



City of Slidell, Louisiana  
**Zoning Commission**  
Agenda

August 21, 2023 immediately after Planning Commission at 7:00pm  
Council Chambers, 2045 2<sup>nd</sup> St, Slidell, LA  
Agenda packet available at [myslidell.com/planning/boards/pz](https://myslidell.com/planning/boards/pz)  
For questions or to provide public comment before the meeting,  
email [PZ@cityofslidell.org](mailto:PZ@cityofslidell.org) or call (985) 646-4320 (M-F 8am to 4:30pm)



SCAN ME  
for the  
ZC website

1. **Call to Order and Roll Call**
2. **Minutes.** Approve minutes from July 17, 2023
3. **Consent Calendar.** None.
4. **Public Hearing**
  - a. **T23-06:** A request to establish zoning classification of property located at 1335 Eighth Street; identified as Lot 8, Square 35A, in Dalecrest Addition to the Town of Slidell; from A-6 Single-Family Urban to C-2 Neighborhood Commercial
  - b. **T23-07:** A request to establish the zoning classification of property petitioned for annexation (A23-03), located at 1889 Old Spanish Trail, identified as Lots 7 and 8, and part of Lots 4, 5, and 6, Square 2 in Lake Gardens Subdivision; as C-4 Highway Commercial
  - c. **T23-01:** A request by Administration to repeal and replace current Sign Code regulations with a comprehensive update that improves Code navigation, enforcement, and interpretation, while also updating standards related to the treatment of electronic display, billboards, murals, and enforcement provisions.
  - d. **T23-02:** A request by Administration to update Tree Preservation, Landscape, and Public Tree Management regulations to reflect best practices and industry standards, to improve application development and review, and streamline code interpretation and administration.
5. **Other Business**
  - a. Special Election for Officers (Year 2023).
6. **General and Public Comments**
7. **Adjournment**

*The next Zoning Commission meeting will be September 18, 2023.*



City of Slidell, Louisiana  
**Zoning Commission**  
Minutes

July 17, 2023 immediately after Planning Commission at 7:00pm  
Council Chambers, 2045 2<sup>nd</sup> St, Slidell, LA

1. **Call to Order and Roll Call.** Meeting called to order by Vice Chairperson Reardon at 7:18 p.m.

**Commissioners Present**

Richard Reardon, Vice Chair  
Lance Grant  
Sandy Hicks  
Michael Newton  
Eric Shives

**Commissioners Not Present**

Gayle Green  
Landon Washington

**Staff Present**

Danny McElmurray, Planning Director  
Erica Smith, Planning Secretary  
Evelyn Campo, Desire Line

2. **Minutes.** Motion by Commissioner Shives to approve minutes of July 12, 2023 as written; Commissioner Newton seconded. A vote of 5 YAYS, 0 NAYS, 0 ABSTAIN approved the minutes.

3. **Consent Calendar**

- a. **Z23-06:** A request to establish zoning classification of property located at 1335 Eighth Street; identified as Lot 8, Square 35A, in Dalecrest Addition to the Town of Slidell; from A-6 Single-Family Urban to C-2 Neighborhood Commercial (application materials not yet received by Planning Department)
- b. **Z23-07:** A request to establish the zoning classification of property petitioned for annexation (A23-03), located at 1889 Old Spanish Trail, identified as Lots 7 and 8, and part of Lots 4, 5, and 6, Square 2 in Lake Gardens Subdivision; as C-4 Highway Commercial (application materials not yet received by Planning Department)
- c. **T23-01:** A request by Administration to repeal and replace current Sign Code regulations with a comprehensive update that improves Code navigation, enforcement, and interpretation, while also updating standards related to the treatment of electronic display, billboards, murals, and enforcement provisions.
- d. **T23-02:** A request by Administration to update Tree Preservation, Landscape, and Public Tree Management regulations to reflect best practices and industry standards, to improve application development and review, and streamline code interpretation and administration.

Director McElmurray addressed the Commission on the Consent Calendar, stating that the public hearing dates for Z23-06 and Z23-07 may change due to not yet receiving all information from the applicants. Evelyn Campo with Desire Line addressed the Commission with information regarding T23-01 and T23-02. There was discussion with the Commission and Ms. Campo answered questions.

Commissioner Hicks made a motion to accept the Consent Calendar, with a second by Commissioner Grant. A vote of 4 YAYS, 1 NAY, 0 ABSTAIN approved the Consent Calendar.

4. **Public Hearing** – n/a
5. **Other Business** – n/a
6. **General and Public Comments** – n/a
7. **Adjournment.** Meeting adjourned at 8:14 p.m. on motion by Commissioner Grant, seconded by Commissioner Newton, and a vote of 5 YAYS, 0 NAYS, 0 ABSTAIN.

DRAFT for Approval

**Location:** 1335 Eighth St (**Figure 1**)

**Owner(s)/Applicants:** Rommel and Norma Murillo

**Zoning:** A-6 Single-Family Urban

**Future Land Use:** Residential

**Request:** Rezone to C-2 Neighborhood Commercial

**Zoning Commission**

**Consent Agenda:** July 17, 2023

**Public Hearing:** August 21, 2023

**City Council (tentative)**

**Consent Agenda:** September 12, 2023

**Public Hearing:** October 10, 2023

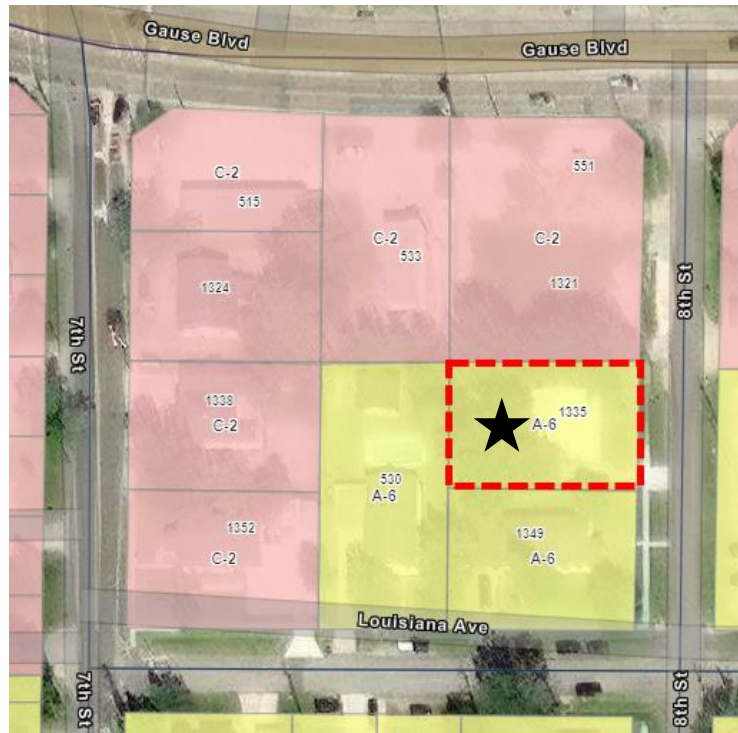


Figure 1. Location map

**RECOMMENDATIONS**

Planning Department  
Approval

Zoning Commission  
To be determined.

**FINDINGS**

1. The subject property is developed with a single-family dwelling (**Figure 2**).
2. The subject property has been in the City of Slidell since before November 4, 1986, as part of the historical City Limits (1936).
3. The subject property is located approximately 145 feet south of Gause Blvd and approximately 75 feet north of Louisiana Ave on the west side of Eighth St (**Figure 1**).
4. Zoning and use of property within about 300 feet of the subject property is as follows (**Figure 3**):
  - To the north, C-2 undeveloped (current use Food Truck).
  - To the east, C-2 developed with a daycare, and A-6 with a church.
  - To the south, A-6 Single-Family Urban developed with single-family dwelling; and
  - To the west, A-6 developed with a single-family dwelling.



5. The A-6 zoning district (current) allows the following uses: single-family residential, and various civic uses. No commercial uses are allowed.
6. The C-2 zoning district (proposed) allows the following uses: single family residential; various civic uses; and commercial uses for offices, food stores and meat markets, barber and beauty shops, banks, and various retail uses.
7. Comparing the uses allowed in C-2 to those allowed in A-6, potential impacts from vehicular traffic, noise, odors, and lighting is similar both districts, primarily due to the location of the subject property in the first block off a major roadway, Gause Blvd.
8. The property is an interior rectangular lot with 75 feet of frontage along Eighth St and a depth of 112.5 feet westward (toward E Hall Ave) (**Figure 4**).
9. The C-2 zoning district has no requirement for minimum lot size unless the property is used as a residence, then it must meet the requirements of A-8. See a comparison of area requirements shown in **Table 1**.
10. This section of Eighth Street has equal portions of the block commercial use (commercial, day care, church) and residential. It is approximately 45 ft wide with two travel lanes, has a 20-mph speed limit, and is subject to school zone limits during specific times of day.
11. The Planning Department recommends approving the rezoning request for the following reasons:
  - Commercial uses allowed in C-2 would have minimum impact on the existing development on this section of Eighth St.
  - Uses allowed in the C-2 district serve as a transition to the nature of single-family nature of the A-6 to the south.
  - The current area of the property allows for compliance in meeting the setback requirements for a commercial property adjacent to residential properties.

**Table 1: Comparison of A-8 and A-4 Minimum Setbacks, Height, and Lot Sizes**

	<b>Current A-6</b>	<b>Requested C-2</b>	<b>Current Property Conditions</b>
<b>Front yard setback (min)</b>	25 ft or Average Building Lines	25 ft or Average Building Lines	30.3 ft
<b>Side yard setbacks (min)</b>	5 ft any one side Total 20% lot Width	7 ft any one side	L =15 ft* R = 20 ft*
<b>Rear yard setback (min)</b>	25 ft 20% lot Depth	25 ft 20% lot Depth	45 ft*
<b>Height (max)</b>	45 ft	45 ft	Unknown
<b>Lot area (min)</b>	8,400 sf / unit	6,000 sf	8,437.5 sf
<b>Lot width (min)</b>	70 ft	50 ft**	75 ft*
* Dimension approximate.			
** When used as Residential			

**FIGURES**

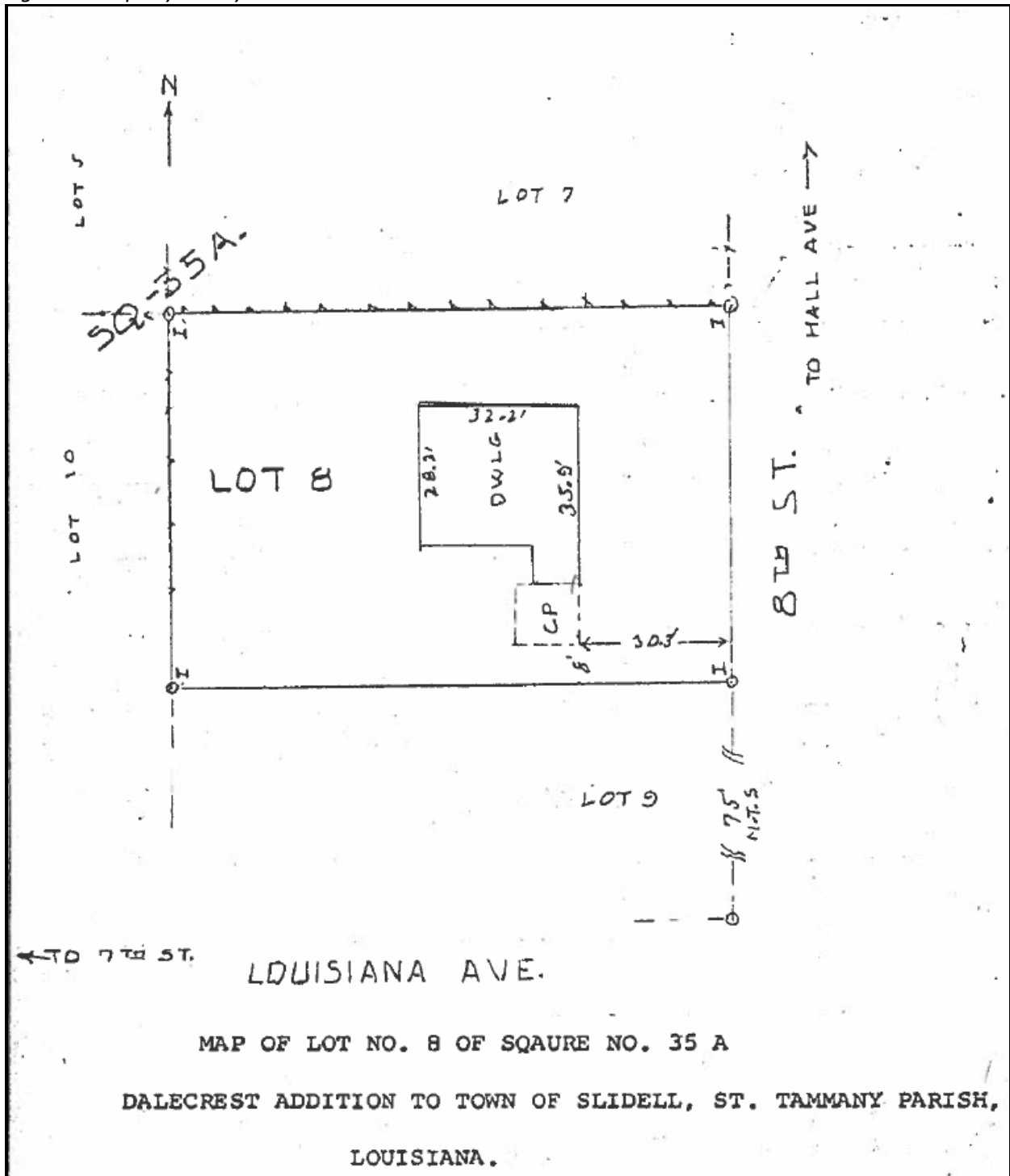
*Figure 2. Subject property*



*Figure 3. Adjacent City Zoning*



Figure 4. Property Survey



**Location:** Vacant Land containing 0.911 acres at 1889 Old Spanish Trail (**Figure 1**)

**Petitioner(s):** EAN Holdings LLC, on Behalf of Pingree 2000 Real Estate Holdings

**Zoning:** Parish HC-2 Highway Commercial

**Future Land Use:** Commercial

**Requests:** Annex and establish City zoning classification as C-4 Highway Commercial/C-4 Height Overlay

**Parish Concurrence:** Not needed

**Planning & Zoning Commissions**

**Consent Agenda:** July 17, 2023

**Public Hearing:** August 21, 2023

**City Council**

**Consent Agenda:** August 22, 2023

**Public Hearing:** September 26, 2023

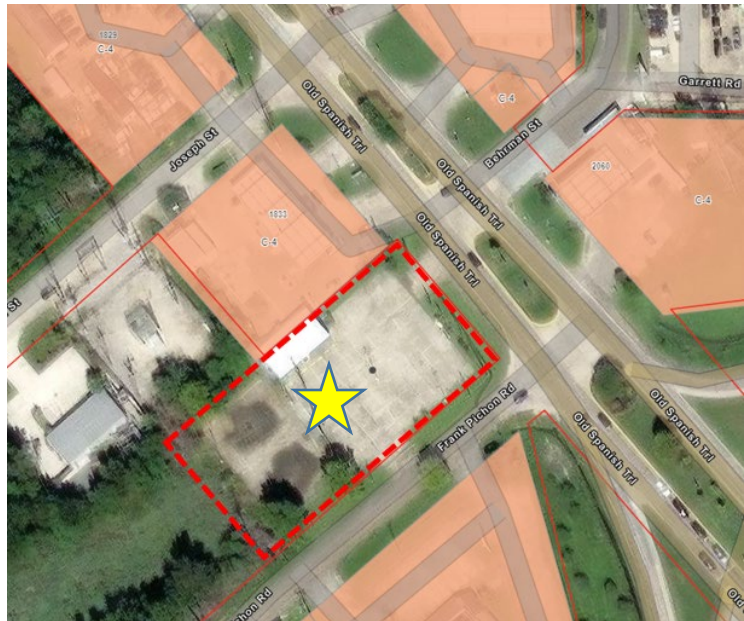


Figure 1. Location map and City zoning

**RECOMMENDATIONS**

Planning Department  
Approval

Planning & Zoning Commissions  
To Be Determined

**FINDINGS**

1. The petitioned property contains 0.911 acres and is previously developed commercial auto sales property at 1889 Old Spanish Trail (**Figures 2 and 3**).
2. The property is identified as Lots 7 and 8, and parts of Lots 4, 5, and 6 of Square 2 in Lake Gardens Subdivision.
3. The petitioned property has:
  - No registered voters (Certificate of Registrar of Voters dated June 1, 2023);
  - No resident property owners; and
  - The petitioned property has an assessed value for 2022 of \$21,912 (Certificates of Ownership and Assessed Valuation dated May 30, 2023).
4. The petitioned property is under a Purchase Agreement between KFB Properties LLC and EAN Holdings LLC dated November 15, 2022, which authorizes EAN Holdings to proceed with activities



and/or proceedings to consider property suitable for proposed use by final sale of the property.  
**(Attachment A)**

5. EAN Holdings LLC is a subsidiary of Pingree 2000 Real Estate Holdings, the applicant in these proceedings. EAN to act on behalf of Pingree is attached to this Staff Report as **Attachment B**.
6. The petitioned property is surrounded by City corporate limits on three sides, Old Spanish Trail to the north, 1833 Old Spanish Trail annexed in 1994, and Frank Pichon Road, approximately 70% surrounded by the City's corporate limits. **(Figure 1)**.
7. The subject property is zoned by the Parish as HC-2 Highway Commercial **(Figure 4)**. The applicant proposes to establish City zoning as C-4 Highway Commercial.
8. HC-2 Highway Commercial includes similar permitted uses allowed within the C-4 Highway Commercial; C-4.
9. For the Sales Tax Enhancement Plan, the property is undeveloped commercial or non-commercial that is less than 90% surrounded by the City with proposed City zoning that is not more intense. The Parish does not need to concur in the annexation. Courtesy notice was given to the Parish on August 11, 2023.
10. The subject property is located on a major thoroughfare identified by the State as Louisiana State Hwy 433, also known as Old Spanish Trail.
11. Other nearby properties on Old Spanish Trail are zoned Parish HC-2 and City C-4 **(Figures 1 & 4)**.
12. C-4 is appropriate for this location because of its location on a major commercial corridor, its proximity to Interstate 10, and to other properties with the same or similar commercial zoning.
13. City water is immediately adjacent to the property along Old Spanish Trail. City sewer (force main) runs along the eastern right-of-way line at Frank Pichon Road **(Figure 5)**. Applicants understand any development of the property will be required to connect to City water and sewer.
14. The property is within a Special Flood Hazard Area in Flood Zone AE, with a Base Flood Elevation of 13 ft; the approximate ground elevation is 7.6 feet.
15. The Planning Department finds the annexation is reasonable for the following reasons:
  - Configuration of municipal boundaries to fill in gaps, follow natural boundaries.
  - Character of the area as commercial, extended along corridor.
  - Supported by the City's Comprehensive Plan by enclosing City boundaries.
16. The Planning Department finds the annexation and zoning map amendment requests meet applicable requirements and are appropriate.

Conditional approval of final annexation on sale of the property to Pingree 2000 Real Estate Holdings before annexation and zoning map amendment are official.

# FIGURES

Figure 2. Street view from May 2023.



Figure 3. ALTA Survey (2023)

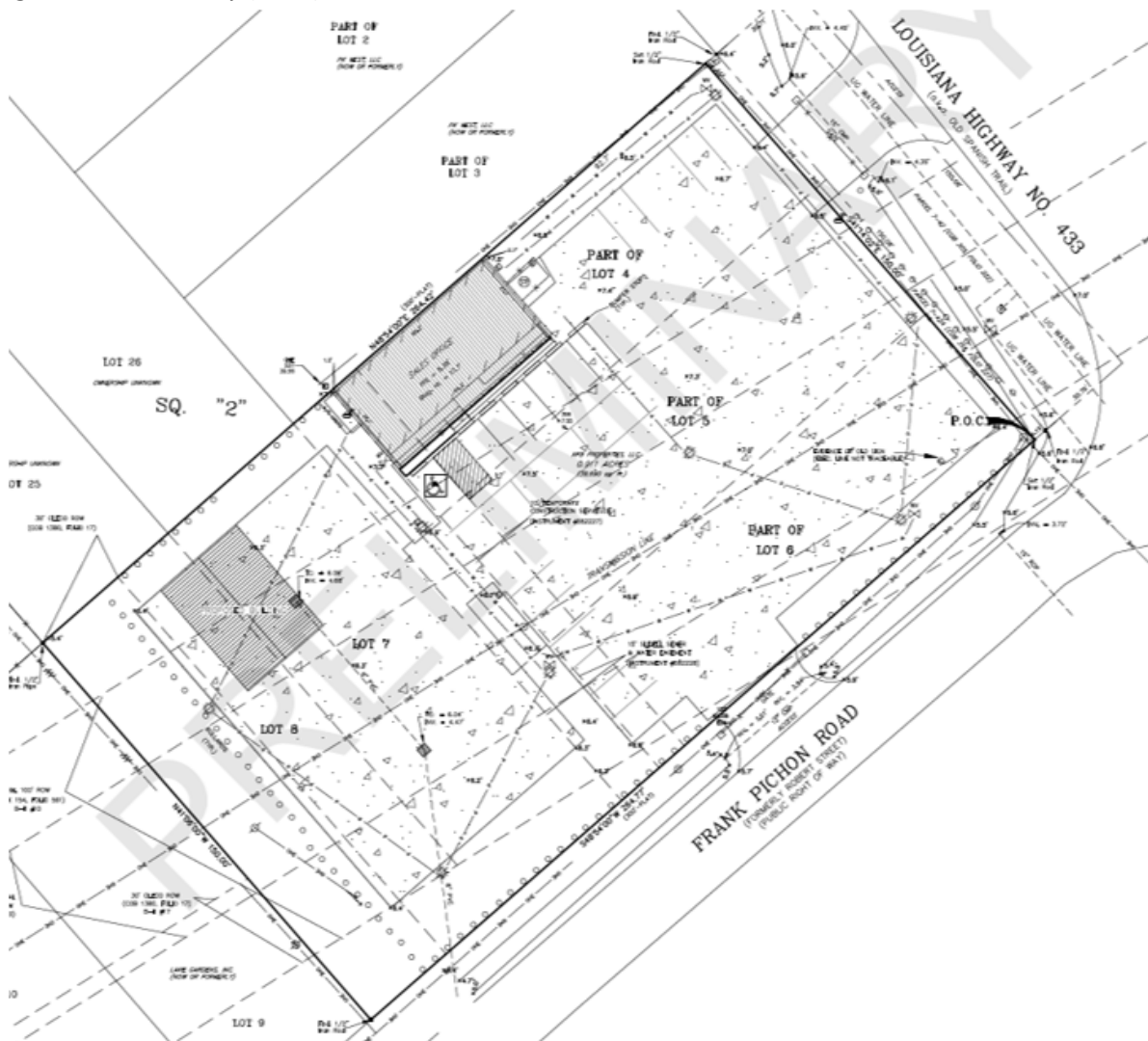


Figure 4. Parish Zoning

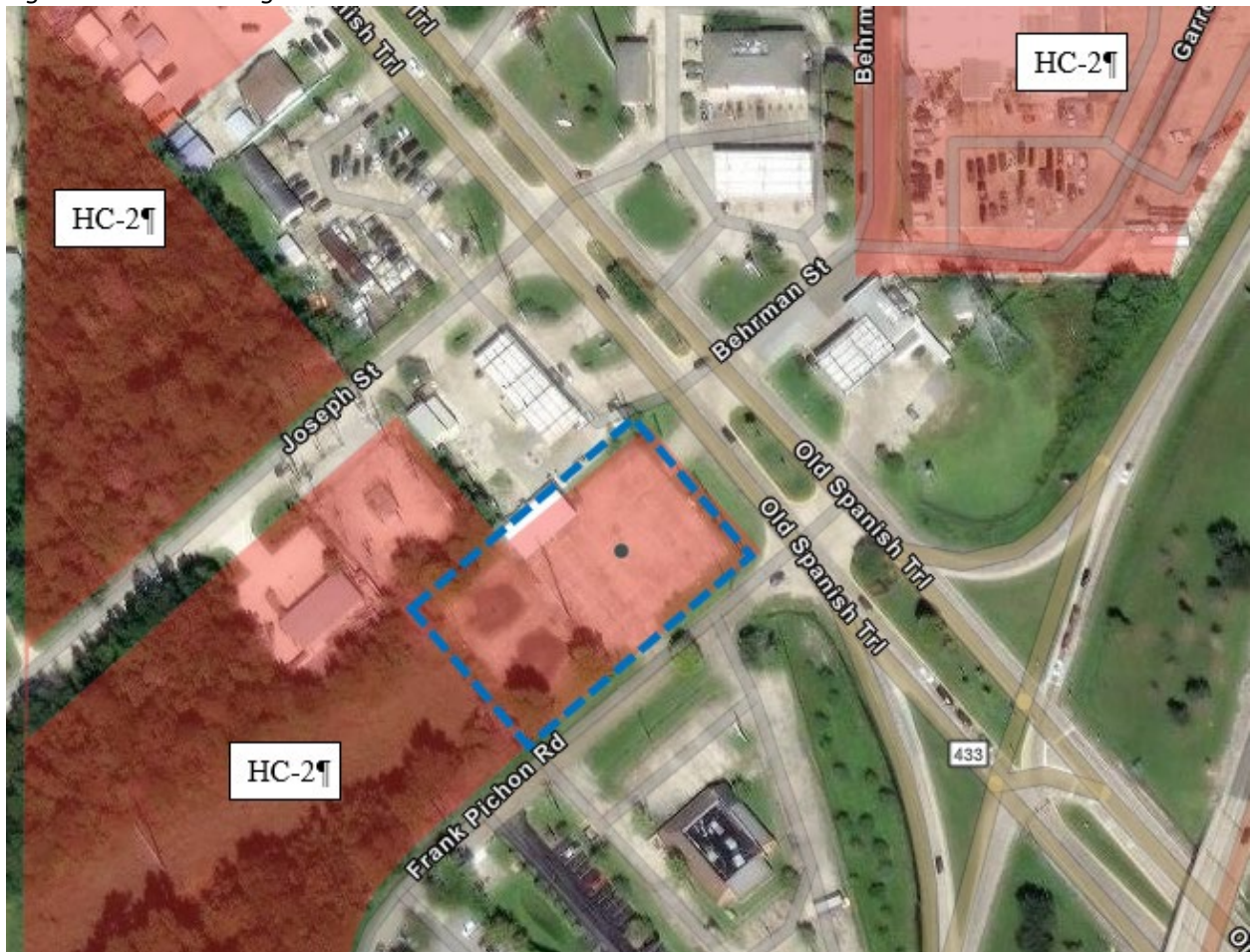




Figure 5. City water and sewer



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**ATTACHMENT A**

**PURCHASE AND SALE AGREEMENT BETWEEN  
KFB PROPERTIES LLC AND EAN HOLDINGS LLC  
DATED NOVEMBER 15, 2022**

**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the "Agreement") is entered into, Nov 15<sup>TH</sup> 2022, ("Final Execution Date") by and between KFB Properties, L.L.C., a Louisiana limited liability company having its principal place of business at 293 E. Howze Beach Road, Slidell, LA 70461 ("Seller") and EAN Holdings, LLC, a Delaware limited liability company having its principal place of business at 3545 N. I-10 Service Road, Suite 101, Metairie, LA 70002 ("Purchaser").

**WITNESSETH**

WHEREAS, Seller is the owner of that certain parcel of land containing approximately 39,000 square feet of land area and the building(s) thereon containing approximately 1,500 square feet of floor area, which property is commonly known as 1889 Old Spanish Trail, Slidell, Louisiana (Assessment numbers 137-078-3129 and 137-135-5147) and as described in Exhibit A attached hereto and made a part hereof and approximately shown as outlined on Exhibit B attached hereto and made a part hereof, which Property, together with all building improvements including all fixtures located thereon and used in connection with the Property, and all appurtenant rights thereto including any water or mineral rights, is hereinafter referred to as the "Property"; and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to acquire the Property from Seller under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter contained, the parties, intending to be legally bound, agree as follows:

1. Property. Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to acquire the Property from Seller on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Six Hundred Ninety-Nine Thousand and 00/100 Dollars (\$699,000.00) and shall be payable as follows:

(a) Twenty-Five Thousand Dollars (\$25,000.00) by wire transfer of funds within five (5) business days after the full execution of this Agreement, as deposit (the "Deposit"), to be deposited with and held in escrow by the Title Company (as defined in Paragraph 4 hereof). The Deposit shall not be earnest money but instead shall be held and disposed of in accordance with the terms of this Agreement. At Purchaser's option, the Deposit may be deposited in an interest-bearing account with all interest thereon to be added to and applied in the same manner as the Deposit. If the sale is consummated in accordance with the terms hereof the Deposit shall be applied to the Purchase Price to be paid by Purchaser at the Closing (hereinafter defined). In the event this Agreement is terminated by Purchaser in accordance with the terms hereof the Deposit shall be returned to Purchaser; and

(b) The balance in cash by wire transfer of funds to the Title Company at Closing which shall take place on the Closing Date (as defined in Paragraph 9 hereof).

3. Survey. Within thirty (30) days after the Final Execution Date, Purchaser shall order, at Purchaser's expense, a currently dated 2021 ALTA/NSPS Land Survey (the "Survey") prepared by a surveyor licensed in the state wherein the Property is located. To the extent Seller's existing ALTA/NSPS Land Survey can be updated and recertified to Purchaser at no cost to Seller, Seller will authorize its surveyor to allow such update for the benefit of Purchaser. The surveyor shall physically stake the boundaries of the Property and the Survey shall identify the Property by legal description and contain a

statement on the face thereof certifying that (a) the Survey was made on the ground and under the supervision of the surveyor, and (b) no part of the Property lies within a flood plain or flood prone area or flood way of any body of water. In the event the Survey shows any easement, right of way, encroachment, conflict or condition ("Defects") affecting the Property that is unacceptable to Purchaser, in Purchaser's reasonable judgment, Purchaser shall, within thirty (30) days after receipt of the Survey, the Title Commitment and the Underlying Documents (hereinafter defined), notify Seller in writing of such Defects. Upon the expiration of such thirty (30) day period, Purchaser shall be deemed to have accepted the Survey and all matters shown thereon (other than the Defects which are the subject of a notification permitted under the preceding sentence) and such Defects shall be included in the term "Permitted Exception" as used herein. The approved Survey shall be attached to this Agreement as Exhibit A, replacing the description of the Property, if any, previously attached as Exhibit A. Upon receipt of Purchaser's notice as provided above, Seller will use best efforts to diligently cure the Defects that are unacceptable to Purchaser. In the event Seller notifies Purchaser that Seller is unable or unwilling to correct such unacceptable Defects, or if Seller fails to correct such unacceptable Defects to the reasonable satisfaction of Purchaser prior to the Closing Date, Purchaser may terminate this Agreement by notice in writing to Seller. In the event of any termination pursuant to this paragraph, the parties shall have no further right or obligation hereunder (except for any liabilities accruing prior to termination) and the Deposit shall be returned to Purchaser.

