



**OFFICIAL MINUTES
BOARD OF AJUSTMENTS**

September 23, 2009

Members present: Malcolm Hodnett, Rudy Soignet, Nathan Oubre and Clarence Savoie
Members absent: Foye Lirette, Gary McNeal and Mark Tortorich
Also Present: Errol Price, Zoning Administrator and Ruby Maggio, Secretary

Mr. Hodnett stated we have the meeting minutes from the July 22, 2009 meeting, do we have any changes, corrections or comments or do I have a motion to dispense with the reading and approve the meeting minutes as submitted. A motion to dispense with the minutes and approve was made by Mr. Savoie and it was seconded by Mr. Oubre, all members were in favor, motion passed.

The first item on the agenda was to consider a request by Barrilleaux Properties, L.L.C. to vary 4'5" from side yard setback requirement of 5' to be able to move potential home onto Lot 19 located on Henderson Street (R-2 Zoning District). Mr. Brian Fontenot came forward and stated he was there on behalf of Barrilleaux Properties, L.L.C., what we're asking to do is Barrilleaux Properties owns Lots 17, 18, 19 of Henderson St. the exact numerical is 930-C Henderson St. We currently have a residential property which exists on the corner which we consider to be 930-A and we're asking a variance as far as we want to move a new construction home onto Lot #19 or 930-C the problem is that our home is larger than what the restrictions are, what you read was actually incorrect we're asking to get we're asking to get from the 5' ordinance to 7" to the line. One thing of specific note is that we do own the center lot in this matter, so we're asking to infringe on our own property, in the mean time I've already contacted Mr. Jules Toups, he is going to re-do our servitude lines and we're going to change these three lots into two lots. The reason I've come to you is because I'm under time restraints under a purchase agreement to purchase this property by next Wednesday and Mr. Toups won't have time to enter his minutes into the court system to get, once I get my property re-divided. So once I get it divided in the next two weeks, of course the variance would be no more, I would be within inside the scope of the ordinance. Mr. Hodnett stated when you do the lot line do you plan to on doing just a center line down Lot B and equal, they each get 15', Lot A and Lot C get 15'. Mr. Fontenot replied yes, sir, the new lot sizes will then be 45' front, we're facing Henderson St. so it would be two separate lots 45' and then on the half that I'm going to divide is where I'm going to put parking for those two existing properties, and again the property we're moving, I have some photographs of it, it is a new construction home, it has already been built to code, the only thing is I have to build my rental is in place with Mr. Errol as far as conforming to the new code. Mr. Hodnett stated now the home that you are planning on moving that is a frame construction; it is not a mobile or a pre-manufactured type home. Mr. Fontenot stated if I may approach. Mr. Hodnett replied sure, yes. Mr. Fontenot stated these are some photographs of the home that we took that we plan on moving there and I wasn't involved in the actual purchase agreement with Mr. Barrilleaux on this property, I'm not quite sure why the people are selling it, but you can see and I'm sure Mr. Errol can reiterate but you can see that the home is built to the new standard IRC codes, we have joist hangers and 2 x 6's so as far as I can see it looks like it meets the IRC. Mr. Hodnett asked if they could pass those down and give those to Errol. Mr. Price asked if the house was already built. Mr. Fontenot replied yes, sir, as you see it is how we are going to move it there, it has no sheetrock, we anticipate once it gets on the property that we are going to finish the construction of the project. Mr. Price stated yes that is no problem because actually they just have the shell so anything else as far as adding, you can add it to it, any extra bracing that is required, that is fine. Mr. Fontenot replied thank you, sir. Mr. Hodnett stated and then you are going to go ahead and, you are in the process now of course you have to get the lot line changed. Mr. Fontenot stated yes, sir that is correct I had asked Mr. Mahler who happened to be in Pennsylvania on business and I asked that he provide me with a contract from Jules Toups indicating that we've already hired him, I'm attesting to it that we have already hired him because I wrote the check to him and what I attest is that obviously if we don't get this done we'll have the opportunity that he won't give us an occupancy permit if we stay within 7" of the line but you have my assurance that we've hired Mr. Toups and we're changing this to two lots at 45' road front. Mr. Hodnett replied ok, yes that is fine; do you want to keep these for your records? Mr. Price replied that would be his, he would submit to me if he decides to come in. Mr. Hodnett then asked if there was any other discussion, Nathan any comments? Bo? Mr. Savoie stated that house further in the back is that on your lot too? Mr. Fontenot asked what house is that, sir? Mr. Savoie stated there is a house trailer on the corner behind 930-A; that is not on your property, is it? Mr. Fontenot stated I'm not quite sure, I don't think it is listed on these three properties, sir, but Mr. Barrilleaux does own that trailer, that trailer is a piece of rental property that goes along with that yellow house that is on the corner; so Mr. Barrilleaux either owns that piece of property or he owns that trailer but he does collect rental fees off of that trailer. Mr. Savoie stated well I'm wondering if that is an additional lot. Mr. Fontenot stated I think it is but it is

