signed a Bond for Deed with current property owner on Jan . 5, 2018.
- 5) Future Land Use Map: proposed low density residential
- 6) Master Plan:
 Figure 2.4 The Sector Map in Controlled Growth Sector
 Objective 6.1 Policy 6.1.1: Limit development of buildings in flood plains, wetlands, and other natural man made hazards



CITY OF HAMMOND

PLANNING DEPARTMENT

P. O. BOX 2788 • HAMMOND, LOUISIANA 70404-2788

219 East Robert Street – Hammond, LA 70401

Phone (985) 277-5649 Fax (985) 277-5658

MAYOR

Pete Panepinto

panepinto_p@hammond.org

March 2, 2018

Linzie Lucien
218 Maryland ST.
Hammond, LA 70403

Z-2018-02-00044 Expanded Conditional Use request for Channing Garrett (applicant) to allow placement of 2012 mobile home w/chassis meeting all code requirements on Lot 11 Sq 4 Kenmore Addition located at 606 Campo St.; Zoned RS-3.

Dear Linzie Lucien,

On March 1, 2018 The Zoning Commission voted to recommend denial on your above request.

Your case will be forwarded to Hammond City Council for final decision. Your request will be introduced at the City Council meeting on March 13, 2018. The public hearing and council decision on your case will take place on March 27, 2018 at 5:30 p.m. in the City Council Chambers at 312 E. Charles Street, Hammond, LA. It is important that you or your representative be at the City Council meeting on behalf of your case.

If you have any questions you may contact me at 985-277-5652.

Sincerely,


Tracie Schillace
Planner Coordinator

Cc: Channing Garrett

Findings:

Will this diminish the value of the surrounding properties?	Yes
Will this alter the essential character of the neighborhood?	Yes
Will granting this request be detrimental to the public welfare?	No
Light and air?	No
Traffic congestion or hazard?	No
Overburden existing drainage and utilities?	No
Emissions of odors, fumes, gasses, dust, smoke?	No
Noise and vibrations?	No

Public Hearing:

For: Channing Garrett

Against: Kelvin Cryer, and Abraham Dainels (Adjacent Neighbor)

Commission Recommendation:

Motion: William Travis recommends denial

For: Jefferey Smith, Stanley Young, William Travis, Matt Sandifer voted to deny

Against: NONE

Abstain: NONE

Absent: Jimmy Meyer

Ordinance to Read:

IF Passed by City Council Ordinance to Read:

WHEREAS, on March 1, 2018 the Hammond Zoning Commission held a public hearing on Case#Z-2018-02-00044 Expanded Conditional Use request by Channing Garrett (applicant) to allow placement of 2012 mobile home w/chassis meeting all code requirements on Lot 11 Sq 4 Kenmore Addition located at 606 Campo St.; Zoned RS-3 and recommended denial;

NOW, THEREFORE BE IT ORDAINED, that the Hammond City Council hereby approves xpanded Conditional Use by Channing Garrett (applicant) to allow placement of 2012 mobile home w/chassis meeting all code requirements on Lot 11 Sq 4 Kenmore Addition located at 606 Campo St.; Zoned RS-3 (Z-2018-02-00044) with the following conditions:

- 1) the mobile home must meet all requirements for placement of a mobile home and must be constructed to meet the latest HUD standards; and
- 2) the approval shall be with the understanding that such use is a personal right that expires upon a change in occupancy by Channing Garrett (applicant) or ownership of the property being held by Bond for Deed by Channing Garrett .

KENMOORE ADDITION

TO
TOWN OF HARRISON, LA.

In N 1/2 of S.E. 1/4 T. 68 N. R. 7 E.
Greensburg Dist., La.