4. Title. Within thirty (30) days after the Final Execution Date, Purchaser shall order, at Purchaser's expense, a commitment for an ALTA 2006 policy of title insurance or equivalent (the "Title Commitment") issued by Orleans Title Agency, L.L.C., as agent for First American Title Insurance Company, 201 St. Charles Avenue, Ste. 3201, New Orleans, LA 70170 (the "Title Company"). Such Title Commitment must show title to the Property in Seller and commit to the issuance of an owner's policy of title insurance in the amount of the Purchase Price, including an extended coverage endorsement over general exceptions usually contained in such title policies. The Title Commitment shall identify the Property by the legal description set forth in the Survey, specify all easements, liens, encumbrances, restrictions, conditions and covenants affecting the Property and shall be accompanied by copies of all documents referred to therein as exceptions to title ("Underlying Documents"). In the event any exceptions appear in the Title Commitment that are unacceptable to Purchaser, in Purchaser's reasonable judgment, Purchaser shall, within thirty (30) days after receipt of the Survey, the Title Commitment and the Underlying Documents, notify Seller in writing thereof. Upon the expiration of such thirty (30) day period, Purchaser shall be deemed to have accepted all exceptions to title shown on the Title Commitment (other than those which are the subject of a notification permitted under the preceding sentence) and such exceptions shall be included in the term "Permitted Exceptions" as used herein. If such written notice is so delivered to Seller, Seller shall use best efforts to diligently cure or remove all such objections prior to the Closing Date. Any exceptions to liens or other encumbrances that can be removed by the payment of a definite or ascertainable amount of money will be removed at Closing by application of the Purchase Price thereto and no such exception will be deemed to make the Title Commitment unacceptable to Purchaser unless application of the entire Purchase Price would be insufficient to remove all such exceptions at Closing. Seller shall cause the Title Company to furnish an updated Title Commitment to Purchaser prior to Closing indicating the exceptions that have been removed or will be removed at Closing by application of the Purchase Price or otherwise. If any exception that is unacceptable to Purchaser cannot be removed at or prior to Closing, Purchaser may either (i) accept the Title Commitment in its updated form, (ii) terminate this Agreement, or (iii) extend the Closing Date for a period that Purchaser deems reasonable for curing such objections, but not to exceed thirty (30) days. If cure is not affected within such extended period, Purchaser may again elect (i) or (ii) above. Upon any such termination, each party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to termination) and the Deposit shall be returned to Purchaser.

Purchaser is in agreement to use Orleans Title Insurance Agency, L.L.C., as the Title Company for this contemplated transaction, provided the Title Company delivers to Purchaser, within five (5) business days after the Final Execution Date, an insured closing protection letter from its underwriter addressed to, and for the benefit of, Purchaser and its successors and assigns.

If Purchaser elects not to terminate this Agreement in accordance with this subsection, Purchaser may cause the Title Company to reissue from time to time the Title Commitment prior to Closing. Purchaser shall have the right to object to any newly discovered exceptions appearing on any subsequently issued Title Commitment, other than the Permitted Exceptions, and shown on any updated Title Commitment. If Seller fails to cure such items, Purchaser shall again have the right to terminate this Agreement and be reimbursed the Deposit or waive the objection(s). The time periods for objecting to and curing the additional exceptions and for terminating this Agreement shall be the same as those set forth in this subsection, commencing with the date Purchaser receives the updated Title Commitment, and, if necessary, the Closing Date shall be extended for such purposes.

5. Use of the Property. Purchaser intends to construct and operate on the Property a business whose principal purpose is the rental, leasing and/or sale of motor vehicles and box trucks and, incidental thereto, the cleaning, preparation and storage of motor vehicles and box trucks. This statement of contemplated USE shall be used solely in connection with interpretation of conditions, representations and warranties set forth herein, and shall not be construed to limit or defeat any contemplated use of the Property by Purchaser.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, shall survive the Closing and but for such representations and warranties Purchaser would not execute this Agreement:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(b) There are no pending or, to the best of Seller's knowledge and belief, threatened condemnation or similar proceedings affecting the Property, or any part thereof; nor, to the best knowledge and belief of Seller, is any such proceeding contemplated by any governmental authority;

(c) Seller has the present full authority and power to execute this Agreement and to close the sale of the Property and the signatory below on behalf of Seller has full authority and power to execute this Agreement and to close the sale of the Property;

(d) Seller shall cooperate to the fullest extent possible and in good faith shall assist Purchaser in determining those matters set forth in Paragraph 8;

(e) Seller has no knowledge of any deposit, storage, disposal, removal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively "Hazardous Substances"), as those terms are used in any appropriate and applicable law, code or ordinance including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, at, upon, under or within the Property. Seller has made available or will promptly make available to Purchaser the results of all environmental audits, reports, inspections, data and other information regarding environmental matters, which pertain to the Property and which are in Seller's possession, including all such information which may have previously been acquired by Seller's attorneys and environmental consultants;

(f) Seller has not received any notice of any violation on the Property of any applicable federal, state or local statute, law or regulation pertaining to environmental matters or any other matters which would adversely affect Purchaser's proposed development of the Property as contemplated herein;

(g) To the best of Seller's knowledge, there is no suit, claim, action, arbitration, investigation or legal, administrative or other proceeding pending against or affecting Seller with respect to environmental or any other matters which would adversely affect Purchaser's proposed development of the Property as contemplated herein and, to the best knowledge of Seller, there is no litigation or governmental investigation threatened against Seller or the Property before any federal, state or local court, board or other governmental or administrative agency involving any environmental or any other matters which would adversely affect Purchaser's proposed development of the Property, and there are no outstanding judgments, consents, decrees or injunctions involving environmental or any other matters which would adversely affect Purchaser's proposed development of the Property to which Seller is a party or by which it is bound, nor is there any fact concerning environmental matters known to Seller which will adversely affect Purchaser's development of the Property or which will adversely affect the anticipated use and operation of the business of Purchaser or which could reasonably be expected to have such an adverse affect in the future. If Seller shall become aware prior to the Closing Date of any facts or circumstances which could reasonably be expected to result in any changes in or additions to any environmental matters materially and adversely affecting Purchaser's proposed development and use of the Property as contemplated herein, Seller shall promptly give notice thereof in writing to Purchaser, which later arising facts and circumstances shall constitute basis for termination by Purchaser of this Agreement.

(h) There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(i) As of Closing, all contractors, subcontractors, suppliers, architects, engineers, and others hired by or on behalf of Seller and who have performed services or labor or have supplied materials in connection with Seller's repair, development, ownership, or management of the Property have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.

(j) To Seller's knowledge, the Seller Deliveries pursuant to Paragraph 17 constitute true, correct and complete copies of all of the material documents and information in Seller's possession or control relating to the Property, its development, and its condition, as of the date of delivery.

(k) To Seller's knowledge, neither Seller nor any of its affiliates (i) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (September 23, 2001) or in any enabling or implementing legislation or other Presidential Executive Orders in respect thereof, (ii) is a person or entity who has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any violation of the Patriot Act, or (iii) is currently under investigation by any governmental authority for alleged criminal activity. Seller has no reason to believe that this transaction, including, without limitation, the source of its funds, would result in a violation by Purchaser or Seller of the Patriot Act, OFAC Laws and Regulations, or any other anti-terrorism or anti-money laundering laws or regulations, including, without limitation, the Bank Secrecy Act, as amended, or the Money Laundering Control Act of 1986, as amended.

(l) The Property constitutes a total of two (2) tax parcels for real estate taxes, being tax parcel identification numbers #137-078-3129 and 137-135-5147 which do not affect more land than the Property.

(m) Seller is the sole owner of the Property and holds fee simple title to the Property.

(n) There is a total of one (1) septic/treatment system serving the Property.

7. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as follows, which representations and warranties shall be deemed made by Purchaser to Seller as of the Closing Date, shall survive the Closing and but for such representations and warranties Seller would not execute this Agreement:

(a) Purchaser has the present full authority and power to execute this Agreement and to close the purchase of the Property; and

(b) Purchaser shall in good faith diligently proceed to obtain all required reports, licenses, permits and approvals to construct and operate the business herein referenced.

8. Suitability. Purchaser shall have one hundred fifty (150) days from the Final Execution Date (the "Study Period") to satisfy itself in its sole discretion with all aspects of the Property, including, without limitation, the following:

(a) Purchaser's satisfaction with the physical, environmental and overall condition of the Property for the ownership, use, development and operation of the Property contemplated by Purchaser;

(b) Purchaser may, at its sole risk, cost and expense, conduct or cause to be conducted environmental, soil and engineering tests and studies of the Property and, in this connection, Purchaser or its designated agents may enter upon the Property for purposes of inspection, soil analysis, core drilling or other tests that may be deemed necessary to Purchaser or its consultant or engineer (including, without limitation, engineering tests to determine the existence, if any, of any geological faults in the subsurface of the Property and the location thereof or soil analysis). Purchaser shall restore or repair any damage caused, related to or arising out of Purchaser's conducting of such tests. Purchaser shall indemnify, hold harmless and, at Seller's option, defend Seller against any and all claims, actions, causes of action, expenses, costs, penalties and liability arising out of Purchaser's work or that of its employees, agents or contractors on the Property, which indemnity shall also include the payment of reasonable attorneys' fees and other costs;

(c) Purchaser shall seek to obtain all necessary governmental or quasi-governmental permits, licenses and approvals for the construction of all intended improvements (including signs) and for the use permitted by Paragraph 5 herein;

(d) Purchaser shall determine whether the improvements and the use contemplated by Purchaser for the Property are prohibited by any governmental or quasi-governmental authority (local, state or federal), including, but not limited to, zoning, subdivision and special use authorities;

(e) Purchaser shall verify that all utilities necessary for the development and operation of Purchaser's business are currently available to the Property and the capacities and cost thereof are satisfactory;



(f) Purchaser's approval of such evidence documenting free and unrestricted access to and from the Property from dedicated public rights-of-way abutting the Property;

(g) Purchaser may obtain an appraisal of the Property, the results of which must be satisfactory to Purchaser;

(h) Purchaser's review of all tenant leases or other agreements affecting the Property; and

(i) Purchaser shall determine whether the general real estate taxes and special assessments applicable to the Property are reasonable and satisfactory.

If Purchaser, for any reason or for no reason, determines that it is not feasible to acquire or develop the Property, Purchaser may, by giving written notice in accordance with Paragraph 12 hereof to Seller, terminate this Agreement (hereinafter "Termination Notice"). In such event the Deposit shall be returned to Purchaser. Said Termination Notice must be received on or before the fifth (5<sup>th</sup>) business day next following the expiration of the Study Period or Purchaser shall be conclusively presumed to have irrevocably waived the right to terminate under this Paragraph 8. If environmental testing is pending or additional environmental testing is recommended or required, or an approval (e.g. for plan approval, zoning, variance, permit, etc.) is pending before any governmental agency at the end of the Study Period, then the Study Period will be deemed automatically extended for up to two (2) additional sixty (60) day periods.

9. Closing.

(a) The closing hereunder (herein referred to as the "Closing") shall take place at the office of the Title Company within twenty (20) days after the end of the Study Period (the "Closing Date") unless this Agreement shall have been terminated by Purchaser in accordance with this Agreement.

On or before the Closing Date, Seller shall deposit in to the escrow established with the Title Company (i) a general warranty deed to Purchaser, subject only to the Permitted Exceptions and the lien of non-delinquent real estate taxes; (ii) bill of sale conveying all personal property which is included with the sale of the Property, except those items specifically excluded on Exhibit C attached hereto; (iii) closing statement; (iv) certificate of Seller dated as of the Closing Date certifying that all of the representations and warranties are true, correct and complete in all respects; (v) assignment of warranties, if any; (vi) written releases of any lien, security interest, mortgage, deed of trust, mechanic's lien or other encumbrance affecting the Property not assumed by Purchaser; (vii) corporate or limited liability company or partnership certificates of good standing and a certified copy of resolutions of the board of directors, members, managers or partners of Seller approving this sale and authorizing signatories of Seller hereto to execute this Agreement and execute and deliver any and all closing documents; and (viii) customary lien, owner's and FIRPTA non-foreign affidavits acceptable to Purchaser and the Title Company. Seller and Purchaser shall jointly deposit such other documents as may be reasonably required to complete the purchase and sale of the Property on or before the Closing Date. At the Closing:

(1) at Purchaser's expense, an ALTA 2006 owner's title insurance policy or equivalent issued by the Title Company in the amount of the Purchase Price shall be made available to Purchaser at Closing insuring that Purchaser owns fee simple title to the Property, subject only to the standard printed exceptions (other than general exceptions which shall be waived by the Title Company by extended coverage endorsement) and the Permitted Exceptions. Upon Purchaser's request and at its sole cost and expense, the amount of coverage afforded by such owner's title insurance policy shall be increased to include the cost of Purchaser's improvements on the Property; and

(2) Purchaser shall pay the Purchase Price, adjusted as provided herein, by wire transfer in immediately available funds in escrow with the Title Company. The escrow agent, upon receipt of the funds required from Purchaser, shall record Seller's deed (affixing necessary real estate transfer tax stamps after recording, the cost thereof to be paid by Seller) and any other documents deposited by the parties into the escrow to be recorded, later date the Title Commitment and do such other acts as shall be necessary to carry out the provisions of this Agreement. Purchaser shall be entitled to possession of the Property at Closing.

(b) All costs and expenses of Closing the purchase and sale of the Property shall be borne and paid at Closing unless otherwise stated herein, as follows:

By Seller:

Seller's Attorneys' Fees, if any.  
Escrow/Closing Fees (50%)  
Recording Fees for Deed  
Recording Fees for releases, if any.  
Transfer Taxes, if any.  
Brokerage Commission

By Purchaser:

Survey Costs  
Title Insurance Premiums (relating to Purchase Price)  
Purchaser's Attorneys' Fees, if any.  
Escrow/Closing Fees (50%)  
Title Insurance Premiums (relating to coverage above the Purchase Price)

(c) The parties agree that the escrow agent at the Title Company shall receive the following instructions. The Title Company shall accept the Deposit. Said Deposit shall be held in escrow by the Title Company and shall be released and delivered to Seller in cash, by cashier's check or wired funds in accordance with the provisions of this Agreement on the Closing Date. Title Company assumes no liability under this Agreement other than that of a stakeholder. If there is any dispute as to whether Title Company is obligated to deliver the funds or as to whom that sum is to be delivered, Title Company shall not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by Title Company of an authorization in writing signed by all parties to such dispute, directing the disposition of the sum, or in the absence of such authorization, Title Company may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. No provision of this Agreement shall be construed to relieve Title Company of any obligations or liabilities which may now exist or hereafter accrue by virtue of any writing other than this Paragraph 9.

(d) Each party warrants to the other that neither of them nor their agents or representatives have engaged or contracted any broker with respect to the transaction contemplated herein, except Mike D'Amico with Property One, that no other brokers have been involved with the purchase and sale hereunder, and each party agrees to indemnify and hold the other party harmless from any and all claims for brokerage fees arising out of its actions. Seller shall pay all brokerage commissions pursuant to separate agreement.

10. Real Estate Taxes, Rent, Insurance, Risk of Loss, Condemnation and New Encumbrances. Prior to or at Closing, Seller shall pay all general real estate taxes and installments of any and all special assessments which are due and payable as of the Closing Date. Taxes on the Property which accrue in the current year and installments of any and all special assessments due and payable in the current year shall be prorated to the Closing Date, or the revised Closing Date if the Closing is extended as herein provided,

so that Seller bears that portion of the accrued taxes and those installments of any and all special assessments which are applicable for the period up to and including the Closing Date and Purchaser bears that portion of the accrued taxes and those installments of any and all special assessments which are applicable for all periods subsequent to the Closing Date. At Closing, Seller shall pay to Purchaser Seller's share of real estate taxes and special assessments for the year in which Closing occurs and Purchaser shall pay such taxes and installments of special assessments when due and payable for such tax year. If on the Closing Date the tax rate for such year has not been finally determined proration shall be made upon the basis of the tax rate for the preceding tax year applied to the last officially certified rate of valuation. If on the Closing Date the Property is not separately assessed and is part of a larger parcel assessed for tax purposes, the taxes for the Property shall be further prorated based on the proportion that the assessed value of the Property bears to the assessed value of the larger parcel (land only, excluding improvements). The parties agree that such proration shall be adjusted between the parties, if necessary, based upon the final tax bill for the year in which the Closing occurs. Prior to or at Closing, Seller shall also pay all personal property taxes, if any, and special taxing district taxes, if any which are due and payable as of the Closing Date. Rents, if any, shall be prorated as of midnight of the day before Closing. Subdivision assessments, common area charges, fees and charges for utilities shall be prorated to the Closing Date.

All such expenses shall be prorated and adjusted on the basis of a 365 day year with the Closing Date charged to the Seller, provided however, with respect to those fees and charges which may be read or computed by the party rendering services so that such fee or charge may be billed directly to the Seller with respect to charges incurred up to and including the Closing Date and to Purchaser with respect to any charges incurred after the Closing Date, then either party hereto may cause such fee or charge to be read and billed directly to the appropriate party and such charge shall not be subject to proration under this Agreement.

Seller shall bear the risk of loss until Closing. Insurance, if any, shall be canceled as of the Closing Date. Should any fixture or item of personal property included in the sale fail or be damaged between the date of this Agreement and the Closing Date, then Seller shall be liable for repair or replacement of the same. Purchaser has the right to walk through the Property prior to Closing to verify that the physical condition of the Property, fixtures and any personal property included in the sale complies with this Agreement. In the event of any condemnation of the Property or any part thereof prior to Closing which, in the opinion of Purchaser, would have an adverse impact upon Purchaser's intended use of the Property, Purchaser may elect to terminate this Agreement upon written notice to Seller, and upon Seller's receipt of such notice, Purchaser shall have no further duties or obligations hereunder (except for any liabilities accruing prior to such termination) and the Deposit shall be refunded to Purchaser.

During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification to existing easements, covenants, conditions, restrictions or rights-of-way affecting the Property; (ii) any new easements, covenants, conditions, restrictions or rights-of-way affecting the Property; (iii) any zoning changes or other changes of governmental approvals; or (iv) any modifications to or future advances under any existing liens, mortgages, deeds of trust, or other encumbrances on the Property.

All other costs not addressed within this Section 10 will be paid in accordance with the custom followed in the county in which the Property is located. The provisions of this Section 10 will survive Closing for a period of six (6) months.

#### 11. Remedies.

(a) In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within ten (10) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may terminate this Agreement and retain the Deposit as liquidated damages and both parties shall be released from any further liability hereunder except for the indemnification provisions of Paragraph 16 herein. The remedies set forth in this subparagraph (a) shall be the sole and exclusive remedies of Seller in the event Purchaser shall be in default hereunder.

(b) In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after Seller's receipt of written notice thereof, then Purchaser may: (i) terminate this Agreement, in which event the Deposit shall be refunded to Purchaser, except for the sum of \$100.00 which shall be retained by Seller as consideration for Purchaser investigating the Property, and both parties shall be released from any further liability hereunder, or (ii) bring an action for specific performance against Seller to enforce the terms of this Agreement and be entitled to all remedies available at law or in equity, including without limitation, damages. The remedies set forth in this subparagraph (b) shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.

(c) The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

12. Notices. All notices or communications herein required or which either party desires to give to the other shall be in writing and personally delivered or sent by registered or certified mail or by overnight delivery service, postage prepaid, return receipt requested and shall be mailed to the parties at the respective addresses as provided below:

SELLER: KFB Properties, L.L.C.  
293 E. Howze Beach Road  
Slidell, LA 70461  
Attn: Adam Bowen

PURCHASER: EAN Holdings, LLC  
3545 N. I-10 Service Road, Suite 101  
Metairie, LA 70002  
Attn: Vice-President/General Manager

and

cc: Enterprise Holdings, Inc.  
600 Corporate Park Drive  
St. Louis, MO 63105  
Attn: Real Estate Department

13. Assignment.

(a) Purchaser shall not consent to or permit any Prohibited Transfer (as defined in subparagraph (b) below) of its rights under this Agreement without obtaining, in each and every instance, the prior written consent of Seller.

(b) For purposes of this Paragraph 13, any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or agreement to do any of the foregoing) of any of Purchaser's rights in, to or pursuant to this Agreement, which occurs or is granted, accomplished, attempted, or effectuated without the prior written consent of Seller shall constitute a "Prohibited Transfer".

Notwithstanding the foregoing, Purchaser shall be permitted to assign its rights in this Agreement without Seller's consent to any subsidiary, successor or affiliated company of Purchaser or to Purchaser's parent company or to Purchaser's designated holding company and the same shall not be considered a Prohibited Transfer.

14. Utilities. Seller makes no representation as to the location or availability of sanitary sewer, water and storm sewer lines or any other utility or to the sufficiency of capacity, suitability or approval to use such lines, it being intended that Purchaser shall satisfy itself as to the location, availability, sufficiency of capacity and approvals required to use such lines during its suitability investigations as provided by Paragraph 8 hereof.

15. Miscellaneous Provisions.

(a) The representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing, shall survive the Closing and shall not be merged therein.

(b) This Agreement shall be construed under and in accordance with the laws of the state wherein the Property is located and according to its fair meaning, and not in favor of or against any party.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(d) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Agreement cannot be amended or modified except by written agreement signed by Purchaser and Seller and no email communications between Purchaser and Seller shall be deemed to amend this Agreement.

(f) All parties hereto pledge their good faith efforts to act in a timely and reasonable manner to consummate the transaction herein contemplated.

(g) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(h) The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the scope, extent or intent of this Agreement or any part hereof. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed a waiver of such party's right to enforce against the other party the same or any other such term or provision.

(i) If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then as between Purchaser and Seller, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

(j) If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, fires, acts of God, natural disasters, inability to procure material, failure of power, restrictive governmental laws or regulation, riots, insurrection, war, or any other cause beyond the reasonable control of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(k) If the time for performance of any obligation under this Agreement expires on a Saturday, Sunday or a legal holiday, then the time for such performance shall be extended to the next succeeding day that is not a Saturday, Sunday or a legal holiday.

(l) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. In addition, each party agrees that electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures and shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law including the Federal Electronic Signatures Act or any similar state law based on the Uniform Transactions Act, and the parties hereby waive any objection to the contrary.

(m) Time is of the essence with respect to each provision of this Agreement.

(n) SELLER AND PURCHASER MUTUALLY AGREE THAT THEY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY DISPUTE OR COURT ACTION ARISING FROM, GROWING OUT OF, OR RELATED TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO, AND A MATERIAL INDUCEMENT FOR, PURCHASER TO ENTER INTO THIS AGREEMENT.

16. Purchaser's Indemnification. In the event that this Agreement is terminated by either Purchaser or Seller prior to Closing, and notwithstanding the fact that such termination shall release Purchaser from its obligation to buy the Property, nothing herein shall be deemed to release Purchaser from any liability arising out of or connected with Purchaser's activities (or those of its employees, agents, or contractors) on the Property, including, but not limited to, its actions on the Property while exercising its rights pursuant to Paragraph 8 hereof. This provision shall survive Closing of the transaction herein contemplated and the delivery of the deed.

17. Seller's Deliveries. Within five (5) days after the Final Execution Date, Seller shall cause to be delivered to Purchaser the following:

- (a) Most recent real estate property tax and/or assessment notice;
- (b) Copy of all existing leases, if any, affecting the Property;
- (c) Copies of all warranties that may exist with respect to the Property including any warranties on equipment servicing the Property and warranties on any personal property used in connection with the Property and which is being conveyed to Purchaser;
- (d) Copy of the latest appraisal of the Property;
- (e) Any property surveys;
- (f) Copies of any prior title abstracts, title policies, title commitments or title work;
- (g) Copies of any prior environmental studies, reports or inspections or correspondence including but not limited to asbestos, PCB or other toxic or hazardous substance, underground or above ground storage tanks and/or radon gas;
- (h) Construction plans, drawings or renderings of the Property;
- (i) As-built construction plans to the Property including architectural, electrical, mechanical, and structural systems, landscaping, engineering reports and certificates of occupancy;
- (j) Copies of all contracts relating to the operation, maintenance and management of the Property; and
- (k) Copies of all insurance policies or certificates pertaining to the Property and copies of any claims which have been made in the past 2 years.

Failure of Seller to deliver such items (or a notice that any of these items are non-existing, non-applicable or unavailable) within such 5-day period shall result in the automatic extension of the Study Period for the number of days following the expiration of said 5-day period until the date said items are delivered to Purchaser.

18. Corporate Approval. This Agreement is subject to final approval by Purchaser's parent company, Enterprise Holdings, Inc., which approval may be given or denied for no reason or for any reason whatsoever.

19. Exclusive Dealing. Seller will not offer or accept any offer for the Property for sale to any person or entity other than Purchaser, nor will Seller enter into negotiations with any other person or entity that may affect Seller's rights to sell the Property or Purchaser's ability to purchase the Property as contemplated herein.

20. 1031 Exchange. Either party hereto shall have the option to have the Property treated as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. The parties agree to cooperate in the exchange provided: (i) that any additional cost incurred by the non-exchanging party by reason of the involvement of the Property in such a tax deferred exchange, including reasonable attorneys' fees incurred by the non-exchanging party shall be paid by the exchanging party, (ii) that the non-exchanging party shall not be required to incur or assume any liability as a result of the involvement of the Property in such a tax deferred exchange; (iii) that the exchanging party hereby indemnifies, defends and holds the non-exchanging party harmless from any liability, loss, cost, damage or expense, including but not limited to reasonable attorneys' fees and court costs incurred or claimed as a result of including the Property in such tax deferred exchange; (iv) the non-exchanging party shall in no way be liable in any manner for any tax consequence that may be attributable to the exchanging party; (v) the Closing Date will not be delayed to accommodate such tax deferred exchange; and (vi) subject to the above, the non-exchanging party agrees to execute any documents reasonably approved by the non-



exchanging party and which may be reasonably requested by the exchanging party to effectuate the Section 1031 exchange.

21. Septic System Inspection. There is one (1) septic / treatment system that serves the Property (the "Septic System"). Seller shall, at Seller's expense, undertake, complete and furnish to Purchaser within thirty (30) days after the Effective Date a written Septic System Inspection on the Property ("Septic Inspection") the results of such Septic Inspection must be acceptable to Purchaser. The Septic Inspection must reflect the appropriate governmental/governing authority approval (or failure/deficiencies) of the Septic System.

If the Septic System fails inspection, Seller shall have the option to repair/replace the Septic System, provided that Seller's cost thereunder to repair/replace the system(s) shall be capped at Five Thousand (\$5,000.00) dollars (the "Septic Repair Allowance"). Any repair/replacement of the Septic System must be permitted by the Louisiana Department of Health, if applicable, and in compliance with all applicable local, state and federal laws. If the cost to repair/replace the Septic System exceeds the Septic Repair Allowance and Seller chooses not to repair/replace the Septic System, then Purchaser shall have the option of either i) accepting and purchasing the Property with the Septic System in its then current condition and receive the Septic Repair Allowance as a reduction in the Purchase Price at Closing, or ii) if Seller fails to deliver to Purchaser such Septic Inspection or if such Septic Inspection (or any updated Septic Inspection obtained prior to Closing) is/are not acceptable to Purchaser, Purchaser may, by giving written notice in accordance with Paragraph 12 hereof to Seller, terminate this Agreement and in the event of such termination, the Deposit shall be returned to Purchaser.

22. Expiration of Offer. If an original of this Agreement is not fully executed by Seller and Purchaser by the end of business on December 6, 2022, the offer contained in this Agreement shall be deemed withdrawn without further notice, and Seller and Purchaser shall have no obligations or liabilities under this Agreement.

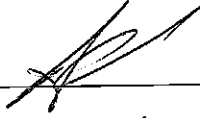
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

**KFB Properties, L.L.C.,**  
a Louisiana limited liability company

Date of Seller's Execution  
Nov 15<sup>TH</sup>, 2022

By: 

Print Name: Adam Sawyer

Its: owner

PURCHASER:

**EAN Holdings, LLC**  
a Delaware limited liability company

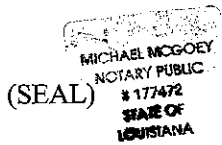
Date of Purchaser's Execution  
12/5/2022, 2022

By: Matt Brady  
Matthew J. Brady, Vice-President / General Manager

STATE OF Louisiana )  
 )  
COUNTY OF St. Tammany ) SS:

Before me, a Notary Public in and for the said County and State, personally appeared Adams Bowen, to me personally known as the owner of **KFB Properties, L.L.C.**, a Louisiana limited liability company, who executed the foregoing instrument for and on behalf of said Company by consent of its members.

WITNESS my hand and notarial seal this 15<sup>th</sup> day of November, 2022.



[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS:

Before me, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_, to me personally known as the Vice President of **EAN Holdings, LLC**, a Delaware limited liability company, who executed the foregoing instrument for and on behalf of said Company by consent of its members.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public

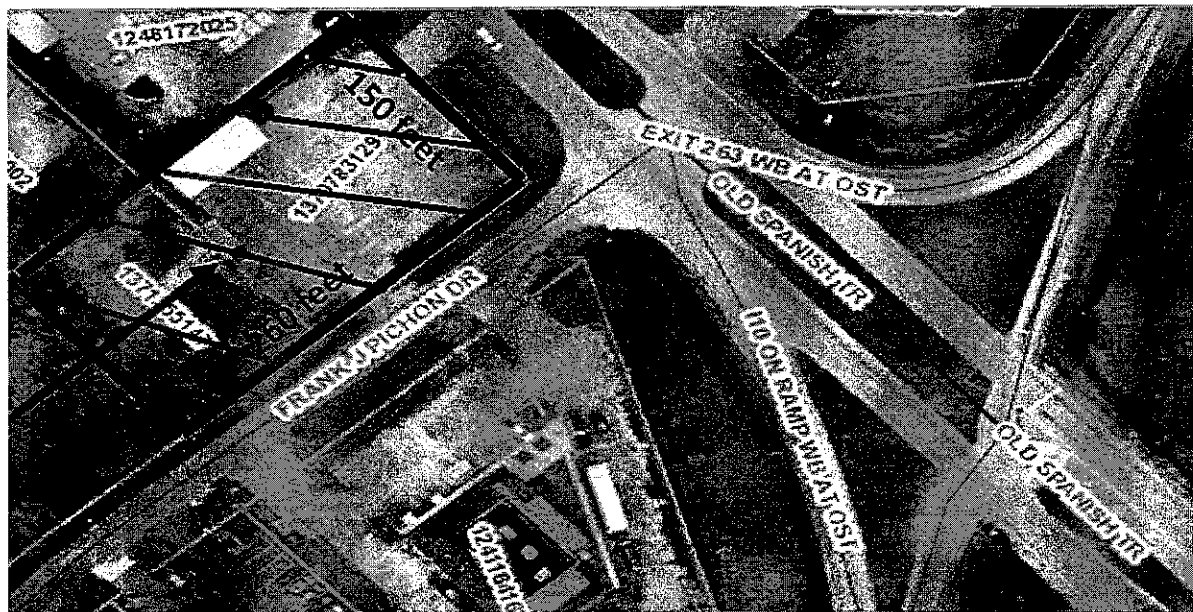
**Exhibit A**

Legal Description of the Property (to be replaced by the Survey)

A part of Lot 4 through 6, Lot 7, and Lot 8, Sq. 2,  
Lake Gardens Subdivision in Section 44, T-9-S, R-14-E, GLD, St. Tammany Parish, Louisiana.