not on this drawing and again I couldn't tell you but he definitely owns it, whether it is a third party lot I'm not sure. Mr. Oubre stated so it is beyond the 120'? Mr. Fontenot replied I'm not quite sure, Nathan, I know it is back there and I know that Troy owns that but I don't know if it is beyond that 120 or if it is on a lot of its' own or if it was purchased on this, I'm not sure. Mr. Soignet stated what he is saying here, is this 120' here, is that lot by itself and that trailer part of it? Mr. Fontenot replied that is the question I don't know, at the top of the page there, they questioned me that there is a mobile home here but I don't know if that mobile home is on this 120' servitude line here or if it is beyond the 120, I don't know if it is on a lot by itself, it may be on a piece of property individually outside of these three lots, I'm not sure. Mr. Soignet stated well I guess the question I'd have is how much of that property the trailer is on comes into this plot, it affects our decision. Mr. Fontenot replied that is one question I don't have the answer to, I don't think it is on this property at all, I think it is on a lot individually by itself but again, I cannot... Mr. Oubre stated I feel if it was on the property there would be papers on it because of permit policies, it had to have a permit to move the trailer on that lot. Mr. Fontenot stated I don't know how long it has been there, it has been there for an ample period of time. Mr. Soignet stated it was grandfathered a long time ago. Mr. Fontenot replied I know at one point Mr. Barrilleaux had came in front of the Board of Adjustments and asked to put a mobile home on this property and he retracted his position to you guys because the neighborhood requested him not to put it so at this point that is why he is trying to put a permanent structure there. Mr. Price stated if you build on that lot and he shifts the lot line to make it 45', he would still have to meet the 5' setback on the mobile home, so it would still be allowed as long as he meets the 5' setback. Ms. Maggio stated Jules would have to indicate it on his drawing when he submits it to Errol. Mr. Price stated if it is part of this lot the first one, it is 30' long and the trailer is 60' long, well then he can't do it because you can't have the lot line through the trailer. Mr. Oubre replied that is why I'm wondering if the trailer is probably beyond 120' because it would be on two lots if the lot line would be right directly, because the trailer is no less than 60'. Mr. Price stated the trailer could have been put there, there's no telling how long it has been there and it could actually.... Mr. Fontenot stated it has been there at least 13 years, I know the lady that lives there, an elderly female and that has been there at least 13+ years. Mr. Hodnett stated and it could be that when he bought the property he bought all three lots at one time which included the... Mr. Price stated there is too much unknown; it is grandfathered in except when he is going to move the lot line and you'd still have to meet your 5' side yard setback for the mobile home. Mr. Fontenot replied I see what you're saying, so if it only 120' and he moves his lot line in the middle and it goes right through the middle, one you're not going to accept his rezoning of the property or two he's got to remove the mobile home. Mr. Hodnett replied right and then if you choose not to move and if you don't accept the zoning then that means the idea of moving the house on the property... Mr. Fontenot stated would be null and void. Mr. Hodnett replied probably, yes, I mean we'd have a vote on it but I don't think it would work, that was my first question if you don't, why not go ahead and move the lot line and you answered that already. You said you are going to move the lot line which means and I understand you're under a time constraint to get this done so that you can go ahead and finish the purchase agreement on that but once you move the lot line then it becomes a moot point about the variance because then it meet all of the setbacks of the code. Mr. Fontenot replied correct, yes, sir. Mr. Hodnett stated are there any further comments or motion from the board? Mr. Soignet stated well I think if what it says here and what you see we can accept unless it changes, could that take place. Mr. Price replied yes, you can make a motion to accept what he is presenting, to shift the lot line over, in other words, give him the variance now with the agreement that he moves the lot line over and if the lot line cannot be moved over then the variance is null and void. Mr. Soignet stated and also that that 120' is also part of an individual lot and the trailer he'd have to deal with that measurement, can that be a part of it. Mr. Hodnett replied yes, definitely, we can make the motion to the effect that we give a variance based on the fact that the lot line would be moved and that if the trailer is on Lot A and B. Mr. Price stated you can make your motion simple that in other words, accept the variance if the lot line is going to be shifted to the 45' and if the mobile home is anywhere on that property line, we can't do it, so if he can't shift the lot line then the variance is no good, so you could actually make it simple. Mr. Oubre stated I'll make a motion that we accept his proposal of moving the home on the lot, adding 15', splitting the lots up and just making two lots out of three and putting the property line down the center of Lot 18 and that would give you 15' on each side. Mr. Hodnett replied ok, do we have a second. Mr. Price stated you wouldn't want to put in there though, in other words, you're actually giving his variance he's asking for with the agreement of shifting the lot line over to the center. Mr. Oubre replied right, dividing Lot 18... Mr. Price stated giving him the variance he is asking for which is to go to 5" from the property line. Mr. Fontenot replied right. Mr. Lirette replied that is right. Mr. Soignet stated you can give him the variance with the exception that the property line be moved. Mr. Fontenot replied correct. Mr. Hodnett stated ok. Mr. Soignet stated do you need to word that or is that understood? Mr. Hodnett replied that sounds fine to me. Mr. Oubre stated I'll make a motion to accept his variance request to go within 5" from the property line provided the property line is shifted to the center. The motion was seconded by Mr. Soignet, all members were in favor. Mr. Hodnett replied good luck to you. Mr. Fontenot stated Mr. Chairman, let me make sure I understand, we can move the house on the property, I'm going to be 7" from the line with the provision that I will plan on moving the property line within two or three weeks. Mr. Hodnett replied correct because the variance, we're not giving you the variance if the moving of the lot line falls through, if you can't move the lot line for some reason, then the variance does not hold. Mr. Fontenot stated I want to make clear that I'm planning on moving there immediately before the lot lines are finished. Mr. Price replied you can't, you need a permit and everything and what happens if you don't move the lot line if there is a problem, it is too hard to get the house off of it after. Mr. Fontenot replied so really the vote on the variance is really moot because I'm not going to put the house there at