Filed Dec. 24th 1963
W. L. Leach
Clerk of Court

Scale 100ft to 1 in

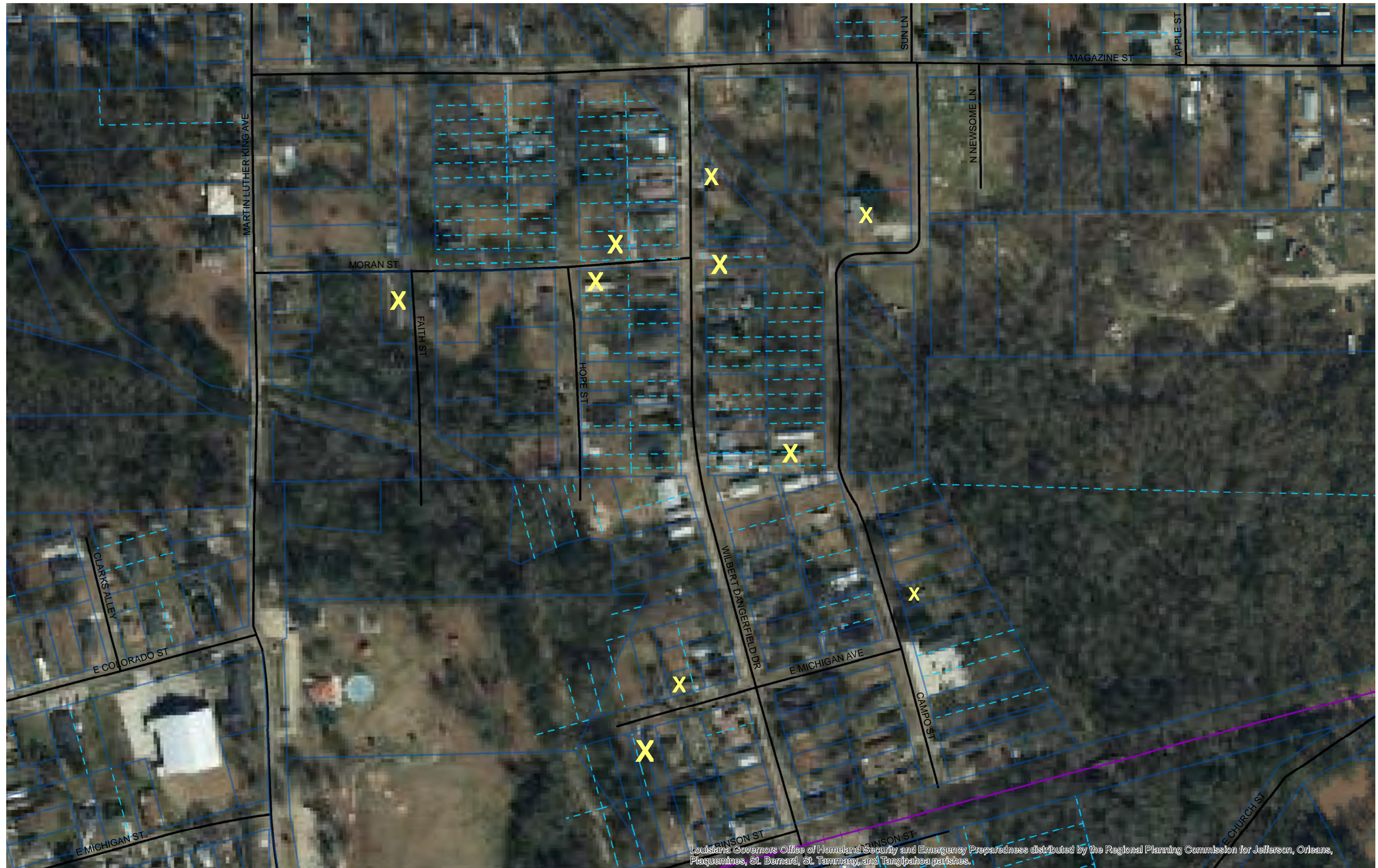
LA 12-5-1963

do hereby certify that the same is

This map has
been reduced in
size; therefore
the scale does
not correspond to
that of the
original.