**Exhibit B**

Site Plan of the Property



**Exhibit C**

**Personal Property Exclusions**

1. None. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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**ATTACHMENT B**

**ASSIGNMENT OF PURCHASE AND SALE AGREEMENT  
BETWEEN EAN HOLDINGS LLC AND  
PINGREE 2000 REAL ESTATE HOLDINGS**







Planning Department

Preliminary Staff Report  
Case No. T23-01

Text Amendment  
*Signage*

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985.646.4320 | 250 Bouscaren St, Ste 203, Slidell, LA 70458 | [planningdept@cityofslidell.org](mailto:planningdept@cityofslidell.org) | [myslidell.com](http://myslidell.com)

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**Location:** City-wide

**Petitioner:** Administration

**Zoning:** All districts

**Request:** Repeal and replace current Sign Code regulations with a comprehensive update that improves Code navigation, enforcement, and interpretation, while also updating standards related to the treatment of electronic display, billboards, murals, and enforcement provisions.

**Planning & Zoning Commissions**

**Consent Agenda:** July 17, 2023

**Public Hearing:** August 21, 2023

**City Council (tentative)**

**Consent Agenda:** TBD

**Public Hearing:** TBD

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**Recommendations**

**Planning Department**

Approval

**Zoning Commission**

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1. **Background.** The City of Slidell’s sign regulations were originally adopted in 1986. The City Administration in coordination with the Planning Department desired to conduct a comprehensive update to the current Sign Code in conformance with the Reed v. Gilbert ruling and to improve navigation, enforcement, and interpretation. This report proposes changes to the Code of Ordinances to this effect.
  2. **Outreach and Collaboration.** Throughout the summer and fall of 2022, Planning staff held meetings to discuss and revise the draft sign code and to collect feedback from various stakeholder groups, including code enforcement, planning, and permit staff, as well as the Olde Towne Preservation District Commission, Planning & Zoning Commission, and City Council members with an interest in sign code regulation. Feedback from these meetings and briefings included, but were not limited to, the following recommendations:
    - A. Increase consistency in sign regulation enforcement by addressing inconsistent or absent language used to identify abandoned, blighted, or dangerous signs and clearly establish standards and actions to remove prohibited and illegal signs.
    - B. Consider allowing billboards along the interstate corridors to increase commerce and attract visitors to the City.
    - C. Clarify and enhance standards for electronic display conversions on pole, monument, and wall signs.

- D. Provide for the consistent treatment of murals to support improved interpretation, decision making, and enforcement while also encouraging culture and art in the City.
- E. Address the City’s temporary signage regulation, which relies on sign message content and author to determine the allowable location, size, number, and duration—all of which have led to increasing frustration for inspectors, the public, and administrators.
- F. Simplify administration of regulations for incidental and window signs permitted city-wide, many of which are intended to be temporary, oriented to pedestrians on their property, or are too small to be seen from the public right-of-way.
- G. Align the organization and numbering system of the new sign code to be consistent with the Code of Ordinances and adjacent Chapters and Section numbering.

### 3. Findings.

- A. Legal Requirements – Signs and Murals must be “content neutral.”
  - 1) In 2015, the U.S. Supreme Court ruled on the case of Reed v Town of Gilbert<sup>1</sup> and established that content-based sign regulations are subject to the strict scrutiny test for constitutionality. Case law following the US Supreme Court ruling in Reed v. the Town of Gilbert further established that all local sign regulations, including those only addressing commercial speech, must be “content-neutral,” severely limiting the circumstances in which content, speech, or speaker can be used to regulate signs.
  - 2) These rulings changed the nature of sign regulation and decision-making nationwide. After Reed v Town of Gilbert, sign regulation could no longer differentiate between commercial and noncommercial speech or the “author” of the sign’s message.<sup>1</sup> In other words, a regulatory decision based upon the sign’s message or the sign’s author would face strict scrutiny tests and likely be declared unconstitutional.<sup>2</sup>
  - 3) New post-Reed sign regulations must be content-, purpose-, and author-neutral. A best practice used by many communities is to regulate signs based on the time, place, and manner each sign type is displayed. Regulations are based on time, place, and manner are not subject to the strict scrutiny test and are allowed, provided they are “[1] justified without reference to the content of the regulated speech, [2] that they are narrowly tailored to serve a significant governmental interest, and [3] that they leave open ample alternative channels for communication of the information<sup>3</sup>.” Under the Reed ruling and following caselaw, it is appropriate to regulate the location of a sign, the type of a sign (e.g.; freestanding, wall, blade), sign materials, or the size or height of sign, and it is further a best practice to express how such standards intend to improve or support public health and safety.<sup>4</sup>
  - 4) To ensure the City’s sign regulations are enforceable, sign definitions must meet post-Reed requirements through the removal of content-based distinctions. For example, adding a

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<sup>1</sup> (576 U.S. 155) <https://www.signs.org/local-sign-code-guidance/reed-v-town-of-gilbert>

<sup>2</sup> (Cent. Radio Co. v. City of Norfolk, No. 13-1996, 13-1997, 2016 WL 360775, at \*4–8 (4th Cir. Jan. 29, 2016); Marin v. Town of Southeast, No. 14-CV-2094 (KMK), 2015 WL 5732061, at \*13–17 (S.D.N.Y. Sept. 30, 2015). <https://mrsc.org/Home/Stay-Informed/MRSC-Insight/October-2015/The-Importance-of-Your-Sign-Code.aspx>

<sup>3</sup> Ward v. Rock Against Racism, 491 U.S. 781, 791, 109 S. Ct. 2746, 2753, 105 L. Ed. 2d 661 (1989)

<sup>4</sup> <https://www.lwm-info.org/DocumentCenter/View/5122/2-Sign-Regulation-Post-Reed---Majerus-and-Alfonso>

definition of “temporary signs” characterized by the sign material and the intended period of display, and deleting content-oriented sign definitions such political signs, construction signs, or garage sale signs which are regulated by the content or purpose of the temporary sign.<sup>5</sup>

- 5) *Murals*. Murals are notably difficult to regulate in a content-neutral manner because murals traditionally feature original artwork and not commercial speech. Post-Reed case law related to murals includes inconsistent rulings, but more recently distinguished murals (and therefore commercial and non-commercial signs<sup>6</sup>) as similarly receiving strict scrutiny with regards to content neutral regulation.
- B. Public Health and Safety - Traffic Safety. Consistent with the best practice of expressing how sign standards intend to improve or support public health and safety:
- 1) Signs can pose a danger to vehicle traffic and pedestrians, and it has long been recognized that effective sign regulation can lessen hazardous conditions.
  - 2) Signs can distract or confuse motorists by:
    - (a) Impairing visibility.
    - (b) Distracting drivers with visual clutter and animation.
    - (c) Temporarily blinding drivers with overly bright or improperly directed lighting.
    - (d) Mimicking traffic safety signals.
  - 3) Traffic safety can be improved by regulating:
    - (a) Size and height.
    - (b) Location.
    - (c) Luminance and where lighting can be directed.
    - (d) Types of sign animation.
- C. Unregulated Signs. Unregulated signage can harm businesses by resulting in too many signs and rendering individual signs useless. Jurisdictions that insufficiently regulate signage can also find that this practice allows sign clutter which can negatively affect the character of their community and lower property values. Blighted and antiquated signs and sign structures (i.e., the pole with a blank structure for a sign face) can also contribute to blight and can detract from community character.
- D. Technological Advancement and Electronic Display - Background.
- 1) Technology has impacted sign construction and display. Historically, sign messages were applied as a pre-printed paper or vinyl covering placed over a sign face. The sign message is static for an extended period until the covering is stripped off and replaced with a new covering and new message.

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<sup>5</sup> <https://turnersignsystems.com/wp-content/uploads/2018/01/Best-Practices-in-Regulating-Temporary-Signs.pdf>

<sup>6</sup> Cent. Radio Co. v. City of Norfolk, No. 13-1996, 13-1997, 2016 WL 360775, at \*4–8 (4th Cir. Jan. 29, 2016); Marin v. Town of Southeast, No. 14-CV-2094 (KMK), 2015 WL 5732061, at \*13–17 (S.D.N.Y. Sept. 30, 2015)

- 2) Advances in technology now allow for electronic message centers<sup>7</sup> (or EMCs) that can display a message almost indistinguishable from a message printed on paper/vinyl coverings. EMCs also allow messages to change instantly and from remote locations.
- 3) With these advancements, additional regulatory considerations are necessary to consider, including the luminance of EMC displays and restrictions on animated electronically lit images, which can pose a hazard to vehicular traffic and be a nuisance to neighboring properties.

E. Technological Advancement and Electronic Display - Regulating EMCs.

- 1) *Generally.* Sign regulations in the City should enable clear visibility and readability for signs to encourage commercial growth and operations. Standard practices for regulating EMC signs are to focus on considerations like hold time for message display, brightness, and sign placement to limit the potential negative sign impacts.
- 2) *EMC signs can be regulated by size and luminance.* Research conducted by the International Sign Association recommends EMC lighting should be equipped with a sensor that dims the light to match lighting conditions.
- 3) *Traditional EMC vs. digital displays.* High-definition digital displays are an attractive alternative to traditional EMC signs that can present a smoother and more detailed digital image. Whereas many older EMC signs may use visible pixels or lighted points to display a message, a digital display sign appears more like a television where individual pixels are not perceived by the viewer.

F. Billboards.

- 1) Billboards serve a unique role in providing signage and communication legible to interstate traffic. New digital display technologies help ensure vehicle safety and provide attractive options for commercial growth along City interstate corridors where a billboard could serve as a primary land use.
- 2) To demonstrate the impacts of providing for limited placement of pole signs along Interstate Corridors, a comparison of billboards and existing pole sign standards follows below.

**Table 1. Comparison of proposed billboard standards to existing free standing sign standards.**

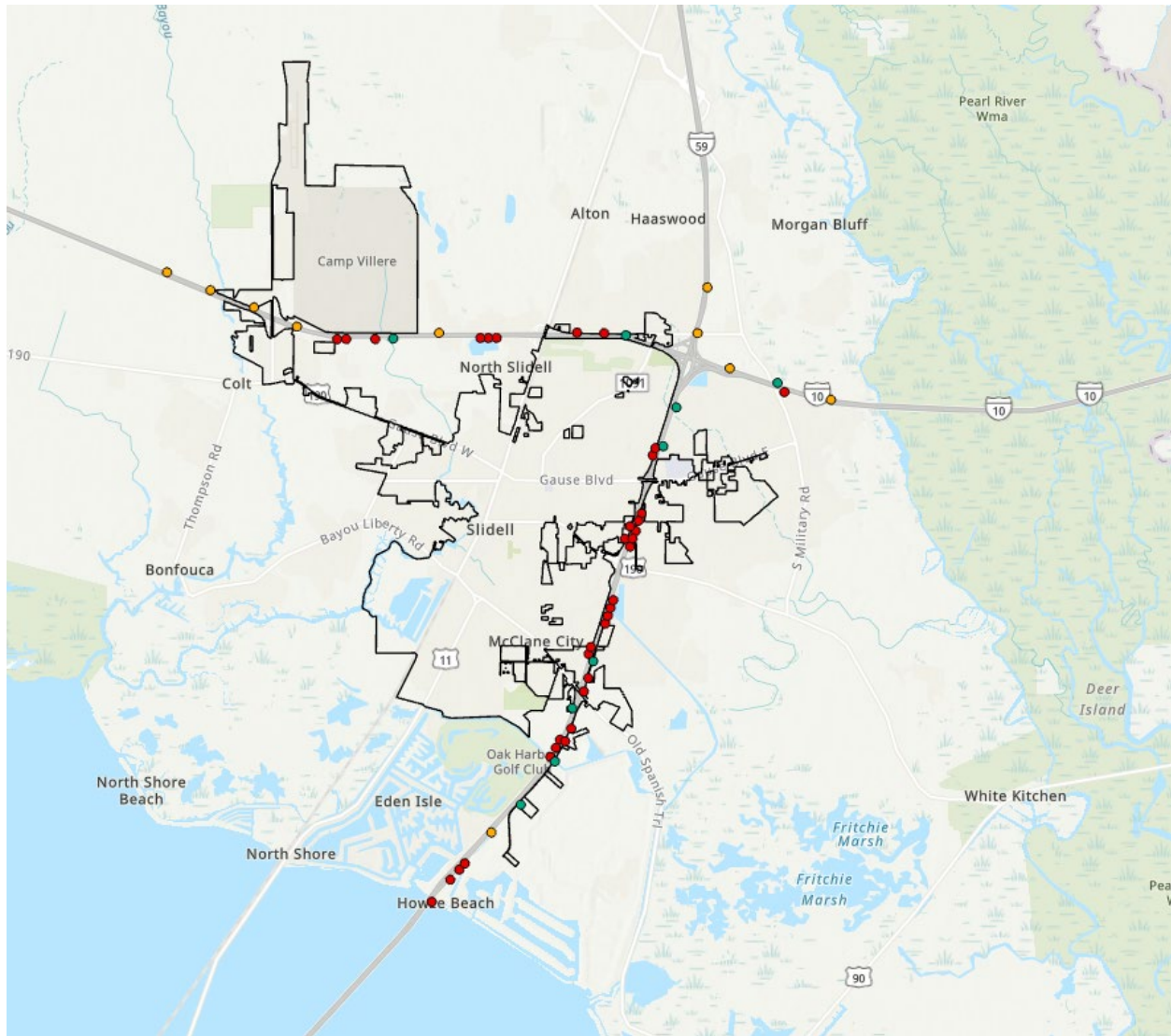
Regulation	Billboard	Pole sign*
Maximum Sign Area	1,200 square feet	210 square feet
Maximum Height	30 feet	75 feet
Spacing	3,000 feet	N/A
Spacing from residential properties	300 feet	N/A
*Only permissible provided the right-of-way width is greater than 96 feet and sign is set back more than 25 feet from said right-of-way		

<sup>7</sup> [www.signs.org/media/files/ISA EMC Recommendations Refresh FINAL.pdf](http://www.signs.org/media/files/ISA_EMC_Recommendations_Refresh_FINAL.pdf)

- 3) Utilizing existing DOTD standards to regulate placement would require billboards to be spaced at least 1,000 feet apart, however the City should aim to have fewer total billboards by requiring a 3,000 foot distance between billboards. Potential billboard buildout is shown along Interstates within City limits in the following figure:

DRAFT

**Figure 1. Map of potential billboard buildout under proposed standards.**



- 4) Section 525 of the existing sign code details limitations on conversion of existing billboards to digital billboards, the subject amendments propose maintaining these limitations and clarifying that any existing billboards outside of the interstate corridors shall become non-conforming signs. The Slidell 2040 Plan supports this approach as it supports cultural resources through Goal CR-4, which is to “Support preservation efforts through the use of compatible streetscape elements.” This goal features a strategy to ensure that corridors in the City are designed to be compatible with a pedestrian-scale environment. Billboards along non-interstate corridors are not compatible with this goal or strategy.
- 5) Off-premise signage. The existing sign code includes provisions for “off-premise” signage which has subject matter related to premises on which it is not located. This term is often used in Sign Code administration as a method of regulating signs that may stand alone on a site or signs that are between the size range of a typical on-site detached sign and an interstate billboard. Because the use of “on-premise” vs. “off-premise” signage differentiation relies on a review of sign content, the proposed amendments do not use this distinction and instead focus on limiting billboards and clarifying that stand-alone signage on



a site without a building must follow the free-standing signage area limitations of the district in which they are located (and may not be larger than a sign on a site with a building).

#### 4. Conclusions.

- A. *Generally.* Comprehensive sign regulations can positively influence community character, generate commerce, protect the public's health and safety, and account for technological advancements by balancing maintenance and safety with freedom of expression or speech.
- B. *Content-Neutrality Required by Reed v. Gilbert.* Based on a review of the City's current sign code, many existing sign regulations are based on speaker and would likely be determined to be unconstitutional if challenged. For example, political signs, construction signs, and garage sale signs all require sign content review to determine how to regulate the sign. This type of content-based regulation should be removed and replaced with content neutral regulation to reduce City liability.
- C. *Temporary signs.* Current sign temporary sign regulations could be simplified, including providing streamlined standards for number, location, and duration allowed.
- D. *Murals.* A content-neutral sign code can ensure that its regulation of murals does not prevent free speech and is compliant with the Reed v. Gilbert ruling and following caselaw by:
  - 1) Avoiding the distinction between commercial and noncommercial murals or signs,<sup>8</sup>
  - 2) Regulating murals based on location and materials,<sup>9</sup> and
  - 3) Clearly distinguishing between a mural and an attached wall sign.
- E. *Incidental signs and window signs.* Due to the small size and limited visual impact of window and incidental signs, as well as the challenge of enforcing consistent standards across all window and incidental sign types, current sign regulations could be improved by removing permit requirements for both incidental and window signs.
- F. *Abandoned signs.* Signs that are damaged, in disrepair, or otherwise blighted can negatively impact property values, growth potential of City corridors, and endanger the public. The City should be authorized to remove signs on private property in extreme cases to protect public safety. In such cases, the cost for removal should be paid by the property owner of the subject site and may be adjudicated as a zoning violation including through provisions to assign a tax lien for the cost of removal to the property owner.
- G. *Billboards.* The City's Sign Code could provide additional allowances for billboards in accordance with the following:
  - 1) Limiting billboard location to only along Interstate 10, Interstate 12, and Interstate 59 corridors with spacing requirements that exceed the minimum LA-DOTD spacing requirements (minimum 1,000 ft. distance between billboards), requiring billboards in the City to be spaced 3,000feet apart, measured radially;

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<sup>8</sup><https://media.goldbergsegalla.com/uploads/sto-de-coding%20the%20visual%20landscape-municipal%20sign%20ordinances,%20murals,%20and%20the%20first%20amendment-municipal%20lawyer.pdf>  
<https://www.signs.org/>

<sup>9</sup>[https://www.americanbar.org/groups/state\\_local\\_government/publications/state\\_local\\_law\\_news/2016-17/winter/understanding\\_first\\_amendment\\_limitations\\_government\\_regulation\\_artwork/](https://www.americanbar.org/groups/state_local_government/publications/state_local_law_news/2016-17/winter/understanding_first_amendment_limitations_government_regulation_artwork/)



- 2) Classifying billboards as a principal or accessory structure;
  - 3) Adding design standards for billboards and regulations that allow, where appropriate, billboards to convert to digital displays that reflect LA-DOTD standards.
- H. *Sign regulation organization.* The City's current sign regulations are located in Section 2.23 of the Code of Ordinances in Part 2 – Schedule of District Regulations Adopted, where subsection identifiers are mislabeled as section 500 and run from subsection 501 to 529, creating confusion and disorganization. The Sign Code should be updated to renumber the section and subsections to make them consistent with the City's Zoning Appendix.
5. **Recommendations.** The City of Slidell repeal and replace current sign regulations with proposed comprehensive sign code regulations included in Exhibit A, which effectively:
- A. Replace and amend content-based regulations with similar regulations that are content-neutral.
  - B. Update the Code to reflect technological advancements in electronic message centers, digital display, and other sign standards and operations.
  - C. Clarify the treatment of murals, temporary signs, incidental and window signs.
  - D. Improve regulations for abandoned or blighted sign enforcement and removal.
  - E. Address and correct the sign code numbering system to reduce confusion and address.
  - F. Allow the limited expansion of billboards along interstate corridors consistent with DOTD standards.

# EXHIBIT A

## PROPOSED COMPREHENSIVE SIGN CODE REGULATIONS

1. Add sign permit review fees to the list of building permit fees established in Chapter 7, Article I, Section 7-1. – Fees established:

**Sec. 7-1. – Fees established.**

- \* \* \*
- (1) Building permit fees.
  - \* \* \*
  - c. Other general fees:
    - \* \* \*
    - 9. Sign Permits – Sign permits fees are \$30.00 per sign. If a sign includes electrical lighting, the permit fees must include the fees for an electrical permit as well as dictated by this fee schedule.
      - \* \* \*

2. Add a reference to Sign Code regulations within Appendix A, Part 2, Sec. 2.615 as follows:

**Sec. 2.615.**

*Sign regulations:* Multi-family residential areas shall be allowed one (1) monument sign per development site in accordance with **Section 2.23. – Sign Regulation** of this Code.

\* \* \*

3. Update the reference to Sign Code regulations within Appendix A, Part 2, Sec. 2.16A. – C-1 Fremaux Avenue Business District as follows:

**Sec. 2.16A11 Design standards.** All new buildings, additions to buildings or improvements to buildings in the C-1 district in existence prior to the adoption of this ordinance shall be designed and conform with the following design standards:

\* \* \*

- (e) False facades are prohibited.
- (f) All signs shall conform with **Section 2.23. – Sign Regulation of this Code.**

\* \* \*

4. Update the reference to Sign Code regulations within Appendix A, Part 2, Sec. 2.16B. – C-1A Fremaux Avenue/Shortcut Highway District as follows:

**Sec. 2.16B11 Design standards.** All new buildings, additions to buildings or improvements to buildings in existence prior to the adoption of this ordinance shall be designed and conform with the following design standards:

\* \* \*

(3) All buildings shall be sided on all sides with wood siding, wood-appearing siding, stucco or face brick, or any combination thereof.

(4) All signs shall conform with **Section 2.23. – Sign Regulation of this Code.**

\* \* \*

**5. Remove the reference to Sign Code regulations within Appendix A, Part 2, Sec. 2.18. – C-4 Highway Commercial district as follows:**

\* \* \*

**2.1801B** Conditional uses in the C-4 district are: miniwarehouses as defined in part 9.38. Such activities shall conform with the following standards:

\* \* \*

(8) Fencing and screening: Fencing design and placement shall be required as per sections 2.2202 and 2.2203, and 2.2207 through 2.2211. In addition, the entire site shall be completely enclosed by walls, fencing, buildings or landscape screening. All fences shall be a minimum of six feet in height with a maximum of eight feet in height, and shall be constructed and maintained with not less than 90 percent of the surface area impervious to light. No fence shall be constructed in the first twenty-five feet of the required front yard.

~~(9) Signs: Signs shall be in accordance with section 520.02. Neither building signs nor interstate signs shall be permitted.~~

\* \* \*

**6. Repeal and replace existing Sign Code regulations located in Appendix A, Part 2, Sec. 2.23 Sign Regulation, with clear, content-neutral requirements that provide for the safe placement and construction of signs in the City of Slidell, hereinafter referred to as the City, as follows:**

## Sec. 2.23. – Sign regulation.

### Sec. 2.2301. Purpose.

The purpose of this section is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, well-maintained, content-neutral, and nondiscriminatory sign standards and requirements. It is the intent of this section to regulate the time, place, and manner of sign placement. It is not the intent of this section to regulate the message that signs convey; to foreclose important and distinct mediums or expression for political, religious, or personal messages; or to suggest the City should regulate the content of signs in any manner.

### Sec. 2.2302. Applicability.

- (a) **Compliance Required.** The provisions of this section apply to the placement, erection, and maintenance of signs within the City.
- (b) **Permits Required.** Except as provided in the **Sec. 2–2306 - Signs Exempt from Specified Requirements**, it shall be unlawful for any person to apply, place, erect, alter the original specifications of, or relocate within the City of Slidell, any sign as defined in this ordinance, without first obtaining a sign permit from the Department of Building Safety and Permits. All electric signs shall, in addition, be subject to the provisions of the electrical code, and the permit fees required thereunder.

### Sec. 2.2303. Sign Permitting Procedures.

- (a) Application for sign permits shall be made upon forms provided by the Department of Building Safety and Permits, and shall provide and include the following information:
  - (1) Name, address, and telephone number of the applicant;
  - (2) Location of building or structure, including street address or lot number to which or upon which the sign is to be attached or erected;
  - (3) A sketch of the sign placement and position in relation to nearby buildings or structures drawn to scale or clearly showing measured distances;
  - (4) Details of proposed sign drawing or advertising structure showing dimensions, plans, specifications, type of construction, and attachment to building or in the ground. Applicant must provide structural plans and details, where applicable, signed by a registered design professional certifying the sign's structure and foundation meet the wind load and deadload requirements of the current adopted edition of the International Building code;
  - (5) Name of person, firm, corporation, or association erecting the structure;
  - (6) Any electrical permit required and issued for said sign and associated documentation as submitted for approval;
  - (7) Application for a free-standing sign shall include plat or survey of the property showing where the sign is proposed to be located; and

- (8) Such other information as the building official or Planning Director shall require demonstrating full compliance with this and all other laws and ordinances of the City.
- (b) **Permit Review and Issuance.** The Department of Planning and the Department of Building Safety and Permits shall review plans and specifications for signs and the building official or their designee shall issue sign permits. All permits requested for the new construction of commercial buildings must include the signage proposed simultaneously with the building permit application submittal.
- (c) **Inspection.** The City may inspect signs or other structures regulated by this section for compliance with this Code and to determine whether the sign needs to be removed or repaired. Inspections shall be required prior to the pouring of a footing for a freestanding sign to ensure that the sign meets required setbacks.
- (d) **Revocation.** All rights and privileges acquired under the provisions of this section or any amendment thereto are revocable at any time by the City Council, and all such permits shall contain this provision.


**Sec. 2.2304. Fees.**


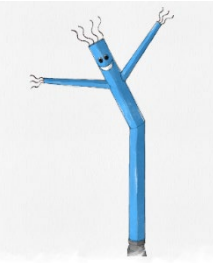

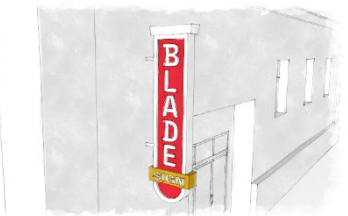
Every applicant, before being granted a permit hereunder, shall pay to the City of Slidell the permit fee for each such sign regulated by Chapter 7, Article I, Section 7-1. – Fees established within this ordinance. Fees must be paid to the Department of Building Safety, Permits & Code Enforcement.

**Sec. 2.2305. Definitions and Rules of Interpretation.**

Any classification of signs in this Code which purports to permit speech by reason of the type of sign, identity of the sign user or otherwise, shall be interpreted to allow commercial or non-commercial speech on a sign. No part of this section shall be construed to favor commercial speech over non-commercial speech, or one non-commercial message over another non-commercial message. To the extent that any provision of this section is ambiguous, the term shall be interpreted not to regulate speech based on the content of the message.

The following definitions shall be applicable to the provisions of this ordinance:

1.	<b>A-Frame or Sandwich Board sign.</b> Portable, moveable signs capable of standing without support or attachment. The term A-Frame Sign includes sandwich board signs.	
2.	<b>Attached sign.</b> Any sign attached to the exterior of a building (such as a wall, mansard, parapet, window, canopy, awning, arcade, or marquee).	

3.	<p><b>Awning sign or Canopy sign.</b> A sign that is mounted on a roofed shelter covering a sidewalk, driveway, or other similar area.</p>	
4.	<p><b>Balloon.</b> An individual or grouping of inflatable bag devices filled with gas/air, static or kept inflated by mechanical means, and often tied to poles or a horizontal support to serve as an attention-getting device. Includes inflatable air puppets and wind dancers.</p>	
5.	<p><b>Banner.</b> A temporary sign consisting of a piece of flexible material such as cloth or plastic sheet attached to one or more supports.</p>	
6.	<p><b>Beacon.</b> An upward facing light can or a series of light cans that move or rotate, but not including light cans that provide external illumination of a permitted sign.</p>	
7.	<p><b>Billboard.</b> Any sign with a sign face more than 210 square feet, whether freestanding or affixed to another structure, upon which posters or poster sheets can be mounted or pasted thereon or on which message(s) and/or illustration(s) can be painted or otherwise applied directly thereto.</p>	
8.	<p><b>Blade sign.</b> A sign attached to a wall in such a manner that the face of the sign is not parallel to the wall to which it is attached. This type of sign is sometimes referred to as a projecting sign.</p>	
9.	<p><b>Changeable copy sign.</b> A sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means or manually through placement of letters or symbols on a panel mounted in or on a track system. The two types of changeable copy signs are manual changeable copy signs and electronic changeable copy signs which include message center signs (EMCs), digital displays, and Tri-Vision Boards.</p>	
10.	<p><b>Complex sign.</b> An accessory permanent free-standing sign on the premises of a complex.</p>	
11.	<p><b>Complex.</b> A premises with one (1) or more buildings composed of two (2) or more occupiable spaces or interrelated parts of a development, which may include one (1) or more parcels.</p>	

12.	<b>Digital display.</b> A display of a sign message that is made up of internally illuminated components that displays an electronic image, which may or may not include text, and is capable of changing the message periodically. Digital displays may include, but are not limited to, television screens, programmable ink, LCD, LED, or plasma displays.
13.	<b>Drive-through sign.</b> A sign that exceeds two (2) square feet in area that is intended to be read by a walk-up customer or from the interior of a vehicle using drive-up or drive-through service.
14.	<b>Electronic Message Center (EMC).</b> A sign that is capable of displaying words, symbols, figures, or images that can be electronically changed by remote or automatic means.
15.	<b>Electric sign.</b> Any sign containing electric wiring. This does not include signs illuminated by a detached exterior floodlight.
16.	<b>External illumination.</b> Artificial light located away from the sign, and which lights the sign face. The source of external illumination may or may not be visible to persons viewing the sign from any street, sidewalk, or adjacent property.
17.	<b>Feather sign.</b> A vertical sign printed on a flexible material that is suspended on a curved pole.
18.	<b>Flag.</b> The term “Flag” shall mean any piece of cloth, or flexible material of any size, color, and design, hoisted on a flag pole permanently affixed to the ground, or displayed via a pole bracket permanently affixed to a building.
19.	<b>Flashing sign.</b> Any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such sign is in use. For the purpose of this Code, any moving illuminated sign, except digital billboards in compliance with this section, is considered a flashing sign.
20.	<b>Freestanding sign.</b> A sign that is supported by one (1) or more uprights or braced columns, poles, flat base or stands, or other similar structural components placed on or into the ground and not attached to any building or wall. Freestanding signs may include a changeable copy display. The term freestanding sign may be used to describe a ground mounted (aka monument) sign, pole sign, pylon, complex sign or billboard.
21.	<b>Frontage.</b> The length of a premises measured along the property line abutting a street right-of-way.
22.	<b>Ground-mounted or Monument sign.</b> A sign that extends from the ground or has support that places the bottom of the sign less than two (2) feet from the ground and not mounted on a pole.
23.	<b>Halo illumination.</b> A sign using a three-dimensional message or copy that is lit in such a way as to produce a halo effect. The halo effect is also known as back-lit illumination.
24.	<b>Illuminated sign.</b> Any sign in which an artificial source of light is used to convey or improve the visibility of a message.
25.	<b>Illumination.</b> A source of any artificial or reflected light, either directly from a source of light incorporated in or indirectly from an artificial source. Types of illumination include, but are not limited to internal, external, and halo.