this point by what you're telling me until after I get the lots re-divided and at that point I wouldn't need a variance. Mr. Hodnett replied that is right, yes. Mr. Fontenot replied ok, thank you.

The second item on the agenda was to consider a request by Kibbie & Ninnie's Quik Stuf to operate a convenience store at 698 Gerald T. Peltier Dr. (R-3 Zoning District). Ms. Chantel Woolridge of 309 Johnson Ridge Lane came forward and stated I am here because we have the little convenience store there but we're trying to find out whether or not we will be able to get gas pumps because a lot of people come into the store and they ask about gas. A lot of the Nicholls students say that it is hard to go to Danny & Clyde's when they can just go to Rouses and go right there and there are a lot of people from the Hospital that we deliver dinners to and stuff ask when we'll be getting gas pumps. We told them it was a process you had to go through so we just decided to see if we would be able to get some because they had some there before and I don't really know what happened with the guy but obviously he didn't pay for them because when we called Waguespack to just find out the procedure they said that they picked up the gas pumps from him for non-payment. So the tanks in the ground are new but the actual pumps you have to rent them and he wasn't paying for them so he kind of lost the lease on the building. Mr. Hodnett replied so the pumps are, I'm sorry the tanks are in the ground and those are new tanks so we don't have to get those certified. Ms. Woolridge replied they are new tanks actually put in which Waguespack they lost money on the tanks because he paid half and the kind of financed the other half and he re-niggled on everything so the good thing is we don't have to dig all that up to change the tanks but we have to find somebody else. Well, Waguespack said they would give them to us but we would have to buy them because he made so much bad and he owes them for the tanks that are actually in the ground but that would be the only benefit, we would only have to actually buy the top, the actual gas pumps themselves. Mr. Hodnett stated he didn't tell you when they put those tanks in the ground by any chance. Ms. Woolridge stated he was there, I couldn't find any permits on him but it has been less than two years. Mr. Hodnett stated yes, I thought it was fairly recently that he shut down. Ms. Woolridge stated I mean he had everything all messed up so you couldn't go by the permit, when he was permitted because nobody could really remember the name of the place, what the actual name was, when the Board of Health came they had a B.J.'s or something that he called it B & J or something like that and they had a record of it but it has been less than two years so the pumps in the ground they are new. Mr. Hodnett stated so he was opened since Katrina. Ms. Woolridge replied oh, yes, sir. Mr. Hodnett stated he was a convenience store at that time wasn't he. Ms. Woolridge replied yes, sir. Mr. Hodnett stated I don't think we have any... Ms. Woolridge stated we've been selling, since we closed down and we had to re-open we lost a lot, we're just starting to pick back up, we accept the EBT card so we have like groceries and stuff and the people in the neighborhood can kind of walk and get a few little things that they could normally get at Rouses there but you would have more people stop if they had the gas there and they'll buy the gas and they will probably buy something to eat or drink or something. Mr. Hodnett stated are you going to do alcohol? Ms. Woolridge replied oh, no, I don't want to deal with alcohol. Mr. Hodnett replied ok, all right. Ms. Woolridge stated we're not even worried about alcohol we just kind of want them to come in for the gas pumps you know to bring the food that we sell, to sell a little more food but we're not trying to get no alcohol. Mr. Hodnett stated hours, what are your hours, are your hours going to stay the same. Ms. Woolridge stated we open at 11:00 and we close like at 4:30, the latest we'll stay open is 5:00 but if we get the gas pumps we'll open earlier than 11:00, we'll probably open around 7:00 or 8:00 but we're going to close before 6:00 o'clock. Mr. Hodnett replied before 6:00, ok. Ms. Woolridge stated but we'll just open up a little earlier for like the traffic that is going to the hospital and going to