A True Copy of the original as it appears
in Conveyance Book 60, Page 730.
This 5th day of June, 1963.
W. L. Leach
Clerk of Court

W. L. Leach









City of Hammond Notice of
Expanded Construction
Request: *20' to 25' wide*
AP: *100-100-0000*
Location: *100-100-0000*
A Public Hearing at City Hall is set for
Date: *AT* Time: *10:00*

City of Hammond Notice of
VARIANCE
Request: *20' to 25' wide*
AP: *100-100-0000*
Location: *100-100-0000*
A Public Hearing at City Hall is set for
Date: *AT* Time: *10:00*

YRE055

APPLICATION FOR REZONING, CONDITIONAL USE, OR INITIAL ZONING

CITY OF HAMMOND

219 E. ROBERT ST, HAMMOND, LA 70401 / PHONE: (985) 277-5649 - FAX: (985) 277-5638

FILING DATE: 2/14/18

PERMIT# Z-2018-02-00044

The next Zoning Commission Meeting will be held on 3/1/2018, at 5:00pm in the City Council Chambers, 312 E. Charles Street. Application to be submitted to the Planning Department according to the deadline schedule.

This Application for: REZONING CONDITIONAL USE: EXPANDED --OR-- RESTRICTED
 INITIAL ZONING/ANNEXATION

REZONING FEE: Single Lot \$120.00 Block or Area \$250.00 (Fees are not refundable based on decisions)
Fifty percent (50%) of fee is refundable if application is withdrawn before first newspaper notice is filed.

PARCEL# 2740701076.00

SITE ADDRESS: 606 Cumco W Hammond, LA 70401
STREET # & STREET NAME

Legal Description or Survey _____

PROPERTY OWNER NAME: Channing C Garrett
First Name MI Last Name

Owner Address: 217 Marillac St Hammond LA 70403
Street Name Street Number City State Zip

Telephone: (985) 427-8006 or Cell #: (985) 662-1111

PLEASE READ AND SIGN BELOW

APPLICANT NAME: Channing C Garrett
First Name MI Last Name

COMPANY NAME: Supio Lucien Owner Other

Applicant Mailing Address: 31500 South Bell St Springfield LA 70462
Street Name/Street Number City State Zip

Applicant Telephone: (985) 351-5346 or Cell #: (985) 981-7543

PERMIT INFO-ADDITIONAL INFO

PRESENT ZONING: RS-3 MX-N MX-C MX-CBD C-N C-H C-R I-H I I-L
RS-5 RM-2 RS-8 RS-11 RM-3 RP RS-11.A S-1 S-2 SC

REQUESTED ZONING:
MX-N MX-C MX-CBD C-N C-H C-R I-H I I-L
RS-3 RS-5 RM-2 RS-8 RS-11 RM-3 RP RS-11.A S-1 S-2 SC

REASON FOR REZONING: to place mobile home

SPOT ZONING NOTE: Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect or furthering the comprehensive zoning plan. Spot zoning is discouraged in Hammond

I/We being the legal owner(s) request zoning of my property from a _____ District to a _____ District. I/We fully understand and agree to abide by the zoning restrictions for a _____ District. I am including with this application a copy of any covenants or restrictions and deeds governing this property.

If there is more than one owner or a corporation is the owner of the property, each owner or authorized agent of the corporation must sign. If conditional zoning, submit in writing an explanation for this request on separate sheet. If you are applying for an area or block zoning furnish a map of area or block and a petition signed by at least 50% of the property owners in the area (including their addresses).

ALL INFORMATION ON THIS APPLICATION MUST BE COMPLETE, ALL FEES PAID, AND ALL REQUIRED DOCUMENTS RECEIVED BEFORE THIS APPLICATION WILL BE ACCEPTED ON THE AGENDA FOR THE CITY OF HAMMOND ZONING COMMISSION.