26.	<b>Incidental sign.</b> Any sign that is not legible from a distance of more than three (3) feet beyond the lot line of the premises on which such sign is located; and any sign, logo, or decal, that is no greater than two (2) sq. ft. in area. Examples of incidental signs are signs for the purpose of wayfinding, warning, advertisement, or signs directed to pedestrian or vehicle traffic on a site.
27.	<b>Inoperable vehicle.</b> Any vehicle that cannot operate under its own power or is not currently legal for highway use. This definition is only applicable within this section for the regulation of signs and shall not conflict with the definition of inoperable vehicle in Chapter 16. For the purposes of a sign mounted or stored on a trailer, a trailer shall be considered operable if it is legal for highway use and has wheels.
28.	<b>Integral sign.</b> Signs for buildings when carved or etched into stone, concrete, or other building material, or made of bronze, aluminum or other permanent material or type of construction and made an integral part of the structure to which they are attached.
29.	<b>Internal illumination.</b> A light source that is concealed or contained within the sign and becomes visible in the darkness through a translucent surface. Message center signs, digital displays, and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this ordinance.
30.	<b>Laser lights.</b> A device or series of devices that emit one (1) or more intense beams of light.
31.	<b>Legal notice.</b> Posted notice of a rule, meeting, event, or action impacting rights, obligations, or duties.
32.	<b>Luminance.</b> An objective measurement of the brightness of illumination, including illumination emitted by an electronic sign. Luminance is measured in candles per square foot.
33.	<b>Manual changeable copy sign.</b> A sign or portion thereof on which the copy or symbols are changed manually through placement or drawing of letters or symbols on a sign face.
34.	<b>Marquee.</b> A constructed canopy with a top surface sloped less than twenty-five (25) degrees from the horizontal and less than ten (10) feet from the operable openings above or adjacent to the marquee's level.
35.	<b>Marquee sign.</b> A sign painted on or attached to the vertical side of or erected on the surface of a marquee.
36.	<b>Mural.</b> An image that is painted directly on an exterior building wall or uses a mosaic method of application. The definition of mural does not include applied vinyl cling wrap or similar techniques. For the purposes of administering these regulations, any portion of a mural that includes text, numbers, or punctuation (any characters on a standard keyboard) shall be regulated as an attached sign and shall be subject to the size limitation of attached signs.
37.	<b>Neon sign.</b> A sign illuminated by a neon tube, or other visible light-emitting gas tube, that is bent to form letters, symbols, or other graphics.
38.	<b>Nonconforming sign.</b> A sign that was in existence prior to the adoption of this ordinance which does not conform to the provisions of this Code.
39.	<b>Pennant.</b> Any piece of cloth or flexible material of any size, color, and design that is attached to a string, rope, filament, or wire.



40.	<b>Portable sign.</b> A sign which can be carried, towed, hauled, or driven and is primarily designed to be moved rather than be limited to a fixed location regardless of modifications that limit its movability and which is without a permanent foundation or otherwise permanently anchored to a fixed location on a building or the ground. A firmly anchored sign and therefore non-portable sign is any sign attached to a rigid support such as a wood or steel post which is firmly set in the ground and secured in a concrete base.
41.	<b>Premises.</b> Any lot, parcel, or unplatted tract, or any combination of contiguous lots or unplatted tracts held under single ownership.
42.	<b>Projected sign.</b> A sign created through the projection of light onto a wall or other surface.
43.	<b>Public or governmental signs.</b> Any temporary or permanent sign erected by a public official or entity or quasi-public entity at the federal, state, or local government level in the performance of any duty.
44.	<b>Public warning sign.</b> Any sign that warns the public of possible danger or informs the public of certain restrictions (such as "Beware of the Dog" or "No Trespassing").
45.	<b>Roof.</b> The top covering of a building or area designed and constructed to shield the area underneath from the weather.
46.	<b>Roof line.</b> The term "Roof Line" shall mean the top edge of the roof or top of the parapet, whichever forms the top line of the building silhouette.
47.	<b>Roof sign.</b> A sign located on or above the roof of any building and extends higher than the roof peak.
48.	<b>Sign.</b> Sign shall include any symbol, device, image, poster, flag, banner, billboard, or wayfinding sign, whether painted upon, attached to, erected on, or otherwise maintained on any premises containing any words, letters, or parts of letters, figures, numerals, phrases, sentences, logos, emblems, or devices by which information is made known, such as are used to designate an individual, a firm, an association, a corporation, a profession, a business or a commodity or product, which is visible from any public street and is used to attract attention. The term "Sign" shall not include the following: architectural elements incorporated into the structure or facade of a building; devices, displays, or structures that are visible only from the inside of a building.
49.	<b>Sign area.</b> The area of the sign face together with any frame or other material forming an integral part of the display or used to differentiate such sign from the background against which it is placed. Any structure, or part of a structure, which departs from standard architectural procedures in an attempt to attract attention to the premises by reason of color scheme, building shape, or unusual architectural features shall be considered part of the sign area and is subject to all pertinent regulations. Those portions of the supports, uprights, base of a sign or area used for street address that do not function as a sign shall not be considered as part of the sign area.
50.	<b>Sign face.</b> That area of a sign contained in a rectangular polygon enclosing the extreme points or edges of a sign, excluding support structures. For wall signs, the area contained in the smallest rectangular polygon encompassing all individual letters and/or graphics mounted on or painted on a building.
51.	<b>Snipe sign.</b> A sign which is attached to vegetation of any kind, landscape materials, utility poles, public infrastructure, or fences.

52.	<b>Streamer.</b> A long, narrow banner, flag, or pennant or series of banners, flags, or pennants.
53.	<b>Street address sign.</b> An attached sign that displays the numerical address of the building or premises in conformance with Chapter 7, Article IX of the City Code.
54.	<b>String or strip LED storefront lights.</b> LED lights arranged in a strip, string, or tube commonly used to light storefront windows and creating a bright light.
55.	<b>Temporary sign.</b> A sign that is intended for short-term display, including, but not limited to a banner, pennant, poster, or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like materials and that appears to be intended or is determined by the Planning Department to be displayed for a limited period of time.
56.	<b>Unsafe sign.</b> Any sign which because of its location, coloring, illumination, or animation interferes with motorist, cyclist, or pedestrian perception of vehicular or pedestrian traffic, intersectional traffic, traffic control devices, or traffic direction signs. Any sign which, because of its construction or state of repair, is likely to fall or blow down or cause possible injuries to passersby or property.
57.	<b>Vehicular sign.</b> Any sign affixed to an operable or inoperable vehicle.
58.	<b>Wall sign.</b> A sign attached parallel to or flat against the exterior wall of a building, display surface, or structure and extends no more than twelve (12) inches from the building.
59.	<b>Window sign.</b> A sign attached to, adhered to, suspended behind, placed on, or painted upon a window or glass door of a building that is visible from the exterior of the building.

**Sec. 2.2306. Signs Exempt from Specified Requirements.**

**Exhibit 2.2306** lists the types of signs that are exempt from specific requirements of this section and describes the extent of the exemption and related requirements for the specified type of sign.

**Exhibit 2.2306: Signs Exempt from Certain Provisions.**

Type of Sign	Description of Exemption
A-Frame or Sandwich Board Sign	No permit is required for one (1) sandwich board sign per public entrance in any commercially zoned district or the Olde Towne Preservation District, subject to the following limitations: (1) The maximum area shall not exceed six (6) square feet in area per sign face; (2) The sign may only be displayed during business hours; and (3) A minimum of four (4) feet of unobstructed public pedestrian access way shall be maintained at all times so the sign does not interfere with or create a safety hazard for pedestrians.
Holiday light display	Light displays may be installed by the City or on private property by property owners within 60 days of a holiday.

Type of Sign	Description of Exemption
Incidental Signs	<p>Limited to ten per site. No permit required for any sign that is not legible from a distance of more than three (3) feet beyond the lot line of the premises on which such sign is located; and any sign, logo, or decal, that is no greater than two (2) sq. ft. in area. With the exception of electric signs, signs not visible from public right-of-way or adjacent properties do not require a sign permit but may require a building permit. Electric signs are subject to electric permits and provisions of this Code related to illumination and speakers are also applicable.</p> <p>Stickers or engravings placed on equipment or machinery (vending machines, newspaper racks, fuel pumps and vehicles) are incidental signs. The definition of an incidental sign does not include applied vinyl cling wrap or similar techniques that provide complete coverage of the equipment or machinery.</p> <p>Snipe signs are not incidental signs.</p>
Integral Signs	<p>Limited to two (2) per site. No permits are required for wall signs when cut into any masonry surface or constructed of other incombustible materials and permanently incorporated into a building wall, provided the sign area does not exceed two (2) square feet of sign face.</p>
Flags	<p>Limited to three (3) per site. Any property owner wishing to display more than three (3) flags per site must request conditional use approval by the City Council.</p>
Legal Notices	<p>No permit required.</p>
Street Address Numbers	<p>No permit required for property address numbers provided in conformance with Chapter 7, Article IX - Numbering Buildings of the City Code of Ordinances.</p>
Temporary Signs	<p>No permit required for temporary signs that comply with the provisions of <b>Sec. 2.2315 – Regulation of Temporary Signs</b> unless specified in that section.</p>
Traffic Control Signs	<p>No permit required for signs in any district complying with the provisions of this code applicable to traffic control devices.</p> <p>Specific requirements for traffic control or district identification signs along Front Street:</p> <ol style="list-style-type: none"> <li>(1) Maximum allowable dimensions of five(5) feet high by four (4) feet wide.</li> <li>(2) Sign lettering must be a minimum of four inches condensed typestyle.</li> <li>(3) Signs must be constructed of polyurethane material and treated four by four wooden posts for lasting durability and quality.</li> <li>(4) Signs shall bear the City of Slidell seal. Colors shall be white (post), blue or teal (background), royal blue or white (letters).</li> <li>(5) Signs shall have low, permanent landscaping around the signs as approved by the City.</li> </ol>

Type of Sign	Description of Exemption
Vehicle Signs	<p>No permit required for vehicle signs that are either:</p> <ul style="list-style-type: none"> <li>(1) Painted on the body of an operable motor vehicle, with a total sign area of not more than sixteen (16) square feet per side of the vehicle; or</li> <li>(2) Permanently attached to an operable vehicle, with the total area of all attached signs measuring no more than sixteen (16) square feet per side of a vehicle and extending no more than eighteen (18) inches above or below the part of the body of the vehicle to which they are attached.</li> </ul>
Window sign	<p>No permit required for a sign attached to, suspended behind, or placed or painted upon, the window or glass door of a building that is visible from the exterior of the building. Window signs may not exceed a cumulative area of four square feet per site and must not cover more than 10% of the cumulative window area on a building. Only one window sign per site may be internally illuminated or include neon components and such signs must be located inside of a building.</p>

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**Sec. 2.2307. Prohibited Signs.**

The signs listed in **Exhibit 2.2307** are prohibited or limited based on the conditions established herein.

**Exhibit 2.2307: Prohibited Signs.**

Type of Sign	Description of Prohibition
Animated Sign	Any sign with animated parts or changing images except as authorized for Electronic Message Centers (EMCs) pursuant to <b>Sec. 2.2313 – Regulation of Electronic Message Centers.</b>
Electronic Message Center	Other than those authorized by <b>Sec. 2.2313 – Regulation of Electronic Message Centers.</b>
Flashing Light or Beacon	All are prohibited, except as permitted pursuant to <b>Sec. 2.2315 - Regulation of Temporary Signs.</b>
Projected Sign	All are prohibited with the exception of temporary projected signs in residential districts as part of a holiday display for a maximum of 30 days.
Illegal Signs	Signs that have not received required permits, do not comply with a valid permit, and other signs that fail to comply with the provisions of this section are prohibited. See <b>Sec. 2.2318 – Removal of Unsafe and Illegal Signs.</b>
Inflatable or Balloon Sign	All are prohibited, except as permitted pursuant to <b>Sec. 2.2315 - Regulation of Temporary Signs.</b>
Obscene Signs	It shall be unlawful for any person to display upon any sign or other advertising structure any obscene matter as defined by <b>Louisiana Revised Statutes Title 14, § 106.</b>
Portable Signs	All portable signs are prohibited with the exception of A frame/sandwich board signs authorized by <b>Sec. 2.2311 – Regulation of Signs in the Olde Towne Preservation District.</b>
Revolving, Rotating, Twirling or other Moving Signs or Sign Parts	All are prohibited when containing or consisting of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly moving devices or signs which may move or swing as a result of wind pressure or mechanical means.
Roof Signs	All are prohibited. Attached signs that are on a mansard roof but are below the roof line are not prohibited.
Signs Containing a Mirror or Reflective or Phosphorescent Surface	All are prohibited.
Signs Emitting Sound, Vapor, Smoke, Odor, Particles or Visible Matter	All are prohibited.

Type of Sign	Description of Prohibition
Signs in Fresh Water Wetland or Salt Marsh Areas	All are prohibited, except for public or governmental signs.
Signs in Public Right-Of-Way or City-Owned Property	No sign other than a sign placed by a local, state or federal authority may be placed within public right-of-way or City-owned property, except as authorized by <b>Sec. 2.2311 – Regulation of Signs in the Olde Towne Preservation District.</b>
Signs Incorporating Any Laser Light	All are prohibited, except as permitted pursuant to <b>Sec. 2.2315 - Regulation of Temporary Signs.</b>
String or strip LED storefront lights	All are prohibited.
Signs Obstructing Egress	No sign shall be erected, relocated, or maintained so as to prevent free ingress to or egress from any door, window, or fire escape. No sign of any kind shall be attached to a standpipe or fire escape.
Signs or Sign Structures Interfering with Traffic	This includes signs that obstruct the view of or may be confused with a traffic control or safety sign, or any official marker erected by City, state, or federal authority. It also includes signs that obstruct or impair driver vision at intersections of streets and/or driveways.
Feather Signs	All are prohibited.
Snipe Signs	This includes but is not limited to signs attached to or painted on natural features, utility poles or fence posts. It shall be unlawful for any person to attach any snipe sign to vegetation of any kind, landscape materials, utility poles, public or governmental signs, or fences.
Unsafe signs	See <b>Sec. 2.2318 – Removal of Unsafe and Illegal Signs.</b>
Vehicle Sign on inoperable vehicle	<p>Vehicle sign on any vehicle that:</p> <ul style="list-style-type: none"> <li>a. Is parked or placed within 100 feet of any street and is visible from any street;</li> <li>b. Is parked for more than forty-eight (48) hours; or</li> <li>c. Occupies a required parking space for more than forty-eight (48) hours.</li> </ul> <p>Signs placed on portable storage containers or “PODS” shall be considered prohibited vehicle signs and must be removed accordingly.</p>

**Sec. 2.2308. General Sign Requirements.**

(a) **Placement of signs.**

- (1) No person shall construct any sign without the written permission of the owner or other person in lawful possession or control of the property on which such sign is located.



- (2) No person shall erect a sign on public property other than the governmental entity responsible for such property or public utility companies or contractors occupying or working on public property pursuant to government contract or franchise. Any unauthorized sign in the right-of-way may be collected and disposed of immediately by the City.
  - (3) Subdivision entrance monument signs may be placed on private property or in public right-of-way in accordance with Section 2.2309 of this code, which also stipulates that any such signs in a right-of-way must be approved by City Council prior to their construction.
  - (4) Any detached sign that is 210 square feet or more shall be considered a billboard for regulatory purposes of this code, and as such shall only be allowed along interstate corridors in accordance with Section 2.2312 of this code.
  - (5) No signage shall be permitted on a site without a building. Billboards shall be the only exception to this when installed in accordance with the billboard requirements within this code.
- (b) **Wind pressure and dead load requirements.** All freestanding signs and sign structures shall be designed to meet wind pressure and deadload requirements in accordance with the International Building Code (IBC). Signs shall be certified by a registered civil or structural engineer as designed in accordance with section IBC requirements.
- (c) **Sign illumination.** Signs can be illuminated by either exterior or interior lighting subject to the following restrictions:
- (1) Except as otherwise specifically permitted in this section, signs shall not contain any intermittent, moving, blinking, flashing, oscillating, scrolling, or fluttering lights or animated parts; nor shall any device be used that has a changing light intensity, brightness of color, or give such illusion, except as otherwise specifically permitted by this section.
  - (2) Except for authorized EMCs, neon, and neon-style LED signs, the light source for any illuminated sign shall not be directly visible from adjacent streets or property as measured at the property line.
  - (3) Externally installed exposed neon tubing or LED equivalent style component as part of a sign and/or on the exterior of a building shall only be permitted in the Olde Towne Preservation District when designed and installed in accordance with district standards.
  - (4) Backlight silhouetted halo sign letters and graphics shall be permitted, provided the light source is fully concealed from visibility from any right-of-way as measured from the closest right-of-way to the site and sign in question.
  - (5) For all signs, the level of illumination emitted or reflected from a sign shall not be of intensity sufficient to constitute a demonstrable hazard to vehicular traffic or pedestrians on any right-of-way or parking lot from which the sign may be viewed. In no event shall a sign face increase nighttime ambient illumination by more than 0.3 foot-candles when measured perpendicular to the digital sign face at a distance of 150 feet using a foot-candle light meter to measure.

- (6) Illuminated signs within or on a property abutting a residential district shall be at least twenty-five (25) feet from the nearest residential property line.
  - (7) If illuminated, sign illumination shall not interfere with the visibility of, or obscure, an official traffic sign, device, or signal.
  - (8) If the City receives a complaint about a sign in violation of this requirement regarding sign illumination, the property owner shall be required to submit a manufacturer's or engineer's report with technical details explaining that it complies with the standards in this section within 10 calendar days. If such report is not submitted to the City within 10 days of notification, the sign must be disabled or removed.
- (d) **Required signs.** Where a federal, state, or local law requires a property owner to post a sign on the owner's property to warn of a danger or to prohibit access to the property either generally or specifically, the owner must comply with the federal, state, or local law.
  - (e) **Traffic control devices.** Traffic control devices on private or public property must be erected and maintained to comply with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
  - (f) **Address signs.** Each property owner must mark their property using numerals that identify the address of the property in conformance with the **Chapter 7, Article IX – Numbering Buildings** of the City's Code of Ordinances.



**Sec. 2.2309. Regulation of Signs in Residential Districts.**

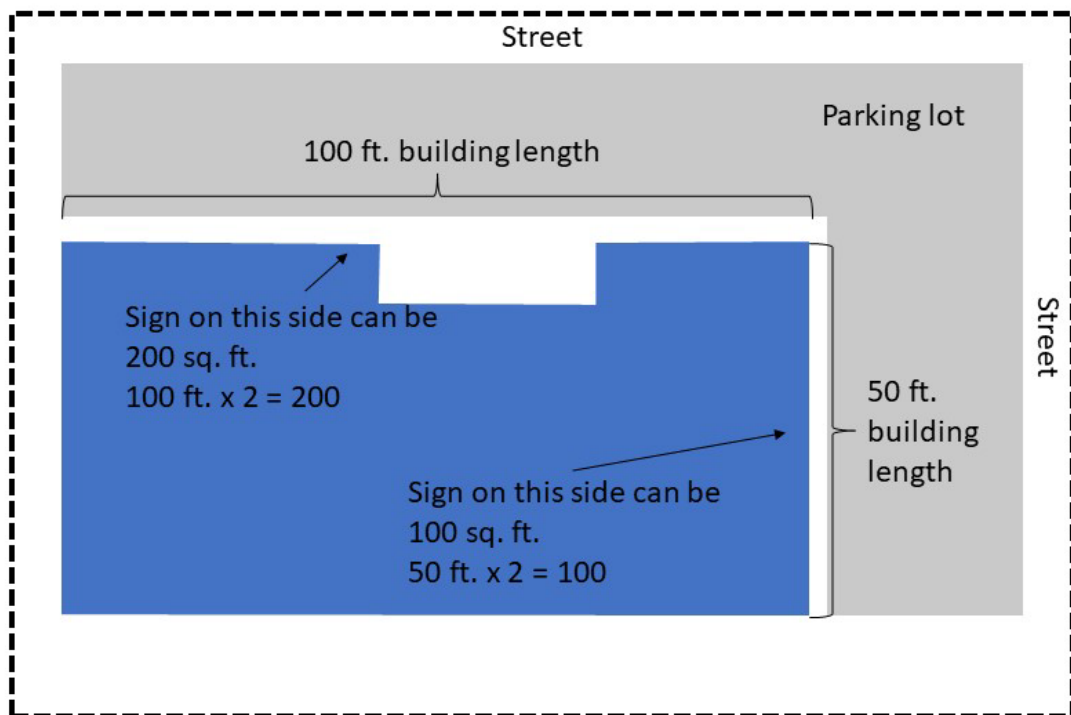
Use	Allowed Sign Type	Max. Number	Max. Sign Area	Max. Height	Additional Requirements
Multi-family complex site consisting of four (4) or more dwelling units	Monument sign or attached wall sign	One (1) per site	Sixteen (16) square feet	Four (4) feet	Must be set back a minimum of ten (10) feet from a public right-of-way; may be internally or externally illuminated.
Nonresidential uses permitted in the A-9-C Apartment-Commercial District and Residential Redevelopment District with an active occupational license					
Any non-residential use not otherwise specified in this table	Wall sign	One (1) per site	Nine (9) square feet	N/A	May be internally or externally illuminated.
Planned Unit Development or major subdivision of record	Subdivision entrance monument sign <b>on private property</b>	One (1) per development or subdivision	Thirty-two (32) square feet	Three (3) feet	Must be set back a minimum of five (5) feet from a raised curb.
	Subdivision entrance monument sign <b>on a right-of-way</b>				Shall be subject to the conditions of an agreement for use of public right-of-way that has been approved by the City Council; must comply with the intersection visibility requirements of <b>Sec. 2.2201 of Sec. 2.22 Supplementary Regulations, Appendix A Zoning.</b>
All uses	Temporary signs	In accordance with <b>Sec. 2.2315 – Regulation of Temporary Signs.</b>			

**Sec. 2.2310. Regulation of Signs in Commercial (C) and Industrial (M) Zones.**

(a) **Generally.**

- (1) *Applicability.* The regulations in this section apply to all C, A-5, and M zoning districts, except as otherwise modified through the planned district development approval process.
- (2) *Electrical service.* Any electrical service provided to freestanding signs or ground-mounted/monument signs shall be provided by wiring run underground from either an on-site building or electrical connection.
- (3) *Calculation of attached sign area.*
  - a. For the purposes of this subsection and the calculation of attached sign area, building width shall be measured in a straight line connecting the two (2) corners of the building and running parallel to the applicable public street or parking lot that the building faces (see **Exhibit 2.2310-1**).

**Exhibit 2.2310-1: Measuring Building Width to Calculate Attached Sign Area.**



- b. If attached signs are not displayed where such signage is permitted, such signage may be used on the side of the building where signage is not permitted, provided that the sign is not located on the side of a building that abuts a residentially zoned property.

(b) Signs allowed in commercial and industrial zones except the C-1 and C-1A.

Exhibit 2.2310 (b).

Allowed Sign Type	Maximum Number	Maximum Area	Maximum Height	Additional Requirements
Freestanding sign	One (1) per street frontage	<p><u>For signs set back 5-20 feet from the right-of-way:</u> 1 square foot of sign area per linear foot of street frontage on the side where the sign will be located, up to a maximum of 210 square feet of signage.</p> <p><u>For signs set back 20+ feet from the right-of-way and for signs within 100 feet of an interstate or highway:</u> 1.5 square foot of sign area per linear foot of street frontage on the side where the sign will be located, up to a maximum of 210 square feet of signage.</p>	<p>Twenty (20) feet; this height may be increased to sixty (60) feet for signs on lots abutting an interstate highway provided that the sign is located within 100 feet of the interstate highway right-of-way.</p>	<p>May not be located on any street frontage that faces a residential district.</p> <p>Must have a minimum set back of five (5) feet from any property line.</p> <p>Must be located a minimum of ten (10) feet from any overhead utility line.</p>
Multi-tenant free-standing complex signs <b>limited to sites with over 450 feet of frontage</b> along a public right-of-way	One (1) sign per each building that is at least fifty (50) feet from another building	2 square foot of sign area per linear foot of street frontage on the side where the sign will be located, up to a maximum of 210 square feet of signage.	Twenty (20) feet	Signs must be at least fifty (50) feet from the nearest sign.
Marquee signs limited to <b>multi-tenant complexes</b>	One (1) per building	Sign area shall be calculated as part of the permitted attached sign area; marquee sign may not exceed one hundred (100) square feet per face.	N/A	Sign shall not have more than two (2) faces.

Attached (wall) sign	Up to two (2) per building façade with a public entrance.	Two (2) times the width in feet of the building wall on which it is attached.  See <b>Sec. 2.2310(a)(3)</b> for details regarding the calculation of sign area.	The sign may not extend above the highest point of the roof.  Attached signage may be placed on a mansard roof, but shall not be above the roof peak.	Not permitted on the side of a building that abuts a residentially zoned property.  The lowest point of signs mounted on the side of a wall, shall not be less than eight (8) feet above grade.
Blade sign	Shall count toward attached sign number limit.	Shall count toward attached sign area limit.	N/A	Must not project more than five (5) feet horizontally from a building.  Must be no less than eight (8) feet above the sidewalk below the sign.  Must not project into or over vehicular access drives, property lines, required setback areas, or required landscape planting areas.
Freestanding drive-through signs	Two (2) per vehicular drive-through lane.  Drive-through signs do not count toward maximum number of freestanding signs.	Thirty-two (32) square feet per sign.	Fifteen (15) feet as measured from adjacent grade (the ground) to the top of the sign structure and shall include the sign cabinet.	Illuminated signs shall be screened from view from residentially zoned property.  Speakers shall comply with <b>Sec. 13.1 – Noise</b> of the City Code and shall not face a lot that is zoned for residential use.

(c) Signs allowed in the C-1 and C-1A districts.

Exhibit 2.2310(c).

Allowed Sign Type	Maximum Number	Maximum Area	Maximum Height	Additional Requirements
Free Standing or Monument sign.	One (1) per street frontage.	Forty (40) square feet.	Five (5) feet.	<p>May not be located on any street frontage that faces a residential district.</p> <p>Must have a minimum set back of five (5) feet from any property line.</p> <p>Must be located a minimum of ten (10) feet from any overhead utility line.</p>
Blade sign.	Shall count toward attached sign number limit.	Shall count toward attached sign area limit.	N/A	<p>Must not project more than five (5) feet from the building and must be no closer than two (2) feet from the edge of sidewalk pavement or access drive, and no less than eight (8) feet above the sidewalk below the sign.</p>
Attached (wall) sign.	Up to two (2) per building façade with a public entrance.	<p>Two (2) times the width of the wall in linear feet on which the sign is attached.</p> <p>For multi-tenant buildings, individual tenant sign areas shall not exceed two (2) times the width of the frontage of the tenant's leased space in linear feet.</p> <p>See <b>Sec. 2.2310(a)(3)</b> for details regarding the calculation of sign area.</p>	<p>Sign may not extend above the highest point of the roof.</p> <p>Attached signage may be placed on a mansard roof, but shall not be above the roof peak.</p>	<p>The lowest point of signs mounted on the side of a wall, shall not be less than eight (8) feet above grade.</p>

**Sec. 2.2311. Regulation of Signs and Murals in the Olde Towne Preservation District.**

- (a) **Standards of underlying zoning district apply.** Except as otherwise provided in this section, signs in the Olde Towne Preservation District shall comply with the regulations applicable to the underlying zoning district.
- (b) **Signs must also conform to the surrounding area character.** In addition to complying with the standards and procedures for signs in the underlying zoning district, signs in Olde Towne Preservation District require an approved Certificate of Appropriateness (COA) from the Olde Towne Preservation District Commission (OTPDC) in order to be eligible for a permit for construction. A COA is not a permit and does not authorize approval of proposed sign construction.
- (c) In determining whether to grant a COA, the OTPDC shall consider only whether the color, size, position, method of attachment or application, durability or texture of materials, or typeface of such sign:
  - (1) Is consistent with the distinctive character of the Olde Towne Preservation District and the surrounding block or neighborhood; and
  - (2) Will not injuriously affect the character of the Olde Towne Preservation District or impair the value to the community of those buildings having architectural or historical worth.

Under no circumstances shall the OTPDC act on a Certificate of Appropriateness (COA) for a sign or mural based on the content or message conveyed within a sign or mural.
- (d) **Prohibited placement.** No sign shall be displayed or placed in any manner that will disfigure or conceal any contributing element to the architectural design or detail of any building.
- (e) **Illuminated signs.** Illuminated signs are permitted in the Olde Towne Preservation District subject to review and approval by the OTPDC for appropriateness with surrounding historic context and in accordance with the following:
  - (1) Concealed lighting is recommended.
  - (2) Bulbs may not be exposed.
  - (3) Exposed neon or LED equivalent tubing as part of any sign and/or on a building may be permitted when designed and installed in accordance with district standards.
  - (4) Lighting should enhance the sign as well as the building on which it is mounted and conform to the criteria in paragraph (c) of this section.
- (f) **Electronic message center (EMC) signs.** Electronic message center signs or digital display signs are not permitted in the Olde Towne Preservation District. Legally established electronic message center signs in use on or before 12 June 2018 are legal nonconforming signs.

(g) Sign design standards for the Olde Towne Preservation District.

Exhibit 2.2311 (g).