Nicholls and stuff like that. Mr. Hodnett replied right, ok, are there any comments from the Board, Nathan? Bo? Mr. Savoie replied no. Rudy? Mr. Soignet stated do we need to make a motion for this or is this something we need to, for what reason I am thinking. Mr. Price stated you all have to make a motion. Mr. Soignet replied for the gas pumps or to sell gas? Mr. Price replied it is in an R-3 Zone and a convenience store is not allowed until a C-2. Mr. Soignet replied ok. Ms. Woolridge stated because you see they changed it in January and we kind of got our lease and that is why we came back for the food because they changed it in January and we signed our lease in February so they when we came for the variance the last time they grandfathered us in but I guess if we were closed down or something then nobody else could probably open up doing that. So that is what we're trying to do for the gas pumps too because it was a gas station originally. Mr. Savoie stated two years ago. Ms. Woolridge replied yes. Mr. Hodnett stated I'm not sure if I remember right, had you all come before us and then but you were doing take out weren't you, you are still doing that? Ms. Woolridge replied yes, sir. Mr. Price stated then they came back to make it a restaurant. Ms. Woolridge replied well not really a restaurant, just to sell food. Mr. Price replied yes, it was a take out and that is considered a restaurant, the first time they came it was to open up as a grocery store and then they came back and opened it up as a restaurant or food take out and now she is coming back for a convenience store. Mr. Hodnett replied ok. Mr. Soignet stated actually this was on our last meeting. Ms. Woolridge replied yes, I don't know what happened I got here and everybody was leaving but we only had two people and I wasn't aware of that, the first time we came we had to wait a little while so we just thought that they might have had a couple of people before us but they only had one guy and that is how we ended up missing it. Mr. Hodnett replied oh, ok, yes I got you, are there any other comments or questions or motions? Mr. Soignet stated I'll make a motion to accept what they're asking for to open up a gas pump for a gas station. Mr. Price stated we actually call it a convenience store. Mr. Soignet stated a convenience store. Mr. Hodnett stated yes because you would be selling snacks... Ms. Woolridge stated snacks, drinks, the only thing we're not going to be selling is alcohol, tobacco, none of that. Mr. Hodnett replied oh, no tobacco too. Ms. Woolridge replied no, one of that. Mr. Hodnett replied that is good. Ms. Woolridge stated no lottery

tickets, none of that, we don't want to attract none of that kind we just want food and gas that is it. Mr. Hodnett replied well I think, for me personally I think you're going to do well. Ms. Woolridge stated I don't want to deal with alcohol that little area is getting kind of bad and that is really why we close early and I don't want to do nothing with alcohol, they can go down the street and get the alcohol, we don't want to deal with that. Mr. Soignet stated across the street, huh? Ms. Woodridge replied no, down the street from us they sell beer at Joni's but we don't sell it, we don't want to sell it. Mr. Soignet stated there is a little bar across the street. Mr. Hodnett stated is it the Golden Terrace. Ms. Woolridge stated it is down the street. Mr. Hodnett stated and let them handle all of that. Ms. Woolridge replied yes, let them handle that. Mr. Hodnett state ok, so motion made by Rudy, the motion was seconded by Mr. Savoie, all members were in favor; Mr. Hodnett replied good luck. Ms. Woolridge replied thank you; you all have a nice night. Mr. Hodnett replied thank you, you too.

Mr. Hodnett stated do I have a motion to adjourn? Mr. Price asked do you have other business; did you get the letter from Germaine? Mr. Hodnett replied yes, I talked to Germaine and we're going to do that and put it officially on the agenda for next meeting. Mr. Price replied ok, all right. Mr. Hodnett stated because I think that way everybody can be up to speed on it and they are not constrained by time, they've already got it, we'll just do the paperwork basically that is what it winds up being, it would be at the next meeting. Mr. Savoie made a motion to adjourn, it was seconded by Mr. Soignet, all members were in favor, meeting adjourned.