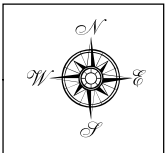
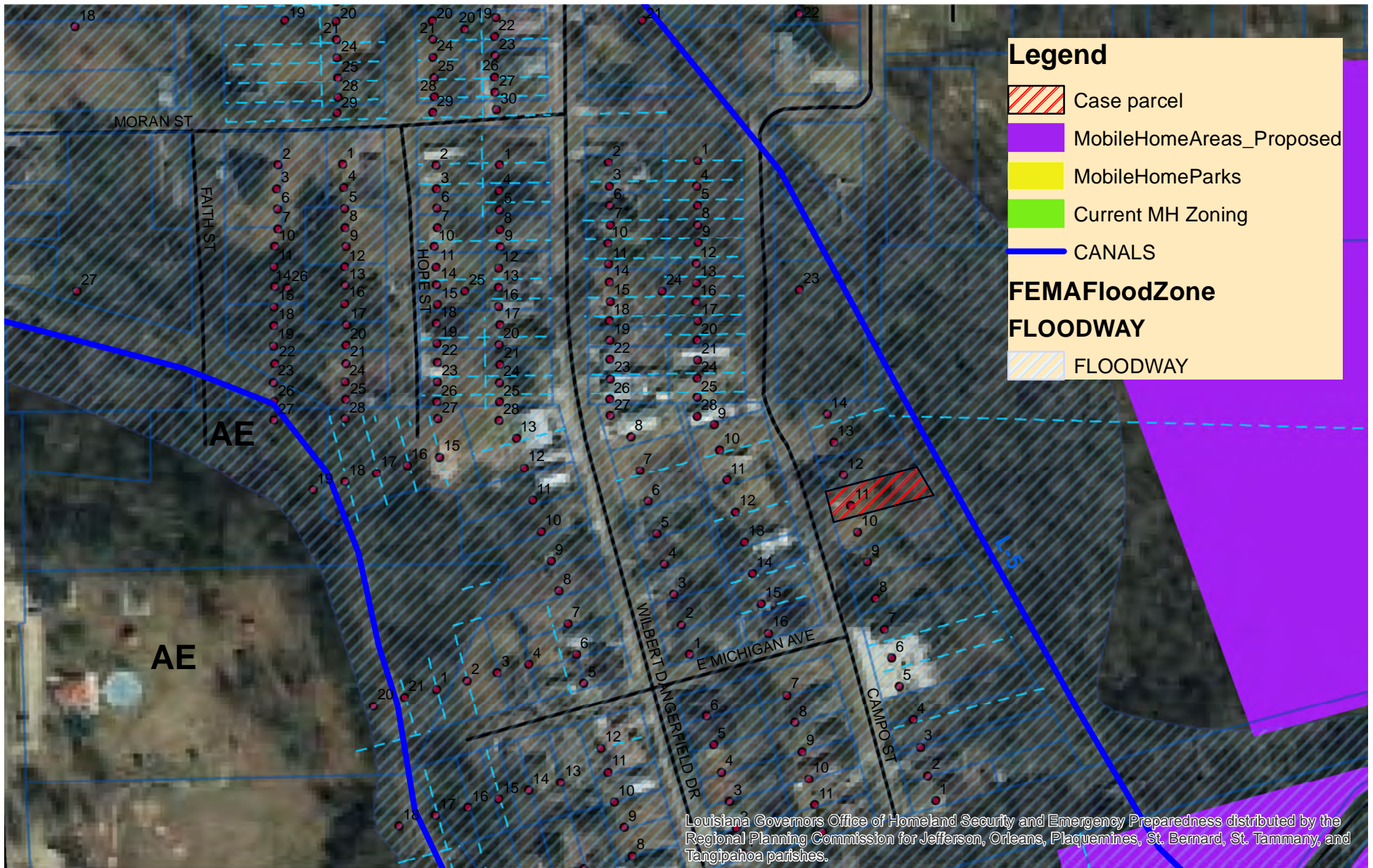
X Channing Garrett 1-8-18
APPLICANT SIGNATURE DATE

X Supio Lucien 1-8-18
OWNER(S) SIGNATURE DATE

X _____
CITY PLANNER DATE

***** FOR OFFICIAL USE *****




AMOUNT PAID \$ 120+25 CHECK# _____ CASH DATE PAID 2/5/2018 HA

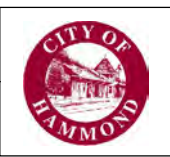
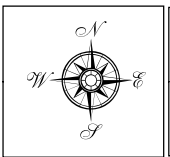


Expanded Conditional Use
 Z-2018-02-00044
 606 Campo St.



Legend

-  Case parcel
-  CANALS
- FEMA Flood Zone**
-  FLOODWAY



Expanded Conditional Use
 Z-2018-02-00044
 606 Campo St.