Allowed Sign Type	Maximum Number	Maximum Area	Maximum Height	Additional Requirements
Murals	One (1) per site	May not extend beyond the edges of a building wall or façade. Any portion of a mural that includes text, numbers, or punctuation (any characters on a standard keyboard) shall be regulated as an attached sign and shall be subject to the size limitation of attached signs.	N/A	Must be reviewed and permitted in accordance with <b>Sec. 2.2312 Regulation of Murals.</b>
Blade sign	One (1) per site	Shall count toward attached sign area limit	N/A	Must not project more than five (5) feet from the building.  Must be no closer than two (2) feet from the edge of sidewalk pavement or access drive.  Must be no less than eight (8) feet above the sidewalk below the sign.
Attached (wall) sign	One (1) for each exterior entrance; a building on a corner lot that faces two streets may have one (1) attached sign	Shall follow the maximum area in the underlying zoning district	Shall follow the underlying zoning district	

	on each street facing side.			
Monument sign.	One (1) per street frontage.	Forty (40) square feet.	Five (5) feet.	<p>May not be located on any street frontage that faces a residential district.</p> <p>Must have a minimum set back of five (5) feet from any property line.</p> <p>Must be located a minimum of ten (10) feet from any overhead utility line.</p>

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## Sec. 2.2312. Regulation of Murals.

- (a) **Placement.** A mural shall only be allowed on vertical surfaces of permanent construction within a defined property. Murals outside of a non-residential zoning district or the Olde Towne Preservation District are prohibited.
- (b) **Area.** A mural may not extend beyond the edges of a building wall or façade but may be applied to multiple sides of a building. For the purposes of administering these regulations, any portion of a mural that includes text, numbers, or punctuation (any characters on a standard keyboard) shall be regulated as an attached sign and shall be subject to the size limitation of attached signs.
- (c) **Materials.** A mural may be applied using paint applied directly to an exterior wall or mosaic material. A mural may not include any sign cabinet components; if such elements are proposed, the subject sign shall be considered an attached sign. Mural materials shall be durable and weather resistant to prevent premature deterioration or other unintended change in appearance. Mural materials must be appropriate to the outdoor location and climate.
- (d) **Electrical and lighting requirements.** A mural shall not include integrated illumination, electrical, or moving components but may be illuminated by non-integrated light source.
- (e) **Review.**
  - (1) Proposed murals in the Olde Towne Preservation District shall be reviewed by the Olde Towne Preservation District Commission prior to issuance of a Certificate of Appropriateness.
  - (2) Murals in zoning districts outside of the Olde Towne Preservation District shall be subject to administrative review and permitting by the Planning Department Director.
  - (3) In the review of a mural, the Olde Towne Preservation District Commission and the Planning Department Director may only consider whether a mural meets the placement, area, materials, and electrical and lighting requirements in (a) through (d) of this section. Review of proposed murals must not consider the content or message conveyed in a mural.
- (f) **Application requirements.** Applicants proposing a mural must submit the following documents to the Planning Department for review and approval. Incomplete mural permit applications will not be accepted for review:
  - (1) A notarized affidavit signed by the property owner granting permission to place the mural on the structure.
  - (2) A site plan showing the lot and structural dimensions and indicating the proposed location of the mural.
  - (3) A scaled drawing and color photo of the structure showing: the proposed mural's dimensions in linear feet; area in square feet and placement of the mural; and the dimension of the vertical surface(s) upon which the mural is proposed.
  - (4) A scaled, colored drawing of the proposed mural.
  - (5) Proposed maintenance plan and schedule that indicates who is responsible for maintenance.

- (6) A description of the paint or mosaic media to be used and the surface on which the mural will be applied.
- (e) **Maintenance and Enforcement.**
- (1) Murals must be maintained free of chipping or peeling paint, debris, or damaged elements.
  - (2) If a property features a mural that receives a violation for either lack of maintenance or for violation of the design and procedural provisions in this code, the mural must be made to comply with this code within 30 days of notice of violation, otherwise the mural shall be painted over by the City with the property owner responsible for the costs of such action.

## **Sec. 2.2312. Regulation of Billboards.**

- (a) **Administration of billboard regulations.**
- (1) Any sign exceeding 210 square feet shall be considered a billboard in accordance with the sign definitions in this code.
  - (2) Billboards shall be considered an accessory use and are allowed on an undeveloped lot or on a lot with a primary structure.
  - (3) All billboards are required to receive a permit prior to their construction and shall be reviewed through the Sign and Building Permit application process.
  - (4) Minimum requirements for a billboard application. In addition to above application requirements, applicants for a billboard must also provide evidence of applicable and active LA-DOTD permit(s) in process.
- (b) **Limited location along Interstate Corridors.** Billboards may only be located along Interstate corridors established in compliance with applicable state regulations and the following standards:
- (1) An interstate corridor includes all properties fronting on the interstate or on a LA DOTD designated service road abutting I-10, I-12 and/or I-59.
  - (2) Billboards must be a minimum distance of 3,000 feet from any other billboards, measured radially, and billboards must be setback from the interstate or service right-of-way a minimum of twenty-five (25) feet.
  - (3) No billboard shall be constructed, erected, placed, or replaced closer than three hundred (300) feet from the nearest residence.
  - (4) The minimum ground clearance for the billboard is eight (8) feet.
  - (5) Maximum height shall align with state (DOTD) requirements applicable to the site.
- (b) **Digital Display.** Digital displays shall comply with all of the following:
- (1) Each message shall have a minimum hold time of eight (8) seconds.
  - (2) Transition between messages shall be instantaneous.
  - (3) No flashing, animation, scrolling, fading or motion is permitted.

- (4) Digital billboards shall come equipped with a light sensing device that automatically adjusts the brightness in direct correlation with ambient light conditions.
- (5) Digital billboards shall be programmed with a static default message or image so that if a malfunction occurs, the default message shall freeze the display in one (1) position.
- (c) **Nonconforming Billboards.** Existing billboards located in the City but not along an interstate corridor are legal nonconforming signs. Legal nonconforming billboards can either be dismantled and removed or be converted to digital displays subject to the requirements of subsections (d) and (e) below before 31 December 2030. After that date, only converted billboards will be considered as permanent accessory structures not subject to immediate removal.
- (d) **Digital conversion of legal nonconforming billboards.** Upon request, billboard sign faces that are part of a legal, nonconforming billboard may convert all of one or both sign faces to a digital display prior to the 31 December 2030 removal deadline, subject to the following:
  - (1) No increase in square footage of existing billboards shall be allowed;
  - (2) **Billboards prohibited from conversion.** Billboards listed in **Exhibit 2.2312-1** shall not be converted to a digital display due to the close proximity to the Olde Towne Historic Preservation District, where large electronic message centers are incompatible with district character.
  - (3) The billboards listed in Exhibit 2.2312-1 must be removed by December 31, 2030.

**Exhibit 2.2312-1: Billboards Not Allowed to Be Converted to Electronic Message Centers.**

Billboard location (postal address)	CBS Panel#	Number Panels	Latitude	Longitude
1380 Front Street (one side already converted)	07-16090	1	30.283	-89.78
1410 Front Street (not yet converted)	07-16100	2	30.282	-89.781
	07-16110			
1604 Front Street (not yet converted)	07-11300	2	30.28	-89.781
	07-11310			
2528 Front St. (Front Street and Bayou Patassat) (not yet converted)	07-12220	4	30.271	-89.786
	07-12240			
	07-12450			
	07-12700			
1495 Gause (Gause and Lakewood) (not yet converted)	4124	2	30.285	-89.759
	4125			

## Sec. 2.2313. Regulation of Electronic Message Centers.

### (a) Generally.

- (1) Electronic Message Centers (EMCs) are increasingly deployed to provide an economic advantage to a business owner able to convey multiple displays. If unregulated, EMCs can create hazards to vehicular traffic and become a nuisance to neighboring properties.
- (2) The provisions of this section do not apply to the conversion of billboards to electronic message centers pursuant to **Sec. 2.2312 – Regulation of Billboards**.
- (3) In no event shall an EMC sign face increase nighttime ambient illumination by more than 0.3 foot-candles when measured perpendicular to the digital sign face at a distance of 150 feet using a foot-candle light meter to measure. The burden of proving compliance with this standard shall be on the property owner and not on the City.
- (4) If the City receives a complaint about a sign in violation of this requirement regarding sign illumination, the property owner shall be required to submit a manufacturer's or engineer's report with technical details explaining that it complies with the standards in this section within 10 calendar days. If such report is not submitted to the City within 10 days of notification, the sign must be disabled or removed.

### (b) Prohibited. EMCs are prohibited in the Olde Towne Preservation District.

### (c) Commercial Districts. Freestanding signs in commercial districts, other than the C-3 Central Business District, may include up to one hundred percent (100%) of permitted sign face area as an EMC subject to the requirements for number, location, and size required for the district and the following:

- (1) **High Definition (HD) Resolution.** EMC displays shall have HD resolution displays that do not pixelate.
- (2) **Luminance.** EMCs shall have an automatic dimmer that limits the brightness based on ambient light conditions.
- (3) **Frequency of message change and transitions.** Each display on an EMC shall have a hold time of not less than eight (8) seconds. Transitions shall not include any animation, blinking or flashing and shall not include any blank screens. For EMCs that are divided into multiple frames, not more than one (1) frame may change in any way, other than brightness, more than once per day, unless all frames change concurrently.
- (4) **Animation.** EMCs shall not include any animation that creates the appearance of motion.
- (5) **Default Settings.** EMCs shall be programmed with a static default message or image so that if a malfunction occurs, the default message shall freeze the sign in one (1) position.

### (d) Non-conforming sign conversion to EMC prohibited. No EMC shall be installed as part of or in place of any non-conforming sign unless the sign is brought into full compliance with the provisions of this Code.

### Sec. 2.2315. Regulation of Temporary Signs.

- (a) **Generally.** Subject to the sign area limitations and the provisions of this section, temporary signs shall:
  - (1) Be allowed in any zoning district;
  - (2) Not be located within any right-of-way whether public, dedicated or owned in fee simple, or as an easement;
  - (3) Not be placed on any utility pole, streetlight, vegetation of any type, or on public property;
  - (4) Not be illuminated.
  - (5) Not be displayed for more than seven (7) days.
- (b) **Standards.** Temporary signs are subject to the following standards, unless otherwise specified by this section:
  - (1) **Maximum number.** Up to three (3) temporary signs are allowed per lot.
  - (2) **Area.** Total allowable cumulative area of all temporary signs must not exceed 32 s.f.
- (c) **Other temporary signs.** Other temporary signs listed below are subject to the following limitations.
  - (1) **Beacons.** Beacons are only allowed in C and M zoning districts. In these zones, a revolving beacon or laser light upon the premises may be displayed for a period that shall not exceed five (5) days upon issuance of a sign permit for a special event. Such displays shall be permitted no more than four (4) periods per calendar year. The revolving beacon or laser light shall be securely attached to its transporting vehicle and shall not project into the public right-of-way or obstruct the vision of vehicles or pedestrians who may be entering or exiting the premises. Equipment used to operate equipment shall be subject to the provisions of **Sec. 46-1 - Noise of this Code**.
  - (b) **Balloon signs.** On a non-residential developed parcel, a balloon may be displayed once per calendar year for up to seven (7) days upon issuance of a sign permit for a special event, provided the balloon shall be securely attached to the ground or building and shall not project into the public right-of-way or obstruct the vision of vehicles or pedestrians who may be entering or exiting the premises. The balloon shall be removed from the premises upon the expiration of the permit.
  - (c) **Temporary signs installed by the City of Slidell.** In the course of governance or service provision, the City may have need to install temporary signs to preserve the health, safety, and welfare of residents and perform traditional government functions. The City may install temporary signs that do not comply with the design or duration requirements of this section.

### Sec. 2.2316. Sign Maintenance.

- (a) **Generally.** All signs shall be maintained in good structural condition. All signs shall be kept neatly painted, excluding galvanized or rust resistant metals. All sign

cabinets must be enclosed with a sign face or panel. **This panel may be blank but may not be composed of plywood or wood planks.**

- (b) **Authority to correct or remove.** The building official or designee shall inspect and shall have authority to order the painting, repair, alteration, or removal of a sign which constitutes a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation (e.g., faded, torn, damaged, broken, or weathered) or obsolescence. Such removal shall be at the expense of the owner of the sign or the owner of the property upon which the sign is located pursuant to **Sec. 2.2318 – Removal of Unsafe and Illegal Signs.**

**Sec. 2.2317. Nonconforming Signs.**

- (a) Any sign lawfully erected prior to the effective date of this ordinance and in compliance with this ordinance, with the exception of billboards as listed in **Exhibit 2.2312-1**, shall not be required to be removed but may not be enlarged in any dimension.
- (b) Subject to issuance of a sign permit, the face of a non-conforming sign may be replaced with a new sign face equal in size.

**Sec. 2.2318. Removal of Unsafe and Illegal Signs.**

- (a) **Immediate removal authorized.** If the building official or their designee finds that any sign regulated herein is an immediate peril to persons or property or is found to be unsafe or illegal, the building official or their designee shall cause it to be removed summarily and without notice. Removal of such sign shall be at the expense of the business owner and/or owner of the property on which the sign is located.
- (b) Signs or sign remnants determined by the building official to have one of the following qualities shall be removed within five (5) days after written notification by the City:
  - (1) Unsafe or insecure sign or debris/remnants of a sign;
  - (2) Illegal signs; or
  - (3) Signs that are a menace to the public.

**Sec. 2.2319. Violations.**

Any violation of this ordinance shall be subject to the provisions of **Sec. 11-808** of the City Code.

**Sec. 2.2320. Severability Clause.**

The sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance are declared unconstitutional or invalid by the judgement of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

\* \* \*

**6. Remove the specific sign regulations within Appendix A, Part 2, Sec. 2.26. – Residential Redevelopment District as follows:**

\* \* \*



**2.2611 Regulations for conditional uses in the residential redevelopment district are: C-2 neighborhood commercial district.**

\* \* \*

(2) Lot size:

\* \* \*

~~(d) — Signs: Section 2.2307 of the Sign Ordinance No. 1490 shall apply. In addition, a freestanding sign shall not exceed ten feet in height.~~

\* \* \*

**7. Amend regulations within Appendix B, Part 3, Section 3.2. – Residential design standards, Section 3.203 Multifamily design standards, to maintain content-neutrality consistent with the rest of the sign code amendments herein, as follows:**

\* \* \*

B. Building standards.

\* \* \*

13. Pedestrian facilities and amenities. Pedestrian improvements in multifamily developments shall be in accordance with the standards and requirements as set out in Section 2.6, A-3 Multifamily residential. Additional requirements include:

\* \* \*

c. In conjunction with each pedestrian zone and for each ten dwelling units, or portion thereof, there shall be one bench or picnic table and one trash receptacle accessible by a sidewalk, walkway, or path that is located no more than 25 feet from a building entrance. Benches, tables, and trash receptacles shall be anchored to the ground, of an earth tone color, and shall not contain signs ~~or advertising~~. Each shall be constructed of a non-corrosive, weather-resistant material, excluding wood. Single family attached and duplex dwellings are exempt from this requirement.

\* \* \*

**8. Include specific language in the ordinance amending the sign code to spread awareness among the community regarding the timelines for implementation and compliance, as follows:**

**This ordinance shall become effective 30 days following Council adoption. Sites containing temporary or window signage out of compliance with these requirements may be cited upon City observation of noncompliance and must be removed immediately upon the effective date.**





Planning Department

**Preliminary Staff Report  
Case No. T23-02**

**Text Amendment  
Tree and Landscape**

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**Petitioner(s):** Administration

**Location:** Citywide

**Zoning:** All Districts

**Planning & Zoning Commissions**

**Request:** Update Tree Preservation, Landscape, and Public Tree Management regulations to reflect best practices and industry standards, to improve application development and review, and streamline code interpretation and administration.

**Consent Agenda:** July 17, 2023

**Public Hearing:** August 21, 2023

**City Council (tentative)**

**Consent Agenda:** TBD

**Public Hearing:** TBD

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**RECOMMENDATIONS:**

**Planning Department**

**Zoning Commission**

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**A. PURPOSE and BACKGROUND**

1. The recently adopted Slidell 2040 Comprehensive Plan, Chapter 3: Housing and Neighborhoods identifies “Preserv[ing] the City’s tree canopy,” as a key goal of the Plan. One way the Plan strategizes to advance this goal is by “limit[ing] tree removals by enforcing the tree removal permit process and requiring appropriate landscaping for new development and redevelopment sites (Strategy H-5-1).”
2. In furtherance of implementing the Comprehensive Plan, a series of meetings were held in late 2022 and early 2023 that included members of the city administration, council, departments and divisions, including engineering, building safety and permits, code enforcement, and planning and zoning. As part of these meetings, challenges to the city’s growth and prosperity were discussed, wherein the need to update the City’s tree preservation, landscape, and public tree management regulations to be more consistent with national and state standards and best practices; as well as to improve the interpretation and administration of the code were elevated as a key priority for all.
3. The prioritization of tree and landscaping standards was largely due to: (1) the lack of both regulation and procedural clarity and resulting inevitable delays and inconsistent application of standards creating hardships for local businesses and the city administration, (2) a mutually agreed upon recognition of the “out-of-date” nature of current standards, which have not been substantially edited since their original adoption in 1995, and (3) a general acknowledgement of the need to more clearly reflect the value the community has attributed to tree preservation in the Plan, as well as better promote and identify tree and landscaping benefits advanced by scientific and professional fields since these standards were originally adopted in 1995.
4. Insight and feedback from interviews and meetings identified the need to update and amend current tree and landscaping regulations in the City Code of Ordinances to:

- a. Support implementation of the Comprehensive Plan, improve quality of life in the city, and advance economic development initiatives;
  - b. Align regulations with industry standards and best practices;
  - c. Streamline and improve code clarity and interpretation; and
  - d. Better provide for the health, safety, and general welfare of the City and its residents.
5. To develop recommendations for tree preservation and landscape regulations, this study reflects interviews with the department directors and staff members having responsibility for tree preservation and landscaping, a review and analysis of other community codes, relevant laws, industry standards and best practices including, but not limited to: Louisiana Revised Statutes, national and state standards and manuals of practice, the National Arbor Day Foundation Tree City USA Bulletins, including bulletins providing best practices on how to write a model municipal tree ordinance.

## **B. FINDINGS**

1. *Background.* To support implementation of the Comprehensive Plan, improve quality of life in the city, and advance economic development initiatives; the city desires to update and amend current tree and landscaping regulations in the City Code of Ordinances to align regulations with industry standards and best practices; streamline and improve code clarity and interpretation; and better provide for the health, safety, and general welfare of the City and its residents.
2. *State law.* State Law establishes standards for decision-making and services provided, licensing, and examinations for persons engaged in the professions and occupations regulated by the Horticulture Commission, which includes licensed arborists, retail florists, wholesale florists, landscape horticulturists, landscape architects, utility arborists, landscape irrigation contractors, among others. Services, decision-making authority, and materials and technical bulletins referenced in relevant examinations were reviewed for consistency with recommendations provided herein.
3. *Comparable community codes.* Regulations of following communities were reviewed in development of study recommendations: Charleston County, South Carolina; Jefferson Parish, Louisiana; St. Tammany Parish Louisiana; West Feliciana Parish, Louisiana; City of Hammond, Louisiana; and City of New Orleans, Louisiana.
4. *Existing local regulations.*
  - a. *A divided code.* The City's current tree preservation and landscape requirements are divided up amongst different chapters and appendices, and the internal organization of sections and authorities is not aligned, which makes it difficult to determine requirements and responsibilities for owner/developers and the city staff members responsible for interpretation and enforcement.
  - b. *Gaps.* In general, there is a significant amount of information missing or unclear with in the code, including regulation's purpose and applicability (i.e., no tree protection and landscaping purpose statements); definitions (i.e., no definition for heritage tree); fees; permits, licenses and required certifications (i.e., not currently stipulated); treatment of the oldest and largest (noninvasive trees); the city's ability to maintain and continuously improve its tree canopy (i.e., dead and dying trees; tree replacement, fee in lieu of planting); how landscaping plans are reviewed and approved; authority re: treatment of unique conditions; planting requirements; and landscaping in clear sight triangles.

- c. *Elements out-of-date.* The following standards are out-of-date or require inclusion or different treatment based on industry standards: tree measurements; identification and treatment of invasive species; special treatment for pine trees; parking lot landscaping requirements; plant materials; and planting and maintenance of trees.
- d. *Existing standards insufficient.* There is increasing difficulty regarding enforcement of standards that protect tree roots; ensure land clearing and protection of tree standards are met; and ensure adequate minimum buffering.
- e. *Lack of flexibility.* Oftentimes standards cannot be reasonably applied and cause a significant number of cases to be heard by the Board of Adjustments, such cases often involve open space requirements and unique conditions in proposed landscape plans.

5. *Recommendations.*

- a. Consolidate, organize, and streamline tree preservation, landscape, and public tree management regulations into a single section to clarify requirements for developers and owners, and improve administration, transparency, and code interpretation for city staff.
- b. Maintain existing requirements for tree removal when within a certain distance of a building foundation and camellia requirements.
- c. Add reasonable flexibility to open space and alternative landscape plan requirements.
- d. Add new standards for tree root protection; thicker required buffers, residential tree minimum requirements; excessive tree pruning; and tree preservation standards and requirements, while balancing increases with higher thresholds for when improvements are required.
- e. Align with and reference state standards re: regulations’ purpose and applicability; required licenses and certification for submitting landscape plans; planting, and tree removal or mitigation; and minimum standards for planting and maintaining trees.
- f. Update—consistent with industry standards—regulations pertaining to tree measurements; identification and treatment of invasive species; special treatment for pine trees; and parking lot landscaping requirements.

**C. ANALYSIS**

1. *State law.*

- a. LA RS 3:42875 governs cutting felling, destroying, removing, or diverting for sale cypress trees grown or lying on land owned by State of Louisiana or local governing authority.
- b. LA RS 3:3801 -3804 establishes certification requirements for Landscape Architects, Horticulturists, and Arborists.

Relevant to this study, State Law establishes standards for decision-making and services provided, licensing, and examinations for persons engaged in the professions and occupations regulated by the Horticulture Commission, which includes licensed arborists, retail florists, wholesale florists, landscape horticulturists, landscape architects, utility arborists, landscape irrigation contractors, among others. Services, decision-making authority, and materials and technical bulletins referenced in relevant examinations were reviewed for consistency with recommendations provided herein.

2. *Industry Standards.* The following American National Standards Institute (ANSI) standards were reviewed and assessed in the development of this study:

- a. ANSI A300 (Part 1) -2017 Pruning.
- b. ANSI A300 (Part 7) – 2018 Integrated Vegetation Management.

- c. ANSI Z60.1 – 2104 American Standard for Nursery Stock.
3. *State standards, manuals of practice, and best practices.* State standards, manuals of practice, and best practices were reviewed and assessed in the development of this study:
    - a. The Louisiana Manual for the Environmental Horticulture Industry, April 2014 Ed., published by the Louisiana Department of Agriculture and Forestry.
    - b. Louisiana Yards and Neighborhoods: A guide to Louisiana-Friendly Landscaping, published by the Louisiana State University Agriculture Center - Research and Extension.
    - c. Native Tree Growing Guide for Louisiana published by the Louisiana State University Agriculture Center - Research and Extension.
    - d. Guide for Plant Appraisal, 10th Ed., published by Council of Tree and Landscape Appraisers.
    - e. Landscape Tree Appraisal, Michael N. Dana and published by the Purdue University Cooperative Extension Service.
  4. *National Arbor Day Society Tree Bulletins.* The following bulletins were reviewed and assessed in the development of this study:
    - a. Tree City USA Bulletin No. 4. The Right Tree in the Right Place.
    - b. Tree City USA Bulletin No. 9 Writing a Municipal Tree Ordinance
    - c. Tree City USA Bulletin No. 7. How to Save Trees During Construction.
    - d. Tree City USA Bulletin No. 20. A Systematic Approach to Building With Trees
    - e. Tree City USA Bulletin No. 28. Placing Value on Trees.
    - f. Tree City USA Bulletin No. 40. Trees in the Riparian Zone.
    - g. Tree City USA Bulletin No.45. Trees for Better Streets.
    - h. Tree City USA Bulletin No. 82. Trees and Water
  5. *Interviews.* Interviews were conducted with following department directors and staff members:
    - a. Director of the Department of Planning.
    - b. Director of the Department of Parks and Recreation.
    - c. Assistant Director of the Department of Engineering.
    - d. Keep Slidell Beautiful Coordinator.
  6. *Comparable community assessment.* Regulations of following communities were reviewed:
    - a. Charleston County, South Carolina.
    - b. Jefferson Parish, Louisiana.
    - c. St. Tammany Parish Louisiana.
    - d. West Feliciana Parish, Louisiana.
    - e. City of Hammond, Louisiana.
    - f. City of New Orleans, Louisiana.
  7. *Existing Regulations – City of Slidell Code of Ordinances*

*\*Note: Relevant analysis from assessment of best practices; industry standards, and interview results shaded in gray.*

- a. *History and adoption.* The City of Slidell’s current tree preservation and landscape regulations have remained largely unchanged since their original adoption in 1995.

Since 1995, both the regulation and appreciation of the benefits of trees preservation and landscaping have significantly advanced, including:

- Purifying and cooling the air by providing shade, absorbing particulates, and producing oxygen.
- Reducing flooding by slowing and capturing stormwater runoff and by returning water to the environment through percolation and transpiration.
- Improving water quality by filtering out particulates.
- Aiding in the recharge of groundwater aquifers.
- Retaining topsoil and reducing soil erosion.
- Reducing the demand on the City's drainage infrastructure.
- Providing wildlife habitat where birds and animals can find food, nest, and be protected from predators and the environment.

- b. *Code Organization.* The City's code of ordinances divides public tree management across Ch. 13 Environment, Art V Public Tree Management and App. A Zoning, Sect. 2.25 Protection of Existing Trees and Landscape requirements. Criteria for tree removal, authority to enforce, and other tree management requirements differ between the two sections.

In interviews with the Director of the Department of Planning and Department of Parks Recreation, the approach to combined in one place considerations for tree management, removal, and protection (both public and private) were mutually agreed upon.

- c. *Permits, licenses and certifications.* The current code does not provide clear guidance on when permits are required or establish who is authorized to apply for permits and submit landscape plans.

Such requirements are stipulated in Louisiana Revised Statutes (LA RS) 3:3801 to 3:3804 and an existing minimum requirement in the city.

- d. *Fees, Fines, and Payments in Lieu of Planting.* The landscaping permit, tree removal and land clearing fee is \$10.00 per acre or part thereof. This fee is out-of-date and does not reflect staff time to process; cross check plans for site, utility, drainage, and paving plans; or inspect for compliance.

\$30.00 for tree removal; \$30.00 per acre for land clearing; and \$30.00 for landscaping permit fee are more reasonable and aligned with the cost to process.

- e. *Definitions.* Ch. 13 Environment. Art. V Public tree management includes definitions for trees and planting areas; however, it is not clear if they apply to private trees and plantings located in Appendix A – Zoning, Sect. 2.25 Protection of trees and landscaping requirements, which does not include a definition section.

The professions of landscape architect, horticulturist, and arborist utilize specific terms with specific meanings in their industry standards, plans, and scopes of work.

- f. *Protected and Heritage Trees.* Currently, the city identified an Oak or Magnolia tree 12" or greater in diameter and other trees 15" or greater in diameter as measured 24" above ground as "protected trees" and does not establish heritage trees or address the exclusion of invasive species.

Best practices include identifying "protected trees" as trees with a Diameter Breast Height (DBH) of eight inches (8") or greater and "heritage/grand trees" as trees with twenty-four inches (24") DBH or greater.

- g. *Tree survey and flagging.* Current regulations for providing a tree survey and for marking Protected trees and groves are vague and rely on the staff member to coordinate what is expected with industry professionals.

Best practices include simple, but clear, tree survey and tree flagging standards to make the process of reviewing and approving tree removal and land clearing permits more transparent, predictable, and enforceable.

- h. *Tree protective measures.* Currently, tree protection measures are spread out in different sections of the Code, and the primary tool used to protect trees during construction is the placement of a visual barrier “...at the extreme outer edge of the tree canopy.”

Since the code’s original adoption in 1995, advancements have been made regarding the critical role a tree’s root system plays in a tree’s survival during construction, including that:

- The critical root zone (CRZ) extends beyond the drip line and that additional measures are needed to keep from compressing the soil above the root system.
- It is sometimes necessary to transit the CRZ during construction, including methods and techniques that can be used to mitigate, if not eliminate, the adverse effects of construction activity in the CRZ. The City’s section on tree protective measures should be updated to define and require the use of these techniques, when the Director of Planning determines they are necessary.

- i. *Remediation of damaged or distressed Protected and Heritage Trees.* Beyond removal, the City’s current regulations provide no guidance to staff on when and what to require for remediation of damaged, diseased, or distressed trees.

Review of industry standards and other similar communities provided a number of measures that would require owners and developer to first attempt to remediate damaged, diseased, or distressed Protected and Heritage trees before proceeding with a decision to allow removal.

- j. *Replacement and fines for removal, damage, or killing of a Protected or Heritage Tree.* Current regulations assess a \$500.00 fine for the illegal removal of a tree, regardless of its size, species or location. Such a fine has had limited effect in deterring property owners from damaging, removing, or killing a tree. The fine also does not repair the damage done to the City’s tree canopy.

There are several industry standard methods for calculating the value of trees, ranging from basic to complex. A system that bases the fine on the cost to replace the illegally removed tree combined with a requirement to replace the removed tree with either one or multiple trees is a generally accepted approach that supports maintenance of a community’s tree canopy. The method below represents a balanced approach between accounting for real benefits lost to the tree canopy and a means for replacing such benefits.

<b>Calculating Value of a Tree</b>
$Tree\ Cost = COT + COL + COM + COER$
<p>Where:</p> <ul style="list-style-type: none"> <li>• COT = Cost of Tree. Cost of tree is the cost of purchasing one or more trees such that the caliper inches of the replacement trees equal or exceed the DBH of the tree removed, as affirmed by an estimate or invoice from a nursery showing the cost of the trees.</li> </ul>



- COL = Cost of Labor. Cost of Labor is the hourly cost of the licensed arborist or horticulturist and the hourly cost for each laborer times the number of hours to complete the installation. The hourly rate shall be based on prevailing wages.
- COM = Cost of Material. Cost of Materials includes all materials needed to plant, support, and maintain the tree(s) for 1 growing season. Materials must be itemized on an estimate, invoice, or sales receipt and be based on prevailing rates.
- COER = Cost of Equipment Rental. Cost of Equipment Rental includes the cost of renting equipment needed for installation and the maintenance of the tree/trees for 1 growing season. Equipment rental costs must be itemized in a rental contract and be based on prevailing rates.

k. *Landscape Plan.* The City’s current landscape regulations provide little guidance on what is required in a landscape plan; lack a process for City staff to make reasonable exceptions based on topography, soil conditions, or space based on pre-existing conditions; and lack a way for a landscape professional to propose alternative plans that while they may not adhere strictly to the code’s requirement do provide for a unique and integrated landscape that meets the intent of the code.

Research of industry standards and other communities’ regulations supports the inclusion of landscape plan ‘common elements’ to make the plan review process easier, more consistent, transparent, and enforceable; as well as reasonable criteria for exceptions or alternative plan approvals when processing infill applications (i.e., adapting to challenges of an already built out environment).

l. *Landscape Areas.* The current code identifies four landscape areas: right-of-way, parking lot, pedestrian access, and buffer, though buffer landscaping requirements are located in a separate section.

- *Street Landscape Area.* The current right-of-way (ROW) landscape area sets the requirement for the width of the landscape area as ten feet (10’), regardless of how large the lot and provides a vague requirement for planting as “a balance between low lying vertical and horizontal shrubbery and trees.” The use of the term ROW often causes confusion because ROWs can have multiple purposes and can lead to a requirement to install landscaping in areas not visible to the public and not necessary to achieve the desired effect.

- *Limit to street landscape area.* A best practice is to limit ROW planting to public street ROWs so that the landscaping screens the property from the public view.
- *Depth of planting area.* A common metric used by other communities is to set the requirement as a percentage of the depth or width of the lot, typically 10%. Communities often also establish a minimum and maximum, where a minimum depth of ten feet (10’) and maximum depth of twenty-five feet (25’) is most common. This method provides for a more proportional landscape area without overly encroaching into buildable areas.
- *Planting requirement.* Another customary practice amongst other communities researched is to define a set number of canopy trees, understory trees, and shrubs to be planted in each one hundred (100) linear feet of planting area. This method can be a



little restrictive and result in plantings in a narrow band. A more flexible technique is to define the requirement by area, i.e. a set number of canopy trees, understory trees, and shrubs for every 1,000 sq ft of planting area.

- *Parking Lot Landscape Area.* The current parking lot planting area requirement provides for one tree for every twelve (12) parking spaces – type of tree is not specified. This requirement has led to the planting of lone trees spread out in parking lots without any other supporting vegetation. City regulations also allow other structures and hardscape to be collocated in the planting area, which can negatively impact the health of the tree.

Industry standards and best practices from other communities researched typically allow trees to be clustered, require the planting of shrubs around the tree to support and protect the tree’s trunk, and require canopy trees to ensure they provide shade to reduce the heat island effect. Many communities also add requirements for planting areas at the ends of each row of parking to provide additional shading and provide a buffer between the last parking space and vehicles maneuvering around the parking lot.

- *Buffer Area.* The purpose of the buffer area is to screen lower intensity properties, such as single-family residence, from higher intensity use, such as commercial retail. The current ordinance sets the depth of the buffer planting area as ten feet (10’), regardless of the size of the property, and provides no requirement for the density or type of planting needed to achieve the desired screening.

Many of the communities reviewed increased the depth of the buffer zone based on the size of the property, usually ten percent (10%). Communities also established planting standards that require consistent coverage across the entire planting area and that plantings be evergreen to maintain the screening affect year-round.

- *Open Space Landscape Area.* The current code’s “pedestrian planting area” requirement is confusing, overly restrictive, and requires planting in areas incompatible with good horticultural practices, requiring the plantings to be “squeezed” into area between the parking spaces and the building wall, restricting the area to grow and surrounding plantings with concrete and brick. The pedestrian planting areas also compete with walkways, American with Disability Act (ADA) compliant ramps, building entrances, and other required building equipment.

Best practice includes applying a more flexible ‘open space percentage’ to better retain more green space on site, avoid limiting building area, and increase the likelihood of plant survival. The open space percentage requirement is traditionally applied in addition to comparable Street, Parking, and Buffer requirements and can be located anywhere on the site.

- *Residential Landscape Area.* There is currently no landscape requirement for residential uses, including single-family, two-family, or townhomes. Establishing a requirement for a canopy tree and retaining a percentage of the lot as open space for residents would enhance the City’s tree canopy, reduce flooding and clean stormwater runoff, cool and clean the air, and provide a habitat for birds.

In interviews with the Planning Department, setting the open space percentage at 20% would not reduce the property’s buildable area as it would be concomitant with the residential set back requirements, which already exceed 20% of the lot.

- m. *Payment in Lieu of Planting or Replanting.* Current regulations do not provide applicants with the option to pay a fee in lieu of planting or replanting even if the site lacks the space,

topography, or suitable soil conditions necessary for a healthy tree. Because the city is a largely built out, urbanized area, most projects are renovations of existing sites or in-fill on lots that were built before landscaping regulations were adopted. With existing structures, hardscape, lot dimensions, topography, and floodplain management regulations; meeting landscaping requirements can be challenging and, in some cases, require increased flexibility to meet the intent of these landscape regulations.

When pre-existing conditions make planting trees impractical, a process that allows an owner/developer to make a payment in lieu of planting is common and can provide much needed flexibility to meet landscape requirements. To avoid overuse, criteria are used to establish and limit when payments are acceptable. Methods for determining the payment amount are also commonly used and tied to other similar calculations of the value of a tree.

- n. *Plant and Nursery Stock and Tree Maintenance Requirements.* Current regulations provide no requirement or guidance on what is acceptable for nursery stock or required plantings and what is required for tree and plant maintenance.

Research identified national and state standards for nursery stock and landscape maintenance as:

- American Nations Standard Institute (ANSI) Z60.1-2014 American Standard for Nursery Stock published by the American Horticulture Industry Association is acknowledged as the national standard for nursery stock and was cited by every community researched. The standard is available free online.
- The Louisiana Manual for the Environmental Horticulture Industry published by the Louisiana Nursery and Landscape Association on behalf of the Louisiana Department of Agriculture and Forestry is the state’s standard for maintaining trees, plants, and shrubs. The manual was cited by every Louisiana community researched. The manual is the basis for the state’s licensing test for horticulturists and arborists, ensuring all Louisiana licensed horticulturists and arborists are familiar with its content.

- o. *Transfer of responsibility for public tree management from the Tree Board to the Department of Parks and Recreation.* One of the National Arbor Day Society’s requirements for the City of Slidell to be designated a Tree City USA is that public tree management be assigned to either a Tree Board or a city department. Initially, the City of Slidell created and empowered a Tree Board. In recent years the Tree Board has ceased to function, and all public tree management functions have been unofficially reassigned to the Department of Parks and Recreation.
- p. *Clear sight triangle.* Clear sight triangles or vision areas increase safety for vehicles and pedestrians when turning onto a street from a driveway or at a street intersection by requiring areas needed to see oncoming traffic be free of obstructions (including trees and large shrubs). Current clear sight triangles treat all intersections as street-to-street and are based on a 30-foot-long approach.

Based on current best practices, 30 feet does not provide sufficient sight lines for street-to-street intersections and are too long for the street-to-driveway intersections. Updates to sight triangles for street-to-street and street-to-driveway would help improve vehicle and pedestrian safety.

## RECOMMENDATIONS

As detailed in Exhibit A:

- A. Delete Chapter 13 - Environment, Article V Public Tree Management and replace with “Reserved for Future Use” and rename Article title as “Reserved for Future Use,” as detailed in Exhibit A.

- B. Repeal and replace City's tree preservation, landscape, and public tree management with proposed code amendments, a summary of changes includes:
1. Align and streamline public (currently in Ch. 13) and private (currently in Appendix A) tree preservation and landscaping regulations into one section of the Code to increase clarity, improve interpretation and administration, support streamlined procedures and applications, and promote consistency and fairness; and
  2. Align, clarify, and set forth one section including purpose statements, regulation applicability, and definitions to more clearly communicate the City's tree preservation and landscaping requirements to professionals, the public, and administrators; and
  3. Cite existing state law requirements for licensing and certifications to better ensure understanding of minimum state standards and compliance; and
  4. Cite national and state standards to better ensure local requirements and enforcement is based on peer reviewed, comprehensive, and professional standards; and
  5. Increase tree removal and land clearing fees from \$10.00 to \$30.00 for tree removal and \$30.00 per acre for land clearing; increase landscape permit fee from \$10 to \$30.00; all to update and reflect level of effort; and
  6. Add administrative process to review and approve alternative landscape plans and exceptions to provide flexibility to accommodate unique landscaping situations when in alignment with best practices and minimum criteria; and
  7. Change the criteria for Protected tree to eight inches (8") DBH or greater and add a category for Heritage trees and sets its requirement as twenty-four (24") DBH to make the City's regulations more consistent with the tree preservation industry norms and other similarly situated communities; and
  8. Add a remediation requirement prior to removal of diseased, damaged, or distressed Protected and Heritage trees to help retain savable trees and protect the City's canopy; and
  9. Provide clearer and more effective landscape area requirements, including:
    - a. Establishing (including graphic illustrations) the required number of canopy trees, understory trees, and shrubs for all landscape areas; and
    - b. Adding end row planting areas in parking lot landscaping areas and including shrubs to provide for better cooling effect, reduce air pollution, better protect the trees, and create space at the end of each row for pedestrian to seek safe harbor and allow more standoff from vehicles turning into a drive aisle and vehicles backing out of parking spaces; and
    - c. Reestablishing the buffer width requirement based on the depth of the lot and require denser, evergreen plantings to increase the buffer's ability to screen the less intense use property from the effects of light, noise, and particulates of the higher intense use; and
    - d. Replacing the existing pedestrian planting area requirement with an open space requirement to provide flexibility for the developer to meet the City's landscape goals and avoid requiring trees and shrubs be placed in areas incompatible with good horticultural practices, as well as setting the dimension requirement as ten percent (10%) of the lot's depth to make the landscape area proportional to the lot's size; and
  10. Add an open space and canopy tree requirement for single-family, two-family, and townhomes lots to better ensure the large residential neighborhoods that dominate much of the City contribute to its tree canopy, especially in providing the benefits of reduction in flooding, reducing demand on City's drainage system, cleaning stormwater, and cooling the air; and
  11. Revise dimensions for clear sight triangles to increase the area for street intersections and create a smaller area for intersection of a driveway and street; and
  12. Include tree survey and tree flagging standards to make the process of reviewing and approving tree removal and land clearing permits more transparent, predictable, and enforceable; and

13. Update and consolidate tree protective measures to define the critical root zone (CRZ) and require the use of well-established industry techniques to mitigate, if not eliminate, the adverse effects of construction activity in the CRZ, when the Director of Planning determines they are necessary; and
14. Provide standards for nurse stock and tree and plant maintenance to ensure the City retains and grows its tree canopy, reduce the risk of trees causing damage to life and property, and make enforcement easier and more consistent; and
15. Acknowledge the transfer of responsibility for Public Tree Management to the Department of Parks and Recreation as codified in the Code of Ordinances to ensure enforceability and provide clear processes and procedures.

DRAFT

# EXHIBIT A

## PROPOSED CODE AMENDMENT TREE PRESERVATION AND LANDSCAPE REGULATIONS

Exhibit A includes draft language, where:

1. **Blue text** represents proposed new language.
2. ~~Dark red and strikethrough text~~ represents proposed deleted language from the previous ordinance.
3. Green underlined text represents language moved from current Code of Ordinances.
4. Black text represents language retained in the current ordinance.

1. **Article V – Public Tree Management of Chapter 13 – Environment: retile to Reserved for future use and delete body of text in its entirety and replace with reserved for future use.**

### ARTICLE V. - Reserved for Future Use ~~PUBLIC TREE MANAGEMENT~~<sup>[5]</sup>

**Footnotes:**

~~(5)~~

~~Editor's note — Ord. No. 3253, adopted Feb. 22, 2005, supplied provisions to be added to the Code as Art. III, §§ 13-40 — 13-53. In order to preserve the style of Code and to facilitate future amendments to the Code, at the discretion of the editor, these sections have been renumbered as Art. V, §§ 13-100 — 13-113 to read as set out herein.~~

#### ~~Sec. 13-100. — Short title.~~

~~This article shall be known and may be cited as the Public Tree Ordinance of the City of Slidell. (Ord. No. 3253, 13-40, 3-22-2005)~~

#### ~~Sec. 13-101. — Purpose and intent.~~

~~The purpose of this article is to promote the health, safety, and welfare of existing and future residents of the city and its environment by establishing an ordinance to manage city tree resources by regulating the planting, protection, maintenance, and removal of trees along public streets, in parks, and other city-owned property; to work with the Louisiana Department of Transportation and Development to manage tree resources within state right-of-ways; to establish a city tree board to work with the city to implement the goals and objectives of the public tree management ordinance; to include tree maintenance and protection for privately-owned trees encroaching into public lands; and to provide for other matters in connection therewith for the following purposes:~~

~~(1) Environmental quality/protection.~~

- ~~a. Reducing pollution and carbon dioxide, and increasing oxygen in the air.~~
- ~~b. Reducing water, soil, and noise pollution.~~
- ~~c. Reducing the heat in hot weather and buffering from the cold in cold weather.~~
- ~~d. Reducing light pollution reflected into the night sky.~~
- ~~e. Reducing flooding and wind damage.~~
- ~~f. Providing wildlife with food and habitat.~~
- ~~g. To comply with the environmental protection agency mandate to reduce non-point pollution of streams and waterways.~~

~~(2) Water, soil, energy, and vegetation conservation.~~

- ~~a. Reducing the quantity and rate of surface water runoff.~~
- ~~b. Maintaining and improving the quantity of essential groundwater resources.~~
- ~~c. Preventing and/or reducing soil erosion.~~
- ~~d. Increasing energy conservation (shade from the hot sun and resistance to cold winds).~~

e. Maintaining and increasing ecosystem value through plant variety and native qualities.

*(3) Land/economic and aesthetic values.*

a. Maintaining and/or increasing private and public property values.

b. Maintaining and/or increasing the city's living/green infrastructure.

c. Providing screening and buffering between different and unpleasant-looking land uses.

d. Providing attractive streetscapes and urban designs to encourage economic investment.

e. Increasing economic development by creating a sense of place and character for the city.

f. Increasing the overall aesthetic appearance of the city.

*(4) Human/community values.*

a. Providing traffic control benefits and increasing vehicle and pedestrian safety.

b. Providing positive psychological health benefits such as decreasing stress and the negative affects of the physical environment, promoting healing and a sense of pride and place, and fostering an appreciation for nature.

*(5) Establishment of tree board.*

a. To work with the city to regulate the planting, protection, maintenance, and removal of trees on city right-of-ways and land.

b. To develop and administer a comprehensive tree management plan and/or write and implement an annual community forestry work plan.

c. To obtain and maintain a Tree City U.S.A. designation through the National Arbor Day Foundation.

d. To create an Arbor Day observance and proclamation and to organize annual events to celebrate Arbor Day.

e. To apply for regional, state, federal, and/or non-profit grants to plant, protect, maintain, and remove city trees.

f. To act as an advisory committee regarding city landscaping and tree protection regulations for trees on private property that have an overall impact on the city's entire tree canopy.

(Ord. No. 3253, 13-41, 2-22-2005)

**Sec. 13-102. — Definitions.**

For the purpose of this article, the following terms, phrases, words, and their derivations shall have the meaning herein. None of the regulations in this ordinance shall supersede any federal or state law.

*ANSI:* American National Standard Institute.

*Architectural standards manual:* The most recent edition of Architectural Graphic Standards by Ramsey/Sleeper and published John Wiley & Sons, Inc.

*City:* City of Slidell of the State of Louisiana. In text and context in which the city is affecting or performing work on trees, the city may mean arborists and contractors hired by the city.

*City street:* The entire width of every city-controlled public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purpose of vehicular and pedestrian traffic.

*City volunteer arborist:* Is a citizen of the city or St. Tammany Parish and a member of the tree board who is a state and city licensed arborist that volunteers to give professional arborist opinions as requested by city employees responsible for enforcement of this article and section 2.2502 in the Slidell Zoning Ordinance, but not to exceed two hours per week.

*Community tree plan (CTP):* A written document that guides the work of the tree board including a long-term comprehensive tree management plan and an annual community forestry work plan.

*Critical root zone (CRZ):* The roots within the drip line of a tree, which must be protected.

*D.O.T.D.:* Louisiana Department of Transportation and Development.

*Designated city authority:* The city department that is the primary contact for the board and the public to inquire with regarding questions, comments, and complaints about public trees in the city limits. This authority may or may not be responsible for the pruning, removing, or planting of the

tree(s) inquired about. If the city authority is not responsible for the tree(s), the authority shall forward the inquiry to the responsible party (e.g., public works, CLECO). Trees within state highway right-of-ways—Planning department, and trees within city street right-of-ways, parks or other public land—Recreation department. Telephone calls should be to city services for proper routing.

*Diameter breast height (DBH):* The diameter of the trunk of a tree measured at a height of four and one-half feet from the ground. Unless otherwise noted, when diameter is mentioned in this article, it shall be measured at DBH.

*Drip line:* The area within the circumference of a circle drawn equal distance in all directions from the trunk of a tree with a radius equal to the length of the limb, measured to the tips of its branches, extending the greatest distance from the trunk of the tree.

*ISA:* International Society of Arboriculture.

*Nurserymen's manual:* Most recent edition of the Louisiana Nurserymen's Manual for the Environmental Horticulture Industry published by the Louisiana Association of Nurserymen.

*Parcel:* Any lot of record, any group of contiguous lots owned by the same person(s), firm or corporation, or any other property not previously subdivided into lots of record.

*Park:* A parcel of public land within the city limits that is designated for recreational use.

*Park trees:* Trees now or hereafter growing in public parks.

*Person(s):* Any person, firm, partnership, association, corporation, company, or organization of any kind.

*Property line:* The outer edge of a street or highway right-of-way.

*Property owner:* The person owning such property as shown on city/parish tax roles.

*Protected private trees:* Live Oak and Southern Magnolia trees in excellent, good, or fair condition that are 12 inches or greater in diameter and any other trees (except invasive species and Chinese Tallow) in excellent, good, or fair condition that are 15 inches or greater in diameter, and are located on private property and/or have drip lines or more than one-third of its root system encroaching into public property.

*Protected public trees:* Live Oak and Southern Magnolia trees in excellent, good, or fair condition that are 12 inches or greater in diameter and any other trees (except invasive species and Chinese Tallow) in excellent, good, or fair condition that are 15 inches or greater in diameter, and are located on city-maintained public property.

*Public property/land:* Unless otherwise stated, public property/land shall be land that is owned and maintained by the city.

*Public trees:* Trees on any street or on any public land within the city limits. All trees mentioned in this article are public trees unless otherwise mentioned.

*Replacement tree:* A tree that is a minimum of one and one-half inches DBH at the time of planting, that is or was required to be planted by the provisions of this article, to replace a previously existing tree.

*State highway/street:* The entire width of every state-controlled public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purpose of vehicular and pedestrian traffic.

*Street trees:* Trees on land lying between property lines on either side of all paved streets, avenues, or ways within the city limits.

*Topping:* The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. In other words, in middle-aged trees, the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

*Tree clearing:* Removal of ten or more public or street trees that are ten inches or greater in diameter that city employees or city contracted persons must remove for a city construction and/or improvement project (see [section 13-108](#)).



~~Tree removal:~~ Removal of any public tree that must be removed that city employees or city contracted persons must remove (see [section 13-108](#)).

~~Trees, condition of:~~ Tree conditions will be based on the most recent version of the ISA Photographic Guide to the Evaluation of Hazard Trees in Urban Areas.

~~Trees, large (Class A trees):~~ Trees that attain a height of 45 feet or more with a spread of 40 feet or more at maturity.

~~Trees, medium (Class B trees):~~ Trees that attain a height of 30 to 45 feet with a spread of 30 feet or more at maturity.

~~Trees, small (Class C trees):~~ Trees that attain a height of 20 to 30 feet with a spread of 20 feet or more at maturity.

(Ord. No. 3253, 13-42, 2-22-2005)

### ~~Sec. 13-103. Establishment of a city tree board.~~

~~There is hereby created and established a tree board (board) for the city. The board shall be comprised as follows:~~

- ~~(1) A minimum of seven and a maximum of nine citizens, with experience, formal training, or knowledge of: tree care, gardening, forestry, landscape architecture, contracting, arboriculture, or planning.~~
- ~~(2) A minimum of five and a maximum of seven voting members shall be appointed by the mayor with approval of the city council. One non-voting member shall be an advisory staff member or director of the planning department, and one non-voting member shall be an advisory staff member or director of the recreation department.~~
- ~~(3) The voting members initially appointed by the mayor shall be appointed for two years and serve until their successors are duly appointed and approved by the council.~~
- ~~4) Successors to those members appointed by the mayor shall, thereafter be appointed for terms of two years. Vacancies caused by death, resignation, or otherwise, shall be filled for the unexpired term in the same manner as original appointments are made.~~
- ~~(5) All members of the board shall serve without pay.~~

(Ord. No. 3253, 13-43, 2-22-2005)

### ~~• Sec. 13-104. Mission statement, rights, duties, and responsibilities of the tree board.~~

- ~~1. Mission statement. The mission of the board is to work with the city to successfully manage the planting, protection, maintenance, and removal of public trees within the city limits; to make recommendations to the city regarding the general health and welfare of city's urban forest resource; to organize public educational events/programs; and to organize activities to celebrate Louisiana's Arbor Day.~~

~~In order to fulfill the mission of the board, the duties of the board shall be as follows:~~

- ~~(b) Rights. The board has the right to make recommendations to the designated city authority or inquire with said authority regarding all activities that involve or affect public trees.~~
- ~~(c) Administrative duties. Within a reasonable time after the appointment of the board, the board shall meet and organize by the election of a chairman, vice chairman, secretary, and, if necessary, standing committee chairs.~~
- ~~(1) A majority of present voting members shall constitute a quorum for the transaction of business. Any member who fails to attend three scheduled meetings shall be subject to removal. The decision to remove a voting member shall be made by the board and the mayor. The voting member removed shall be replaced for the balance of his/her term. Said replacement shall be recommended by the board and appointed by the mayor.~~

(2) The board shall provide for the adoption of rules and procedures, and for the holding of regular and special meetings as said board shall deem advisable and necessary in order to perform the duties set forth. The minutes of proceedings and activities shall be recorded.

(3) The board shall meet a minimum of six times a year at a public place and time of their choosing that is open to the public. At least once per year, the board shall advertise in one of the local newspapers, the time and place of the regularly scheduled meetings and/or one major meeting in which public input is greatly needed.

(4) The board shall propose such legislation as may be needed to pursue the purposes for which the board was created.

*(d) Planning and review responsibilities.*

(1) To assist the city in the study of the urban forest by: helping to determine problems and needs, composing and annually reviewing a CTP, and seeking ways to implement the CTP and other needed work.

(2) To recommend to the designated city authority, landscape designs illustrating type, number, and location of public trees to be planted as designated in the CTP, or as requested by city officials.

(3) To assist the properly constituted officials of the city as well as citizens and community groups, in the dissemination of news and information regarding the selection, planting, protection, and maintenance of public trees.

(4) When possible, to report any suspicious or unlawful activity observed in regards to tree removal or protection on public and private land within the city limits to the designated city authority.

*(e) Other important activities.*

(1) Apply for and maintain a "Tree City USA" status with the National Arbor Day Foundation.

(2) Conduct seminars and public education programs.

(3) Plan and coordinate an annual Arbor Day or Week observance.

(4) Develop a public tree fund for public tree planting permit fees, mitigation fees, and donations.

(5) Develop a botanical garden, arboretum, and/or community forest preserve(s).

(6) Provide technical advice and assistance to developers, builders, contractors, public utilities, public agencies, homeowners and community groups in the selection of tree species to be planted and/or trees to be protected during the development of wooded areas.

(7) Organize community tree planting projects.

(8) Seek grant money, public funding, and private contributions to further the work of the board and the city's urban forestry improvement efforts (e.g., urban forest study, CTP, needs assessment).

(9) Create a tree advisory committee and seek their expertise as needed.

(Ord. No. 3253, 13-44, 2-22-2005)

### **~~Sec. 13-105.—Basic rights of the city and the public regarding trees.~~**

The city shall have the right to plant, prune, protect, maintain and remove trees within all public property and city-maintained state right-of-ways (with D.O.T.D. approval) as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. All city employees and the general public have the right and are encouraged to report any trees within the city limits that are in need to be protected, maintained, or removed to the designated city authority. Examples of inquiries include: trees that cause an unsafe condition involving sewer lines, electric power lines, gas lines, water lines, or other public improvements such as sidewalk repairs or traffic/pedestrian visibility; trees that are infected with any injurious fungus, insects, or other pests. (Ord. No. 3253, 13-45, 2-22-2005)

### **~~Sec. 13-106.—Tree planting.~~**

Planting in the city limits shall be done in accordance with the following tree-planting regulations: Slidell Public Tree Ordinance, Slidell CTP, and D.O.T.D.'s Policy for Roadside Vegetation Management.

- (1) *Planting by city employees.* Planting in city parks, public lands, and city streets shall be the responsibility of the recreation department, and planting on state highways shall be the responsibility of the planning department. The planning department and the recreation department must notify the public works department and engineering department about tree planting at least two weeks prior to submitting a D.O.T.D. permit in order to give these departments time to review and approve such planting.
- (2) *Planting by persons other than the city.*
- a. If a person wants to plant a tree in the state right-of-way within city limits, the person must get approval from the city planning department before submitting a permit to D.O.T.D. The city will not require a permit or a fee.
  - b. If a person wants to plant a tree on (city) public property, the person must apply for a permit with the recreation department. No fee shall be charged for a "City Tree Planting Permit." It is the responsibility of the applicant to adhere to all of the regulations in this section. Details of the city tree planting permit are stated below:
    1. Within two weeks after the planting is complete, the applicant must notify the recreation department.
    2. The recreation department shall inspect the tree(s) within two weeks after being notified, to make sure that all regulations in this section have been satisfied.
    3. If one or more requirements for planting have not been met, the recreation department must notify the applicant to rectify the problem no later than two weeks after the inspection was performed.
    4. Within two weeks after being notified, the applicant must rectify the problem at his or her expense, and another inspection must be completed by the recreation department.
    5. The "City Tree Planting Permit" shall contain details of liability and maintenance.
    6. Tree(s) planted with or without a permit are subject to removal by the city if necessary, and no compensation shall be awarded to the person who planted the tree(s).
- (3) *Species.* The board shall develop and maintain a list of suitable and desirable small, medium, and large public trees, and a list of unsuitable and undesirable public trees (e.g., invasive species); and where applicable, take into consideration the standards and requirements of D.O.T.D. and utility companies for planting recommendations.
- (4) *Spacing and setbacks.* Spacing and setbacks shall be approved by the planning department, recreation department, or D.O.T.D., depending on the project. Usually, projects within parks and city right-of-ways are approved by recreation, and projects within other public land are approved by the planning department. The D.O.T.D. approves all spacing and setbacks along state streets and highways. The items listed below shall regulate only city-owned property.
- a. *Spacing:* A general guideline of spacing (measured between centers of trunks) is: small trees = 30 feet; medium trees = 40 feet; and large trees = 50 feet. Overall, trees need to be spaced according to tree species and site location, and there are exceptions for special plantings.
  - b. *Distance from curb and sidewalk:* No trees may be planted closer to any curb or sidewalk than the following: large trees = four feet, medium trees = three feet, small trees = two feet. On public property, the city is not bound by these distances, but will strive to achieve them wherever possible.
  - c. *Distance from street corners (sight triangle):* No street tree shall be planted within 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines.
  - d. *Distance from fire hydrants, water meters, and sewer manholes and service taps:* No street tree, except small trees, shall be planted within ten feet of any fire hydrant. No tree, except small trees, shall be planted within five feet of a water meter or sewer access area.
  - e. *Distance from underground utility lines:* For city jobs on public property, the city shall be responsible for getting water, sewer, phone, and gas lines located before digging. Once underground utilities are located, the city department responsible for planting or overseeing the

planting of public trees, will locate trees according to city utility standards (water and sewer) and the standards and/or requirements of other utility companies (power, gas, telephone, and cable television). In special cases in which state regulations require large or medium street trees to be located in contradiction to city utility standards, the director of public works shall decide on which locations are acceptable. In special cases in which state regulations require large or medium street trees to be located closer to or on top of underground utility lines, other than city water and sewer, the city shall work out a planting and maintenance agreement with these companies.

(5) *Overhead utility lines.* No public trees other than small species should be planted under or within ten feet of any overhead utility wire, with the exception of special city street planting projects (approved by the recreation department) and state street/highway planting projects (approved by the planning department and D.O.T.D.) that are lined with overhead utility lines.

(6) *Planting requirements.* All public tree planting shall incorporate the basic planting requirements below and meet the planting standards outlined in the nurserymen's manual.

a. Provide good quality soils.

b. Provide adequate mulching materials and proper placement.

c. Provide adequate water—may use a variety of techniques such as irrigation systems, water truck, water bags, and/or adding water retention products or polymers.

d. Provide for the proper staking and time period of staking (usually two years).

e. Provide protective fencing during Mardi-Gras season.

f. Select good quality trees.

g. Plant trees properly according to ball and burlap or container-grown and at the proper depth.

h. Provide the trees with an initial application of fertilizer.

(7) *Planting records.* The day after this ordinance is adopted, the designated city authority shall start and maintain electronic records of all trees that are planted within the city limits. Records shall include the following minimum information: Species, location, name of person that planted the tree, date tree was planted.

(Ord. No. 3253, 13-46, 2-22-2005)

### **Sec. 13-107.—Tree maintenance.**

(a) *Pruning: Visibility, clearance, hazards, and health.*

(1) *Trees growing on private property:* Every owner of any tree overhanging any street or right-of-way within the city is encouraged to prune the branches so that such branches shall not significantly obstruct the following: light from any street lamp, view of pedestrians or vehicles at any street intersection or driveway connection, or the passing of any pedestrian or allowable vehicle on any street. There shall be a clear space of 13 feet above city street surfaces and eight feet above the sidewalk surface. If the branches of the tree overhang state right-of-way, please refer to D.O.T.D.'s policy for roadside vegetation management. Said owners should remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. If a private landowner does not prune trees as mentioned above, the city has the right to do so within the city right-of-way; state agencies have the right to do so within state right-of-ways, and utility companies have the right to do so in utility right-of-ways. If the branches in right-of-ways are trimmed as to unevenly distribute the weight of the tree, it is the private property owner's responsibility to ensure the safety of his or her self and property and the general public by pruning the tree as to more evenly distribute the weight. Pruning shall be done in accordance with all applicable state laws under the jurisdiction of the Louisiana Horticultural Commission, and ANSI Z.133.1-2000 (or latest).