THIS SPACE PROVIDED FOR RECORDER'S USE

State of Louisiana
Parish of Livingston

CONTRACT FOR DEED

This Contract ("Contract") is effective as of January 05, 2018 by and between
- Linzie Darnell Lucien, a single person,
hereinafter referred to as "SELLER," whether one or more, and
- Channing C. Garrette and Kumaria Garrett, 31500 S. Bell St, Springfield, Livingston
Parish, Louisiana, 70462,
hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for
the purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 606 Campo Street, Hammond, Louisiana 70401 in Tangiphoa Parish and is legally described as the following:

Lot Eleven (11) of Square Four (4) of the Kenmore Addition of Hammond, Louisiana, said Lot fronting Forty-five (45) feet on Campo Street by a depth of 159.9 feet between parallel lines acquired by deed in COB 170, page 463.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$6,000.00 with no interest. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$1,500.00 which shall be deducted from the total purchase price indicated above.

TERMS OF PAYMENT. Payments under this contract should be submitted to Linzie Darnell Lucien at 218 Maryland St, Hammond, Louisiana 70403.

The unpaid principal shall be payable in monthly installments beginning on February 10, 2018, and continuing until September 10, 2020 (the "Due Date"), at which time the remaining unpaid principal shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$50.00 for each installment that remains unpaid more than 10 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer waives the right to prepay under this Contract. If the Buyer attempted to prepay any portion of the Contract, a penalty of 0 % of the total balance remaining prior to making the prepayment on the Contract will be assessed.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 30 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Louisiana.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. The sale is made for and in consideration of the price and sum of Six Thousand (6000.00) Dollars, payable as follows: One Thousand Five Hundred Dollar (1500.00) and 22 monthly payments in the amount of Two Hundred (\$200.00) dollars and a final monthly payment in the amount of One Hundred (\$100.00) dollars, all bearing 0 per cent interest from date until paid in full. The first monthly payment is due February 10th, 2018 and each additional payment will be due on the 10 day of each month thereafter until entire balance is paid in full. If three consecutive payments are missed Or five for whole contract seller reserves right to cancel contract.

TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Jeannette Vest Hutchison

Springfield, Louisiana, 70462
225-414-1000

SELLER:

DATED:

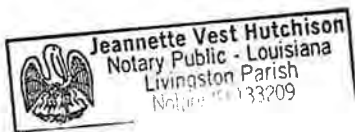
1-5-18

Linzie Darnell Lucien

Linzie Darnell Lucien
218 Maryland St
Hammond, Louisiana, 70403

STATE OF LOUISIANA, PARISH OF LIVINGSTON, ss:

On this 5 day of January, 2018, before me personally appeared Linzie Darnell Lucien, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Jeannette Vest Hutchison

Notary Public

Jeannette Vest Hutchison Notary
Title (and Rank) 133209

My commission expires life time

Witness Signatures:

Marlene Coats
Witness Marlene Coats

Victoria Hutchison
Witness Victoria Hutchison

BUYER:

DATED: 1-5-2018 DATED: 1/5/2018

Channing Garrett Kumaria Garrett
Channing C. Garrette Kumaria Garrett
Channing C. Garrett and Kumaria Garrett
31500 S. Bell St
Springfield, Louisiana, 70462

STATE OF LOUISIANA, ss:PARISH OF LIVINGSTON, ss:

On this 5 day of January, 2018, before me personally appeared Channing C. Garrette and Kumaria Garrett, td me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Jeannette Vest Hutchison
Notary Public



Jeannette Vest Hutchison Notary 133209
Title (and Rank)

My commission expires lifetime

Witness Signatures:





Marlene Coats
Witness Marlene Coats

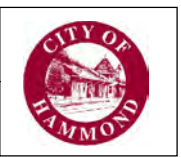
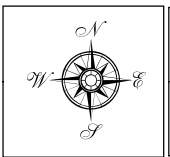
Victoria Hutchison
Witness Victoria Hutchison



Louisiana Governors Office of Homeland Security and Emergency P
 Regional Planning Commission for Jefferson, Orleans, Plaquemines,
 Tangipahoa parishes.

Legend

-  Case parcel
-  CANALS
-  FEMA Flood Zone
-  FLOODWAY



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606 Campo St.