(2) *Trees growing on public property:* The city shall prune or remove any trees that are creating a visual impairment and/or causing a hazardous condition on all city public property and right-of-ways, or contract out such work, or forward such work to the appropriate agency. The city shall

make every effort possible to prune public trees as necessary to encourage healthy form and resistance to breakage. The city shall conform to state laws regulated by the Louisiana Horticultural Commission and shall follow the pruning practices as outlined in the nurserymen's manual. Public trees that are a hazard on state streets/highways should be reported to the planning department (that will forward the problem to D.O.T.D. as necessary), and trees that are a hazard on city streets and parks shall be reported to the recreation department (that will determine if city crews, a contracted arborist, or a utility company shall prune).

(b) *Topping.* It shall be unlawful for any person, firm, or city department to top any public tree except as follows: Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this ordinance at the determination of power utility companies within power line right-of-ways.

(c) *Maintenance requirements.* All public tree maintenance shall incorporate the basic maintenance requirements below and meet the maintenance standards outlined in the nurserymen's manual.

(1) Make sure all of the tree's essential requirements mentioned in the planting section are still in place—water, soil, mulch, fertilizer, air.

(2) There should be no compaction of soil under the drip line of trees by heavy equipment (other than grass cutting riding mowers). If heavy equipment other than grass cutting riding mowers is necessary, the root protection technique illustrated in the Architectural Standards Manual shall be implemented.

(3) Proper staking for at least two years, and continue Mardi Gras route protection.

(4) Continue proper pruning practices and prune at the recommended time intervals during the life cycle of the trees.

(5) The application of any fertilizer, herbicide, pesticide, or insecticide shall only be used in accordance with the nurserymen's manual and according to the products instructions and specifications. The city shall strive to use effective products with no or minimal toxic substances as much as possible.

(d) *Maintenance records.* The day after this ordinance is adopted, the designated city authority shall start and maintain electronic records of all trees that are maintained within the city limits. Records shall include the following minimum information: Species, location, name of person that planted the tree, date tree was planted.

(Ord. No. 3253, 13-47, 2-22-2005)

### **~~Sec. 13-108. Tree protection and retention.~~**

This section applies to protected public trees, protected private trees, and trees proposed for retention on city-maintained public property, unless otherwise stated below; and shall be implemented for new construction as well as maintenance on all existing infrastructure. The design requirements and protection techniques listed below shall be observed by the following: the city, persons hired by the city, and any person who takes part in any activity that may detrimentally affect the trees as mentioned above. This section shall not supersede the regulations set forth in section 2.2502 of the Slidell Zoning Ordinance. The techniques and illustrations contained in the Architectural Standards Manual is a helpful guide regarding construction around existing trees. Designated city authorities responsible for the implementation of this section are as follows: Planning department: buildings and parking lots (except for within parks); Recreation department: infrastructure within parks; engineering department: water and sewer infrastructure, and new streets and sidewalks (not repaired/rebuilt); Public operations department: all other infrastructure and ground work (new and existing). [Section 13-106\(2\)](#) shall also apply.

(1) *Design and maintenance review, approval, and implementation.*

a. *Design of city construction projects:* Building, parking, streets, utilities, and underground utility locations shall be designed as to preserve as many existing and protected trees as possible.

Priority will be given to healthy, large, and native tree species. The designated city authority shall review all necessary plans for all city projects that involve any protected public or private tree(s), and ensure that the plans are implemented according to the tree protection standards below.

- b. ~~Tree removal policy for city construction projects:~~ The city shall attempt to design construction projects that will avoid damage or require the removal of trees, especially hardwood trees, larger than four inches DBH (diameter breast height). The engineering and planning departments shall decide if the construction activity will cause severe damage to the trees and determine the need for their removal. If the tree is removed from the city's right-of-way, easement, or servitude, an appropriate species of tree shall be replaced if space is available. The city shall not pay monetary compensation for the loss of trees.
- c. ~~Maintenance of city infrastructure:~~ The designated city authority responsible for actions to maintain city infrastructure must adhere to tree protection standards below.
  - (2) ~~Standards for critical root zone (CRZ), trunk, and branch protection.~~ Where applicable, the designated city authority shall inspect, approve, and enforce or implement the standards listed below, and may prevent the building safety department from issuing a building permit or certificate of occupancy for the building, or prevent the engineering department from issuing a development permit, if a required standard has not been implemented. After the standard is implemented, the designated city authority must approve the release of the permit or certificate of occupancy.
    - a. ~~Fencing:~~ Protected trees and stands of trees proposed for retention shall have orange construction fencing installed under the CRZ (at a minimum) prior to any and during all public land development and building construction activities. The fence may be removed after obtaining most of the building inspections and just before finishing the landscaping (e.g., in order to mulch and fertilize under the drip line of the tree(s)).
    - b. ~~No compaction from any heavy equipment, as defined by Louisiana Commercial Drivers License regulations, shall occur in the drip line. If heavy equipment must operate within the drip line, the designated city authority must approve such activity, and the root protection techniques contained in the architectural standards manual must be implemented. Brush-clearing shall be done by hand or by hand-held machines within the drip line.~~
    - c. ~~Whenever sidewalks or streets have to be pulled up within the drip line of a tree, great care must be taken to slowly and easily break up and pull up pieces of the surface so as to prevent or significantly minimize the tearing of roots.~~
    - d. ~~Drastic changes in drainage patterns that may significantly harm existing trees shall be avoided or negated. This includes raising sidewalks or streets as to create the pooling of water under the drip line of the tree. Where necessary, new drain lines shall be installed.~~
    - e. ~~No more than one inch of fill is permitted under the drip line (no fill is preferred). If fill is necessary, it must be added and spread out by hand (no heavy equipment is allowed). If necessary, and if the health of the tree is good, one inch of fill per year may be hand-added thereafter.~~
    - f. ~~Grates or other pervious surfaces shall be utilized within the CRZ. In situations where impervious surfaces within the CRZ are not practical, feasible, or limited, tree feeders may be installed as a last resort, but no closer than eight feet away from the trunk. Tree feeders must be installed per the specifications of the manufacturer, and inspected by the designated city authority.~~
    - g. ~~No grading below the existing ground elevation or soil replacement shall occur within the drip line (even if tree feeders in concrete are used). If a curb is constructed around the drip line or if more than two inches of fill will be necessary immediately outside of the drip line, a tree well must be constructed. The designated city authority must approve the well design prior to construction, and must inspect the well during construction (for proper material amounts and placement) and after construction (for proper function — e.g., during or shortly after a heavy rain).~~

- h. There shall be no deposit or placement of any materials under the drip line that may impede the free passage of water, air, or fertilizer to the roots, except by written approval of the designated city authority.
  - i. If it is absolutely necessary to prune roots within the drip line of the tree, no more than one-third of the feeder root system can be affected. The tree species, health, and physical surroundings must be evaluated as well. If no employee with the designated city authority possesses the proper training or knowledge to determine the tree and root harm, the pruning decision must be made the city volunteer arborist, or an arborist hired by the city. Roots over two and one-half inches thick must be pruned using the following techniques (in order): dig a small hole around the root prune area, smoothly cut the root with the least amount of vibration to the tree, pour rubbing alcohol or a fungal treatment on the root cut, fill the hole with sand or gravel, and if concrete is poured over the root, a piece of two mil thickness visqueen shall be laid over it.
  - j. If roots are greater than four inches in width, tunneling of underground utilities is required. If the tree is 15 to 19 inches in diameter, the minimum distance from the trunk to start tunneling is 12 feet, and if the tree is more than 19 inches in diameter, the minimum distance is 15 feet. If tunneling cannot occur at these minimum distances, then root pruning following the directions in subsection i. above shall be implemented.
  - k. In situations where a sidewalk or road must be built or replaced and root pruning will harm more than a one-third of the entire root system, an alternate form of construction must be used as described in "Reducing Infrastructure Damage by Tree Roots" by L. R. Costello and K. S. Jones and approved by public works, engineering, and the designated city authority (planning or recreation).
  - l. The spraying or pouring of any oils, whitewash, gaseous liquids, or any other harmful chemical on any part of the tree or within the drip line shall be prohibited.
  - m. The spraying or pouring of any other necessary chemicals (e.g., fertilizer, herbicide, pesticide, or insecticide) on protected public trees shall only be done by the city, or with the written permission of the designated city authority.
  - n. The placement of any nail, screw, wire, lights, rope, sign, poster, barricade, or other fixture on protected public trees shall only be done by the city, or with the written permission of the designated city authority, but not as to detrimentally harm the tree.
  - o. In the event that a root greater than two and one-half inches thick is cut by accident, the root pruning technique mentioned in subsection i. above must be implemented.
  - p. In the event that a branch greater than two and one-half inches thick is broken by accident, it must be repaired by proper pruning. If the branch is on a protected public tree, only city employees may prune it. If the city accidentally breaks the branch of a protected private tree, and the pruning area is on private property, the city must get written permission from the owner prior to pruning.
  - q. In the event that the trunk is damaged by accident, it shall be left alone to heal on its own—no tars or other substances shall be painted on the trunk.
  - r. Any person who intentionally damages a tree as mentioned in this article shall be guilty of a misdemeanor and upon conviction be punishable by a fine not to exceed \$500.00 that is determined by the damage to the tree and based on the species, age, and location.
- (3) *Tree replacement.* Should any required tree die or be removed, the tree should be replaced by a similar tree meeting the requirements of this article. Replacement trees shall be required to be installed within 20 days of written notice designated city authority.
- (Ord. No. 3253, 13-48, 2-22-2005)

### **~~Sec. 13-109.—Tree and stump removal.~~**

- (a) *Tree removal.* The city may remove any public tree, except those on state streets/highways right-of-way that the city is not responsible for, for the following reasons:



- (1) Necessity to remove trees which pose a safety hazard to buildings, pedestrian or vehicular traffic, or threaten to cause disruption of public services.
  - (2) Necessity to remove trees weakened by disease or insects, age, storm, fire, or other injury.
  - (3) Necessity to remove trees that have major anchoring roots that are cracking or very close to cracking the slab of a building, are significantly hampering proper drainage patterns that cannot be rectified by other techniques (e.g., installing pipes under a root), or are causing or very close to causing damage to underground sewer, water, or gas lines.
  - (4) Necessity to remove trees in order to construct city improvement projects or to properly maintain city property, or for the necessary access to such projects and property. Activities include, but are not limited to: access to a public building, parking lot, or service equipment (e.g., sewer lift stations); and essential grade changes or surface water drainage improvements. Locations of proposed city improvement projects should be based on [section 13-108\(1\)a](#), but not so as to cause unreasonable economic hardship.
  - (5) Necessity to remove trees to observe good tree maintenance practices that will strengthen and protect existing desirable and protected public trees.
- (b) *Stump removal.* All stumps within public property or city-maintained state highways, when in or near the path of vehicular, bike, or foot traffic, shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. Exceptions may be made if removing the stump will cause significant damage to a protected public tree as defined in this ordinance, and there is no trip/fall hazard or the trip/fall hazard is mitigated by some other means such as bollards, fencing, or alternative routes. The removal of stumps is determined by the designated city authority.
- (c) *Removal records.* The day after this ordinance is adopted, the designated city authority shall start and maintain electronic records of all trees that are removed within the city limits. Records shall include the following minimum information: Species, location, name of person that removed the tree, date tree was removed.
- (Ord. No. 3253, 13-49, 2-22-2005)

### **~~Sec. 13-110.—Interference with tree board.~~**

It shall be unlawful for any person to prevent, delay or interfere with the tree board, or any of its agents, while undergoing the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized in this article.

(Ord. No. 3253, 13-50, 2-22-2005)

### **~~Sec. 13-111.—Requirements and procedures regarding city contracts.~~**

Per state law, if trees are within 100 feet of developed property, they must be removed by a state-licensed and insured arborist. If trees are not within 100 feet within developed property, contracted persons may bulldoze trees. These persons must be insured, and city or state-licensed contractors or subcontractors.

(Ord. No. 3253, 13-51, 2-22-2005)

### **~~Sec. 13-112.—Review by city planning and zoning commission.~~**

The city planning and zoning commission shall have the right to review the conduct, acts, and decisions of the tree board. Any person may appeal any ruling or order of the city tree board to the city board of zoning adjustment, who may hear the matter and make final decisions.

(Ord. No. 3253, 13-52, 2-22-2005)

### **~~Sec. 13-113.—Penalty.~~**

~~Any person violating any provision of this article shall be guilty of a misdemeanor violation and upon conviction be punishable by a fine not to exceed \$500.00 that is determined by the damage to the tree and based on the species, age, and location.  
(Ord. No. 3253, 13-53, 2-22-2005)~~

**2. Retitle Appendix A – Zoning, Section 2.25 to “Tree Preservation, Landscape, and Public Tree Management, and delete text and entirety and replace with below text.**

**2.25. Tree Preservation, Landscape, and Public Tree Management. ~~Protection of existing trees and landscaping requirements~~**

A. General.

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A. General.

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2. Applicability.
3. Permits, license, and certification.
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B. Land clearing and tree removal.

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D. Public Tree Management.

1. General.
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4. Planting and maintaining trees and landscaping or public property by private persons or entities.
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- b. Private plantings on City property.
    - c. Street right-of-way.
    - d. State right-of-way.
  - 5. Removal.
  - 6. Designation of planting trees.
  - 7. Enforcement.
1. *Purpose.* These tree preservation and landscape requirements are intended to:
    - a. Beautify the city.
    - b. Purify and cool the air by providing shade, absorbing particulates, and producing oxygen.
    - c. Reduce flooding by slowing and capturing stormwater runoff and by returning water to the environment through percolation and transpiration.
    - d. Improve water quality by filtering out particulates.
    - e. Aid in the recharge of groundwater aquifers.
    - f. Retain topsoil and reduce soil erosion.
    - g. Reduce demand on the City's drainage infrastructure.
    - h. Provide a wildlife habitat where birds and animals can find food, nest, and be protected from predators and the environment.
    - i. Provide screening and buffers between low and higher intensity uses by blocking or limiting the adverse impacts of noise, light, and particulates.
  2. *Applicability.*
    - a. All new development or substantial improvements must comply with tree preservation and landscape requirements in Sec. 2.25.B. Tree Preservation and Sec. 2.25.C. Landscaping. The City must maintain applicable public areas in accordance with Sec. 2.25.D. Public Tree Management.
    - b. For Tree Preservation and Landscaping, a project constitutes a substantial improvement if it is seventy-five percent (75%) or more of the pre-improvement value. Substantial Improvement is further defined in Sec. 2.25.D.4 Definitions and the procedures for determining whether a building, structure or premise must be brought into conformance with tree preservation and landscape regulations are set forth in App. A - Zoning, Part 6 – Nonconforming Lots; Nonconforming Uses of Land; Nonconforming Structures and Nonconforming Use of Structures and Premises
  3. *Permits, License, and Certification.*
    - a. *Permit application.* The Department of Planning reviews and approves tree removal, land clearing, and landscaping permits.
    - b. *License and Certification Requirement.*
      - 1) *Tree Removal and Land Clearing.* A Louisiana State Licensed Arborist must apply for tree removal or land clearing permits.
      - 2) *Landscaping.*
        - a) *Landscape plans.* Landscape plans must be prepared and stamped by a Louisiana Licensed Landscape Architect in compliance with Sec 2.25.C.3 Landscape plan requirements.
        - b) *Landscape installation and planting.* A Louisiana Licensed Landscape Architect or Louisiana Licensed Horticulturist must supervise all landscape plantings.
        - c) *Planting certification.* Upon installation, the Louisiana Licensed Architect or Horticulturist who submitted the plan must certify the plantings were installed in accordance with the approved plan.
    - c. *Fees.*
      - 1) Tree Removal: \$30.00
      - 2) Land Clearing: \$30.00 per acre or portion thereof
      - 3) Landscaping: \$30.00

4. *Definitions.*

- a. *Border Area.* The area between the roadway and the right-of-way line. (A Policy on Geometric Design of Highways and Streets; AASHTO, 2018, 7<sup>th</sup> Ed.)
- b. *Branch.* An outgrowing shoot, stem, or twig that grows from the main stem or trunk. (Source: American National Standard Institute (ANSI) Z60.1-2014)
- c. *Caliper.* The diameter measurement of the stem or trunk of nursery stock. (Source: ANSI Z60.1-2014)
- d. *Container.* A flat, pot, tub, etc., usually made of plastic, wood, ceramic, or metal, used to grow or hold one or more plants and which generally prevents the growth of roots beyond its side walls or bottom. (Source: ANSI Z60.1-2014)
- e. *Container grown plant.* A plant grown and marketed in a container. (Source: ANSI Z60.1-2014)
- f. *Critical Root Zone (CRZ).* The imaginary circle on the ground around a tree determined by multiplying the tree's diameter in inches (as measured 4.5 feet above grade) by 12. (Compilation)

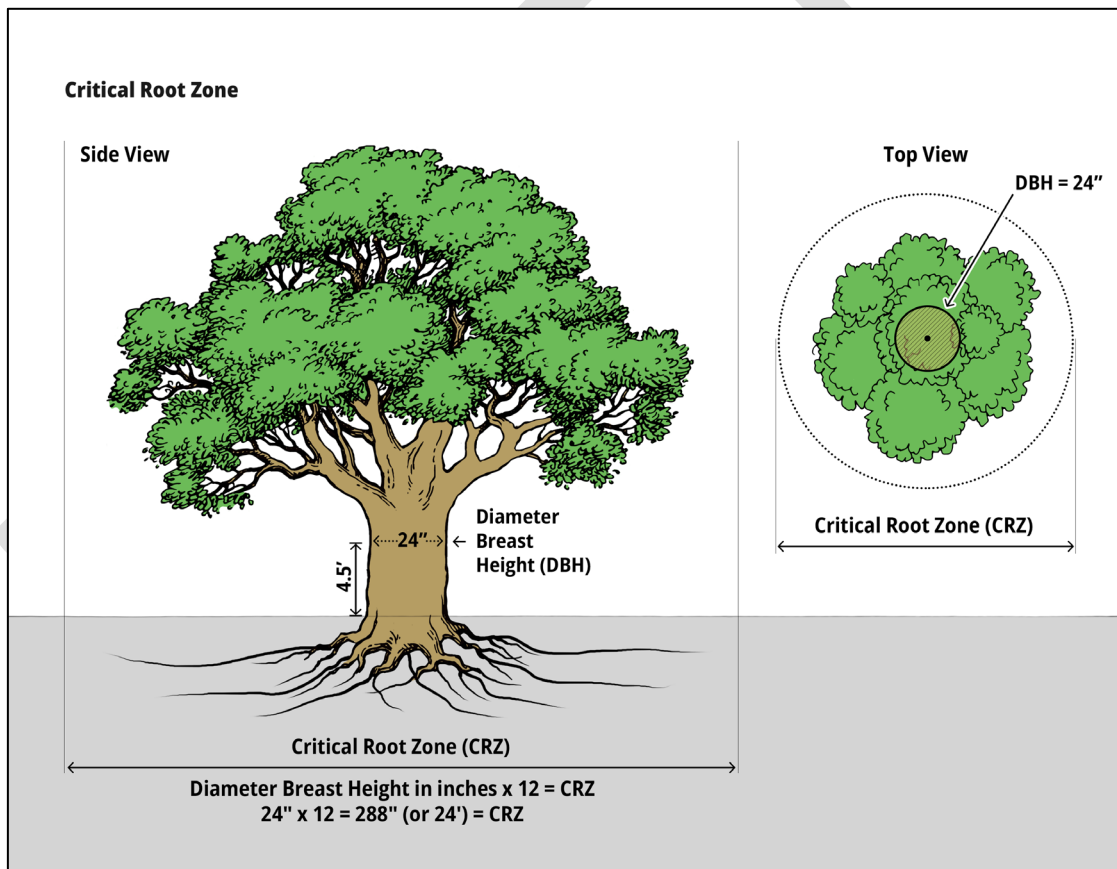


Figure 2.25.1 Critical Root Zone

- g. *Crown.* The portion of the tree comprising the branches. (Source: ANSI Z60.1-2014)
- h. *Deciduous.* Plants that shed all their leaves at the end of the growing season and remain leafless during the winter or dormant period. (Source: The Louisiana Manual)
- i. *Diameter Breast Height (DBH).* The outside bark diameter at breast height. Breast height is defined as 4.5 feet (or 1.37 meters) above the forest floor on the uphill side of the tree. For the purposes of determining breast height, the forest floor includes the duff layer that may

- be present but does not include unincorporated woody debris that may rise above ground line (refer to Figure 2.25.1 Critical Root Zone). (Source: ANSI Z60.1-2014)
- j. *Evergreen*. A plant that does not lose all its leaves at one time. (Source: The Louisiana Manual)
  - k. *Fabric bag*. Bags used as containers or in the ground as “in-grown fabric bags” to manipulate root growth to develop a fibrous root system within the bag, without manual root pruning. (Source: ANSI 60.1-2014)
  - l. *Hardscape*. Non-living, human, or machine-made features or structures that are constructed using hard materials such as concrete, brick, stone, or metal; these features are typically immovable and include elements such as driveways, walkways, patios, pools, retaining walls, fences, and similar structures.
  - m. *Invasive species*. A species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm. (Source: U. S. Department of Agriculture National Invasive Species Information Center)
  - n. *Landscape area*.
    - 1) *Buffer landscape area*. A landscape area between a more intense and a less intense use intended to buffer the less intense use from the adverse effects of light, noise, and particulates from the more intense use (refer also to Sec. 2.25.C.4.c.).
    - 2) *Open space landscape area*. An area consisting of the property that is reserved for trees, landscaping or other vegetative ground cover and where structures and hardscape are not permitted (refer also to Sec 2.25.C.4.d).
    - 3) *Parking landscape area*. Landscape areas within private parking lots (refer also to Sec. 2.25.C.4.b.).
    - 4) *Street landscape area*. A landscape area along a property’s frontage between a public right-of-way (ROW) and private property. The street landscape area commences at the boundary between the ROW and extends into private property (refer also to Sec. 2.25.C.4.a.).
  - o. *Landscape contractor*. A contractor specializing in the work pertaining to all phases of landscape installation. (Source: The Louisiana Manual)
  - p. *Licensed Louisiana arborist*. A professional in the care and maintenance of trees who is licensed by the State of Louisiana in accordance with LA RS 3:3804.
  - q. *Licensed Louisiana landscape architect*. A professional who develops land for human use and enjoyment through the effective placement of plantings and who is licensed by the State of Louisiana in accordance with LA RS 3:3804.
  - r. *Licensed horticultural professional*. A professional in the science and art of growing fruits, vegetables, flowers, or ornamental plants who is licensed by the State of Louisiana in accordance with LA RS 3:3804.
  - s. *Lion Tailing*. The use of branch removal cuts to remove interior lateral branches, resulting in a concentration of growth at branch ends (Source: ANSI A300 (Part 1) Pruning)
  - t. *Nursery stock*. Plants grown in or obtained from a nursery. (Source: ANSI Z60.1-2014)
  - u. *Open space*. Space on a lot, parcel or tract that is not developed with a structure or hardscape. Open space shall consist of natural vegetation or landscaping consisting of tree, shrubs, flowers, or vegetative cover.
  - v. *Perennial*. A plant that continues to live from year to year; in cold climates, the foliage may die to ground, but the roots and rhizomes persist. (Source: The Louisiana Manual)
  - w. *Planting season*. The preferred time of year for planting. For balled and burlapped stock, the suggested planting time is September to April. For bare root stock, the suggested planting time is December to March. (Source: The Louisiana Manual)
  - x. *Right-of-Way (or ROW)*. A strip of land taken or dedicated for use as a public way. In addition to the roadway, it typically includes public infrastructure such as curbs, sidewalks, lighting, overhead and subsurface public utilities and drainage facilities. The boundary of the ROW separates publicly owned property from adjacent privately owned property. (Source: PAS Report 521A Planners Dictionary)

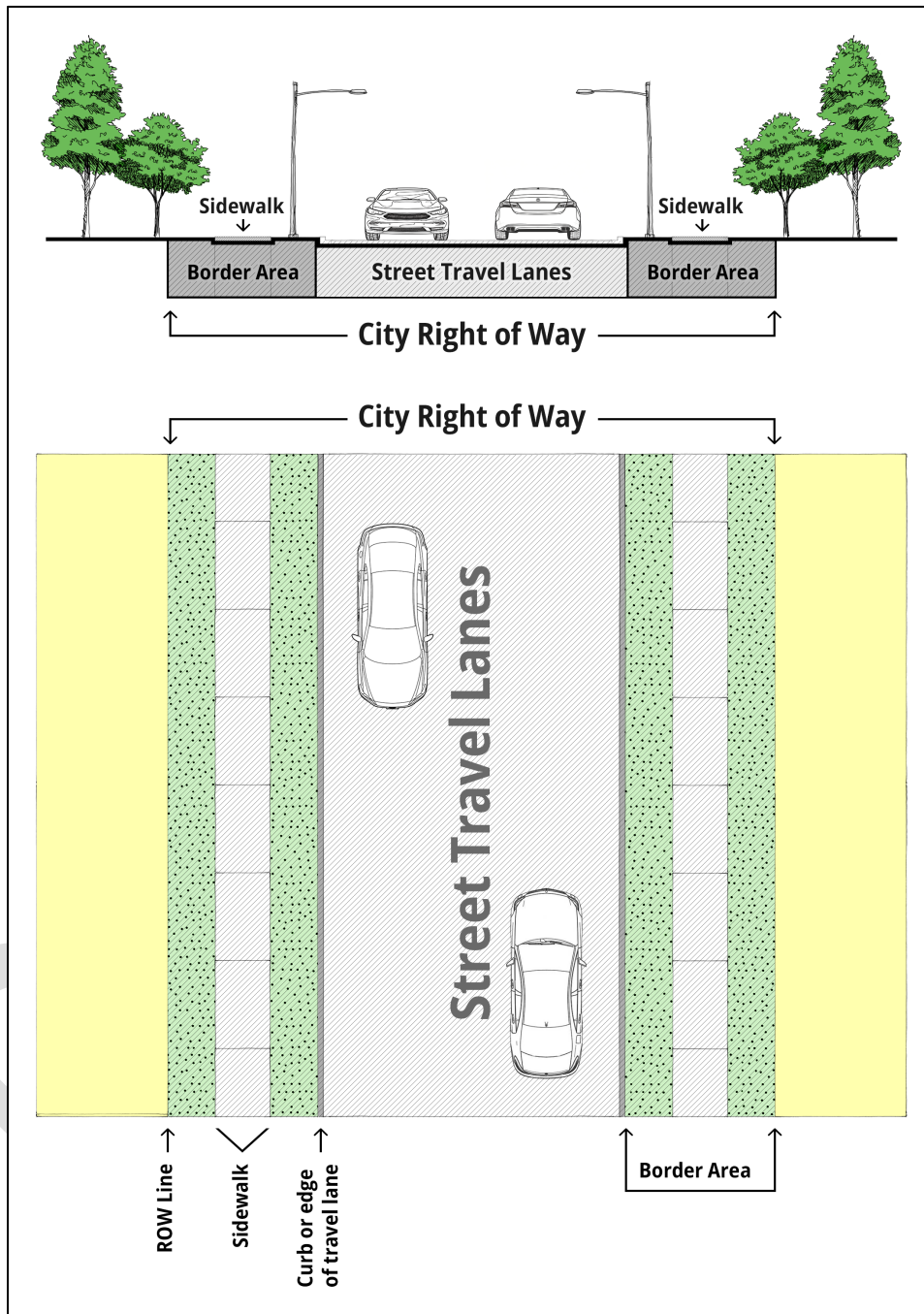


Figure 2.25.2 Right of Way

- y. *Root ball*. The intact ball of earth or growing medium containing the roots of a nursery plant. (ANSI Z60.1-2014)
- z. *Shrub*. Generally smaller than a tree; a woody perennial, which usually has numerous stems growing from its roots. (Source: The Louisiana Manual)
- aa. *Staking*. The practice of driving a pole or rod into the ground close to the stem or young plant providing support during its vertical growth. (Source: The Louisiana Manual)



- bb. *Substantial Improvement*. Any repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building, structure, or premise, the cost of which equals or exceeds seventy-five percent (75%) of the value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual work performed. (taken from International Building Code and modified for use herein for tree preservation and landscaping, specifically the 75% criteria).
- cc. *Topiary*. Pruning system that uses a combination of pruning, supporting and training branches to orient a plant into a desired shape. (Source: ANSI A300 (Part 1) Pruning)
- dd. *Topping*. Reduction of tree size by cutting live branches and leaders to stubs, without regard to long-term health or structural integrity. (Source: ANSI A300 (Part 1) Pruning)
- ee. *Tree*. A wood perennial, usually having a single trunk, normally exceeding 10 feet in height at maturity. (Source: The Louisiana Manual)
  - 1) *Canopy tree*. A species of tree in which adult individuals occupy the more or less continuous canopy layer of a forest. (Source: New York Botanical Garden)
  - 2) *Heritage tree*. Any non-invasive tree with a DBH equal to or greater than 24 inches.
  - 3) *Protected tree*. Any non-invasive tree where the DBH is equal to or greater than 8 inches.
  - 4) *Understory tree*. A species of tree in which adult individuals do not reach the continuous canopy tree layer of a forest. (Source: New York Botanical Garden)
- ff. *Trunk*. That portion of a stem or stems of a tree below the lowest branch. (Source: ANSI Z60.1-2014)
- gg. *Vegetative cover*. The portion of a property that is covered by living, vegetative elements such as trees, shrubs, grass, and other plants; it includes natural or cultivated vegetation that provides greenery, contributes to ecological balance, and enhances the visual appeal of the area.
- hh. *Woody plant*. One of many plants that produce woody stems and trunks that persist above ground from year to year in zones where they are hardy. (Source: The Louisiana Manual)

**B. Land Clearing and Tree removal.**

- 1. *Purpose*. To provide regulations for the preservation of existing trees, protect trees during construction, require planting of new or replacement trees, and provide a method for remediation of damaged trees.
- 2. *Applicability*.
  - a. A tree removal permit is required whenever a protected or heritage tree is requested to be removed.
  - b. A land clearing permit is required for the removal of 5 or more trees greater than 6 inches DBH.
- 3. *Protected and Heritage Trees*.
  - a. *Protected tree*. A Protected tree is any non-invasive tree where the DBH is equal to or greater than 8 inches.
  - b. *Heritage tree*. A Heritage tree is any non-invasive tree where the DBH is equal to or greater than 24 inches.
  - c. *Criteria for tree removal*. Heritage or Protected trees may only be removed for one or more of the following reasons:
    - 1) Trees that are dead or dying as determined by the Department of Planning based on expert opinion from a Licensed Louisiana Landscape Architect or Arborist.
    - 2) Protected trees that are within the footprint of a proposed new structure or an addition to an existing structure. For approval based on a planned building or addition, a



building permit must have been applied for and a tree survey provided showing the location of the tree relative to the planned building's foundation.

- 3) Protected trees that are too close to an existing or planned building foundation based on the criteria established in Table 2.25-1. Minimum Distance of a Tree from Building Foundation. For new construction a building permit must have been applied for and the project site plan must clearly show the protected tree will be within the minimum distance established in Table 2.25.1. For an existing building, the applicant must provide photographs showing the relationship of the tree to the structure and provide a site plan showing the distance from the protected tree to the foundation.

Table 2.25.1. Minimum Distance of a Tree from a Building Foundation			
	Small Tree Less than 30' tall <sup>1</sup>	Medium Tree 30' to 70" tall	Large Tree Greater than 70" tall
Minimum spacing from building foundation	10'	15'	20'
Minimum spacing from corner of building foundation	8'	12'	15'
Notes: <ol style="list-style-type: none"> <li>1. Height refers to the tree height at maturity, not at planting or current height.</li> <li>2. Distances as recommended by Arbor Day Foundation in Tree City USA Bulletin No. 4 The Right Tree in the Right Place.</li> </ol>			

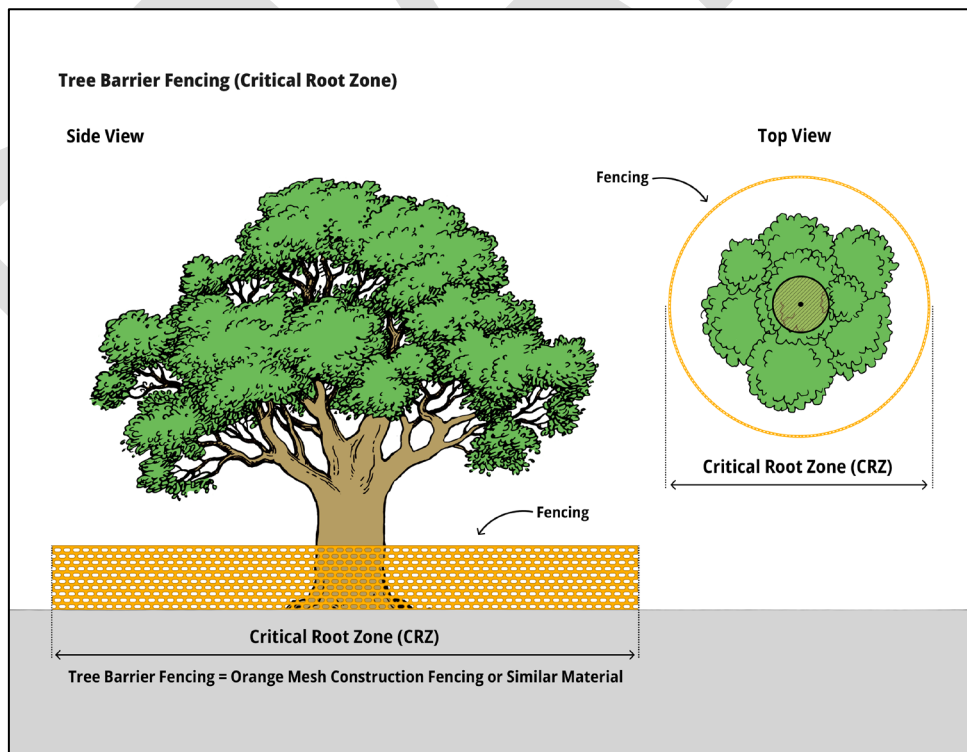
- 4) Removal of Heritage trees that are too close to or within the footprint of an existing or planned building foundation may only be approved by the Director of the Department of Planning after the owner/applicant has demonstrated that the project cannot be redesigned to accommodate retention of the heritage tree.
- 5) Protected or Heritage trees that pose a safety hazard to pedestrian or vehicular traffic as determined by the Department of Planning and based on an expert opinion from a Licensed Louisiana Landscape Architect or Arborist or designated employee from the City's Department of Engineering or Department of Public Works.
- 6) Protected trees that must be removed to observe good tree management practices as determined by the Department of Planning and based on an expert opinion from a Licensed Louisiana Landscape Architect or Arborist.

4. *Tree Survey and Flagging.*

a. *Tree Survey.* A tree survey is required when applying for a land-clearing permit. A Tree Survey shall include:

- 1) A site plan showing the location and outline of all structures and hardscape areas such as parking areas, driveways, sidewalks, drainage structures or other improvements that could affect planting or maintenance of trees. The Tree Survey shall be in the same scale as the site plan submitted with the building permit.
- 2) A symbol marking each tree with a DBH of 6 inches or greater.
- 3) An accurate, to scale, representation of the extent of each tree or grove of trees' canopy.
- 4) A designator or reference number for each tree.
- 5) The location and outline of all existing or planned improvements to the site.
- 6) A table summarizing the following information for each tree eight inches (8") or greater in DBH:
  - a) Tree designator/reference number.
  - b) Latitude and longitude, in decimal degrees.

- c) Botanical and common name.
  - d) Size (DBH).
  - e) Height in feet.
  - f) For Protected and Heritage trees, designation if the tree is to remain or is being requested for removal.
- b. *Staking and flagging of trees.*
- 1) *Flagging.* All Protected and Heritage trees shall be flagged by tying surveyor's tape around the tree at DBH. The tree number/designator from the tree survey shall be clearly written on the flag.
  - 1) *Staking.*
    - a) *Groves.* When multiple collocated trees are to be preserved, the area can be identified by placing stakes connected with surveyors' tape around the CRZ of the trees that are to be preserved.
    - b) *Landscape and buffer areas.* The street landscape area and any required buffer area, as defined in Sec. 2.25.C.4 a and c. shall be identified by placing stakes connected by surveyor's tape around the perimeter of the respective area.
5. *Tree protective measures.* The following protective measures must be applied to any trees not approved for removal.
- a. *Barrier.* Installation of a barrier consisting of flexible orange construction fencing or similar material must be erected around the CRZ of all Heritage or Protected trees and around any uncut buffer/landscape areas that are to remain. The barrier must encircle the tree or grove of trees so that it cannot be approached from any direction without having to cross the barrier. The barrier must be inspected by the Department of Planning before a tree removal or land clearing permit is approved and before any site preparation such as bulldozing, grubbing and clearing, or staging of equipment or materials may commence.



**Figure 2.25.3 Tree Protective Measure**

- b. *Mulch.* Three inches of mulch is required on top of the roots within the CRZ of all Heritage and Protected trees.
  - c. *Construction activities prohibited in CRZ.* The following activities are prohibited within the CRZ:
    - 1) Trenching, digging or boring (refer to Sec. 2.25.B.5.d for exceptions).
    - 2) Depositing of fill.
    - 3) Paving.
    - 4) Constructing buildings or other structures.
    - 5) Storing of construction equipment or material.
    - 6) Operating vehicles or mechanical equipment (refer to Sec. 2.25.B.5.d for exceptions).
  - d. *Exceptions to Construction activities in CRZ.* The following activities can occur on a limited basis if the request is submitted to the Planning Department for approval at least 24 hours prior to commencement and includes details that clearly illustrate how tree roots will be protected. Limited activities include:
    - 1) Trenching, digging, or boring using hand tools or the use of push or walk behind equipment. Requests must include details and a diagram of the proposed activity that clearly illustrates how tree roots will be protected or cut back and sealed.
    - 2) Grubbing and clearing with hand tools or the use of push or walk behind equipment.
    - 3) Unavoidable vehicular movement. When vehicles must transit the CRZ, wood sheets or planks must be placed on top of the mulch layer and must be removed as soon as the transit has occurred. In no case will the wood or planks be left in place overnight.
6. Remediation of damaged or distressed Protected and Heritage trees.
- a. *General.* To retain as much mature tree canopy as possible, the City's policy is to require an owner/developer to attempt, whenever feasible, to remediate damaged or distressed trees before being granted a permit for their removal.
  - b. *Applicability.* All damaged and distressed trees on developed or undeveloped property in all zoning districts must first seek to remediate the tree before seeking to remove them.
  - c. *Requirement.*
    - 1) *Tree assessment.* When a tree is damaged or distressed the owner/developer shall hire a Licensed Louisiana Landscape Architect, Arborist, or Horticultural Professional to assess the tree and develop a remediation plan to restore the tree to good health.
    - 2) *Request to remove the tree.* If, after receiving the assessment and proposed remediation plan from the licensed professional, the owner/developer decides to apply for a Tree Removal permit, a copy of the assessment and remediation plan shall be submitted with the permit.
    - 3) *Department of Planning review and decision.* The Department of Planning will review the assessment and remediation plan when considering the tree removal permit. The Department of Planning will decide whether to require the owner/developer to implement the remediation plan or approve the permit. If the decision is to implement the remediation plan, a re-assessment date shall be established at which time a licensed professional will reassess the tree. If a tree is found to be recovered or recovering, the tree removal permit will be cancelled. If the tree has not responded to the remediation actions, then the tree removal permit shall be issued.
    - 4) *Exception.* If at the initial assessment the Licensed Professional determines the tree poses an immediate threat to life or property and the Director of Planning concurs, the tree may be removed without having to first attempt remediation.
    - 5) *Appeals.* Appeals of the Department of Planning's decision to require remediation instead of removal shall be heard by the Board of Adjustments and must be filed within 10 days of the decision.
  - d. *Replacement trees.* If it is determined by the Department of Planning that the damage or distress to the tree was caused by the property owner, developer, or someone contracted by

them, the owner/developer shall be required to plant replacement trees and be subject to fines.

7. Replacement and fines for removal, damaging beyond repair, or killing of Protected or Heritage tree.
  - a. *General.* Trees removed, damaged beyond repair, or killed without a permit will be replaced on a one-inch DBH to one-inch caliper ratio.
    - 1) Whenever feasible, trees should be replaced by a single tree.
    - 2) Trees may be replaced by multiple trees whose total caliper inches equals or exceeds the DBH in inches of the removed tree. In no case shall a tree be planted that is less than two inches (2") in caliper at time of planting.
  - b. Trees removed without a permit, damaged beyond repair, or killed during a development project.
    - 1) *Responsible for replacement.* The developer/owner is responsible for the replacement of any tree that is removed without a permit, damaged beyond repair, or killed during development, whether as part of land clearing or during subsequent construction activity. The tree shall be replaced as part of the project's landscape plantings and must be installed and inspected prior to issuance of a Certificate of Occupancy or Certificate of Completion.
    - 2) *Delay in planting.* If approved by the Director of Planning, the planting of replacement trees can be delayed to the beginning of the next planting season to provide the best opportunity for the planting to take root and survive. In no case will the planting of replacement trees be delayed beyond the next planting season. The developer shall provide a performance bond as a guarantee of the tree(s) replacement.
  - c. Tree removed without a permit, damaged beyond repair, or killed not as part of a development project.
    - 1) *Responsible for replacement.* The property owner is responsible for replacing any Heritage or Protected trees that are removed, damaged beyond repair, or killed. The owner shall have six (6) months from the date of citation to install the replacement tree.
    - 2) *Delay in planting.* If approved by the Director of Planning, the planting of replacement trees can be delayed to the beginning of the next planting season to provide the best opportunity for the planting to take root and survive, but in no case will the planting of replacement trees be delayed beyond the next planting season. The property owner shall provide a performance bond as a guarantee of the tree(s) replacement.
  - d. *Performance bond for delayed planting.* A performance bond, as a guarantee for delayed planting, must be equal to the cost to install and maintain the replacement tree(s) for one (1) year after planting. The Director of the Department of Planning shall have the authority to "Call in" the bond and cause the replacement trees to be planted or to release the bond upon successful completion of the planting. The Director of Finance shall determine the criteria for the performance bond based on the City's established requirements. The Director of Finance shall "Call in" or return the bond based on direction of the Director of Planning.
  - e. *Fines.* In addition to the cost of replacement, a fine shall be assessed for the killing or removal of Protected and Heritage tree(s) without a permit. The fee is based on the formula set forth in Sec. 2.25.B.9.
8. Payment in lieu of Planting or Replacement.
  - a. *Applicability.* In those cases when it is impractical due to lack of sufficient planting area, presence of utilities or other obstructions, or lack of suitable soil and growth medium to plant a tree, the Director of Planning can authorize payment in lieu of required plantings. The amount of the payment will be based on the tree's replacement cost established in Sec. 2.25.B.9.b. Such payment shall be applied to the City's tree maintenance budget. The payment in lieu of is separate and distinct from any fine assessed by the Director of Planning

for the removal without a permit, damage beyond repair, or killing of a Protected or Heritage Tree.

- b. *Calculating Cost of a Tree* (Figure 2.25.1). The cost of a tree is based on the cost of the tree(s) plus the cost of installation affirmed through a signed estimate provided by a nursery. Installation costs include labor, at prevailing wages, and materials and any equipment rental, at prevailing rates, and will be supported by an itemized statement from the arborist/landscaper responsible for the installation.

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Figure 2.25.1. Cost of a Tree

$$\text{Tree Cost} = \text{COT} + \text{COL} + \text{COM} + \text{COER}$$

Where:

- COT = Cost of Tree. Cost of tree is the cost of purchasing one or more trees such that the caliper inches of the replacement trees equal or exceed the DBH of the tree removed, as affirmed by an estimate or invoice from a nursery showing the cost of the trees.
- COL = Cost of Labor. Cost of Labor is the hourly cost of the licensed arborist or horticulturist and the hourly cost for each laborer times the number of hours to complete the installation. The hourly rate shall be based on prevailing wages.
- COM = Cost of Material. Cost of Materials includes all materials needed to plant, support, and maintain the tree(s) for 1 growing season. Materials must be itemized on an estimate, invoice, or sales receipt and be based on prevailing rates.
- COER = Cost of Equipment Rental. Cost of Equipment Rental includes the cost of renting equipment needed for installation and the maintenance of the tree/trees for 1 growing season. Equipment rental costs must be itemized in a rental contract and be based on prevailing rates.

C. Landscape.

1. *Purpose.* To provide the planting requirements for the street, parking area, open space, and buffer landscape areas and to provide a method to approve alternative landscape plans.
2. *Applicability.* Landscape requirements apply to all new construction and substantial improvements for industrial and commercial developments (including multi-family residential) and for one and two-family dwellings and townhomes.
3. *Landscape Plan.*
  - a. *Plan requirements.*
    - 1) *Applicability.* Landscape plans are required for all industrial and commercial (including multi-family) new construction, substantial improvements, and if a property loses its legal nonconforming status. See App. A - Zoning, Part 6 – Nonconforming Lots; Nonconforming Uses of Land; Nonconforming Structures; and Nonconforming Uses of Structures and Premises).
    - 2) *Requirement.* Landscape plan must:
      - a) Be prepared by a licensed Louisiana Landscape Architect.
      - b) Be drafted at the same scale as the site plan.
      - c) Show topography, existing natural features, soil characteristics, and watercourses.
      - d) Show all stormwater Best Management Practices (BMP) located on or adjacent to the site.
      - e) Show all lot, parcel, or tract boundary lines and include legal identification.
      - f) Show existing and proposed grading of the site indicating contours in at least 1-foot intervals.
      - g) Show existing and planned improvements on site, including buildings, walkways, parking areas, drainage structures, fences, utility lines, pools, and any other improvements that could obstruct or enhance the landscaping.

- h) Show location, size, DBH, and botanical and common name of existing trees to remain after development.
  - i) Show the outline of any existing woodland/vegetated areas to remain.
  - j) Provide the botanical and common name for all plants, shrubs and trees that are to be planted.
  - k) Provide the caliper inches or container size of all required plantings.
  - l) Provide a planting schedule.
  - m) Show proposed irrigation systems.
- 3) *Review, approval, and appeal.* The Department of Planning shall review and can approve a landscape plan, require modifications to conform to the requirements of these regulations, or reject a plan. Appeals of a rejected landscape plan shall be made to the Board of Adjustments within 10 days of the decision (refer to App. A Zoning, Part 7 Board of Adjustment for information on Board procedures).
- 4) *Inspection.* After the owner/developer has notified the Department of Planning that the landscape installation is complete, the Department of Planning will inspect the landscaping for conformance with the approved landscape plan. The Department of Planning shall either approve or reject the plantings. If rejected, the Department of Planning shall notify the owner/developer of the deficiencies and what is required for approval.
- b. *Alternative Landscape Plan.*
- 1) *General.* Many sites in the City of Slidell were developed prior to current landscape and open space requirements and the sites configuration preclude strict adherence to these regulations. Additionally, the City wishes to encourage creative landscaping. To facilitate these goals, the Director of Planning may approve alternative landscape plans or refer alternative plan applications to the Planning Commission for approval.
  - 2) *Applicability.* Alternative landscape plans may be applied for under the following circumstances:
    - a) *Developed lot.* When a previously developed lot does not have sufficient space or the configuration of principal and accessory structures improvements preclude strict compliance with landscape regulations, the owner/developer may submit an alternative landscaping plan for consideration and approval.
    - b) *Creative alternative.* An owner/developer of either a developed or undeveloped lot may submit an alternative landscape plan that rearranges or combines required landscape areas to provide a creative or functional landscape.
  - 3) *Not applicable.* The following reasons do not qualify for an exception:
    - a) Lack of sufficient space for a new construction project.
    - b) Lack of sufficient space for a developed site when the decision-making of the current property owner created the lack of sufficient space.
    - c) Lack of sufficient space on a developed lot where the existing improvements are to be demolished and the site redeveloped.
  - 4) *Requirement.* Applications for alternative landscapes plans shall be submitted to the Department of Planning with the application for a building permit or landscape permit. The alternative landscape plan shall comply with the requirements of Sec. 2.22.C.3. Landscape Plans.
  - 5) *Review, approval, and appeal.* The Director of Planning can either review the alternative landscape plan or refer it to the Planning Commission for review and decision. The decision-maker may either:
    - a) *Approve.* Approve the alternative plan as presented or approve a modified plan.
    - b) *Reject.* The Director of Planning or Planning Commission may reject the alternative plan. If the plan is rejected, the owner/developer will be given an opportunity to revise and resubmit a plan that complies with the City's landscape regulations.



- c) *Appeal.* The Board of Adjustments shall hear appeals of the decision by the Director of Planning or Planning Commission to reject a plan. Procedures for appealing to the Board of Adjustment are set forth in App. A Zoning, Part 7 Board of Adjustment.
- 6) *Inspection.* Inspection of an approved alternative landscape plan is the same as the procedures in Sec. 2.25.C.3.a.4.

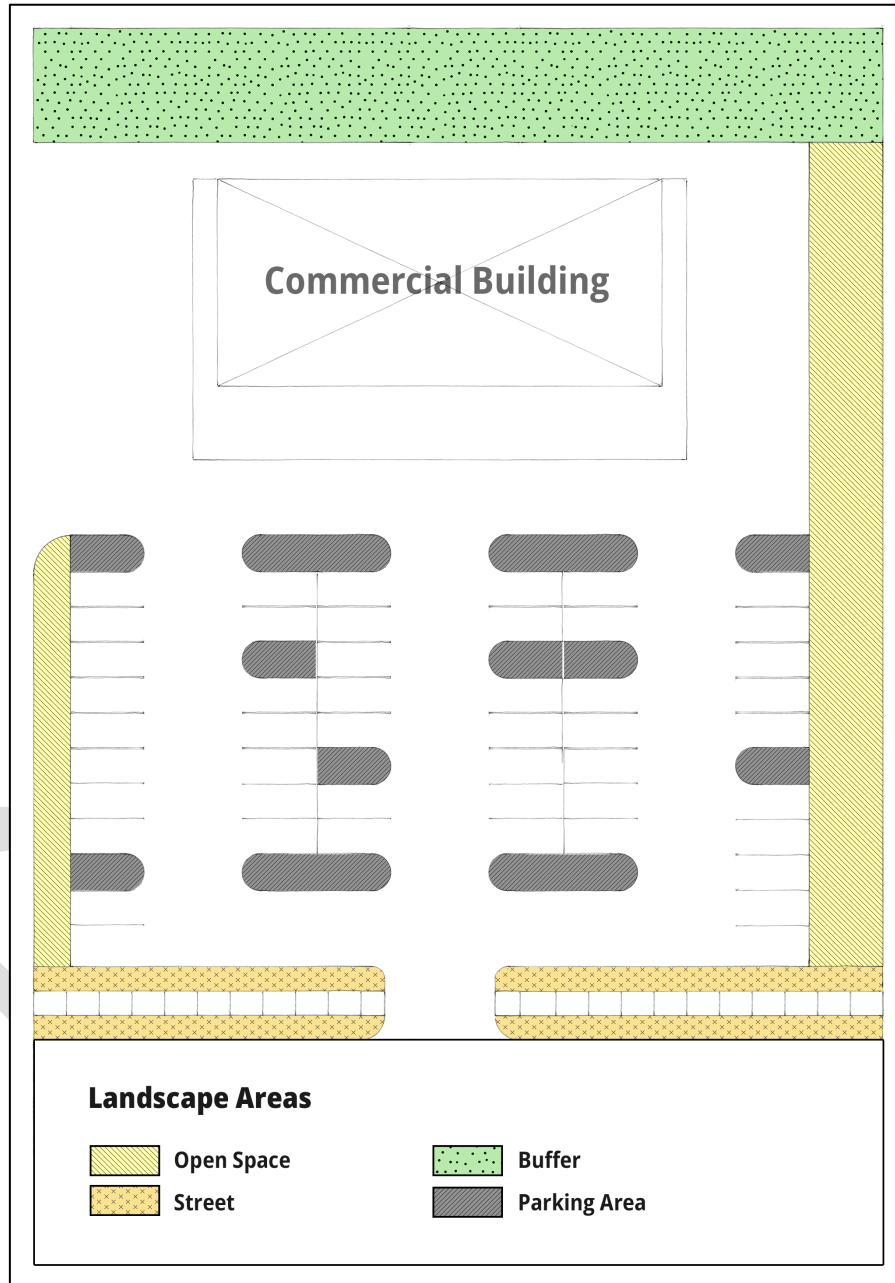


Figure 2.25.4 Landscape Areas

- 4. *Industrial and commercial landscape requirements.* Landscape areas are divided into four types depending on their location and purpose. The four types of landscape area are Street, Parking Lot, Buffer, and Open Space (refer to Figure 2.25.4).
  - a. *Street Landscape Area.*

- 1) *Requirement.* Street Landscape Areas are required for new construction and substantial improvement of all industrial, commercial, and multifamily properties.
- 2) *Location and dimensions.* The Street Landscape Area is required to span the entire property frontage that abuts a public right of way, including the street, utility, or drainage areas. The Street Landscape Area shall commence at the property line and extend to a depth of ten percent (10%) of the depth or width of the property, whichever is applicable, with minimum distance of ten feet (10') and a maximum distance of

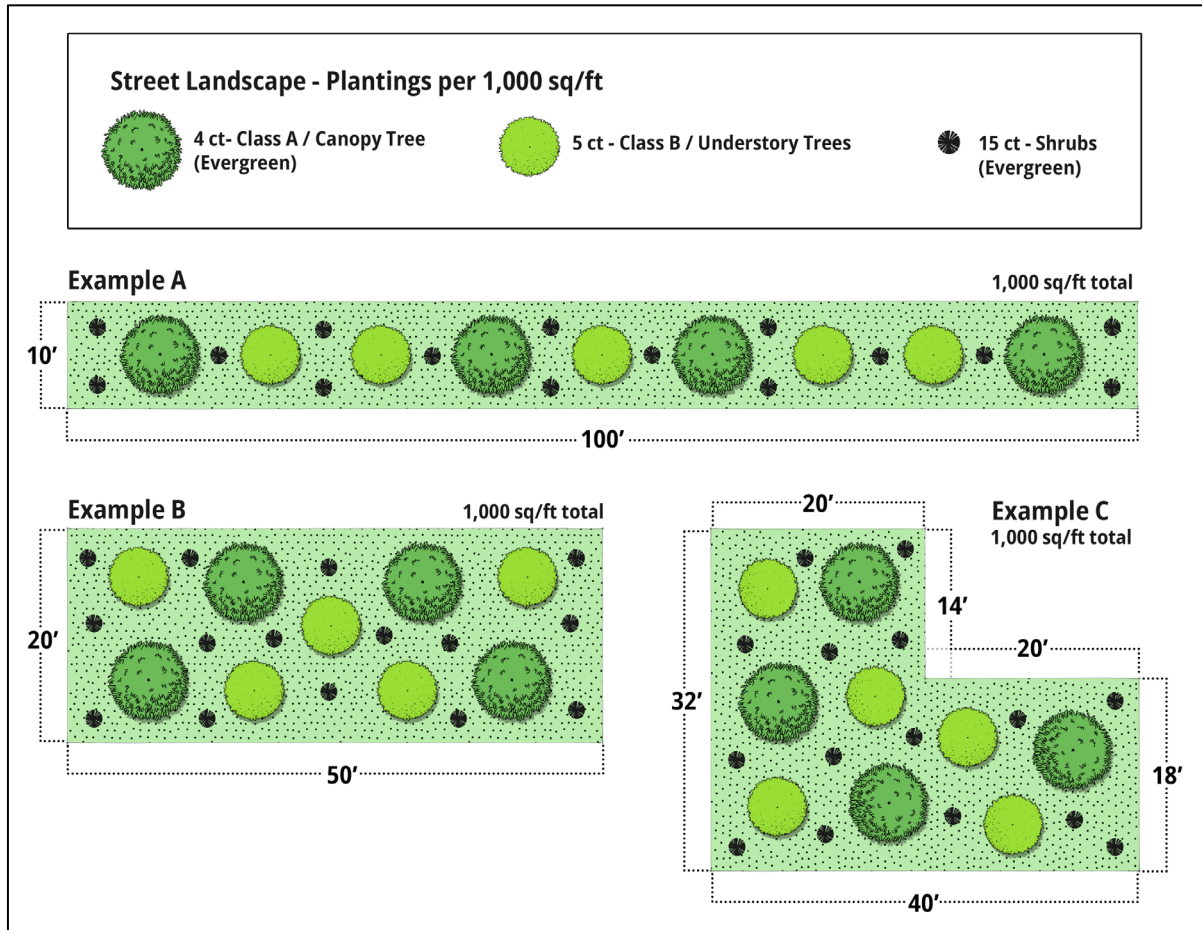


Figure 2.25.5 Street Landscape Area

- twenty-five feet (25').
- 3) *Planting Requirements* (refer to Figure 2.25.5). For every 1,000 square feet of landscape area, a minimum of four (4) canopy trees, five (5) understory trees/ornamental trees, and fifteen (15) shrubs must be provided. Trees and shrubs may be planted in clusters. Areas not planted with trees or shrubs must be planted in a living vegetative covering. No hardscape may be located in the street landscape area other than exceptions listed in Sec. 2.25.C.4. a) and b) below.
  - 4) *Exceptions.*
    - a) *Access driveways.* Access driveways may cross the Street Landscape Area at right angles and must be no wider than the required driveway width set forth in App. B-Subdivision Regulations.
    - b) *Sidewalk/pedestrian and bicycle pathways.* Sidewalks, pedestrian, and bicycle pathways that connect to the public sidewalks or bicycle paths may cross the Street Landscape Area.

- c) *Subsurface utility lines.* Subsurface utility lines may cross the Street Landscape area at a right angle to the Street Landscape area. The alignment of the utility lines must not cross through the Critical Root Zone (CRZ) of any canopy or understory trees, and the surface area above the utility line shall be planted with a living vegetative covering.
  - d) *Overheard utility lines.*
    - i. *Utility service line.* Overhead utility service lines may cross the Street Landscape area at right angles to the Street Landscape area. Canopy trees must not be planted underneath overhead utility lines, and the selection of any understory trees planted underneath utility lines shall grow no higher than twenty feet (20') at maturity.
    - ii. *Public utility lines.* On those rare occasions where public overheard utility lines run within an easement or servitude on private property, canopy trees are not permitted to be planted underneath the utility lines. If a public utility line runs parallel to the street landscape area and thereby precludes the planting of canopy trees, the width of the street landscape area shall be extended in width an amount sufficient to ensure there is at least a 10-foot deep landscape area.
- b. *Parking lot landscape area.*

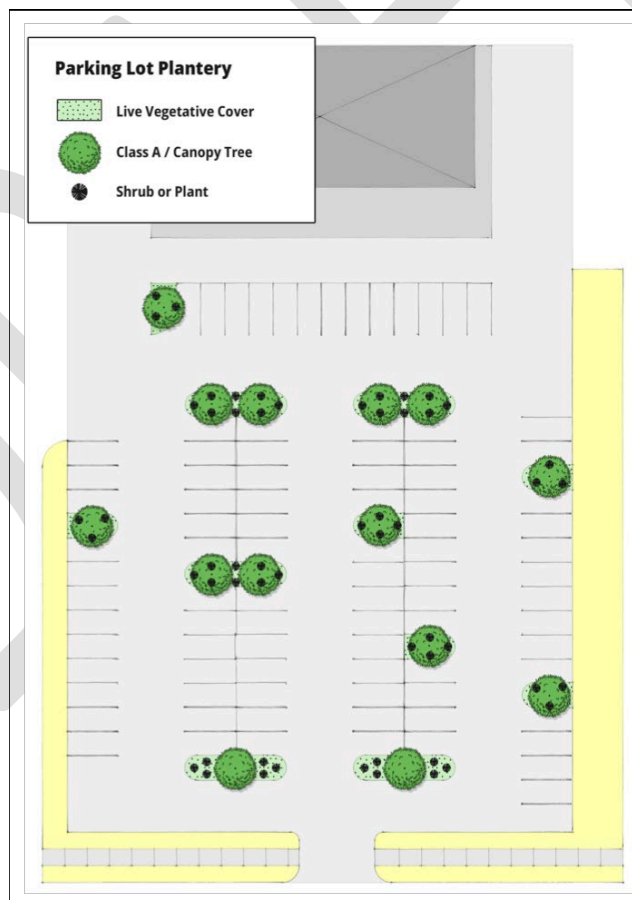


Figure 2.25.6 Parking Area Plantings

- 1) *Requirement.* Parking Lot Landscaping is required for new construction and substantial improvement of industrial, commercial, and multifamily properties with 10 or more parking spaces.
  - 2) *Location and dimensions.* Parking lots shall consist of both End Row Planting Areas and Interior Row Planting Areas as shown in Figure 2.25.6.
    - a) *End Row Planting Area.* The End Row Planting Area shall consist of a 100 square foot planting area at the end of each row of parking. When 2 rows of parking abut each other the 100-foot End Row Planting Areas shall be combined into one 200 square foot End Row Planting Area.
    - b) *Interior Row Planting Area.* The Interior Row Planting Area shall include a 200 square foot planting area for every twelve 12 parking spaces. The Interior Row Planting Areas shall be dispersed evenly throughout the parking area so as to provide a more consistent shade canopy, unless an exception is approved by the Department of Planning per Sec. 2.25.C.4.b).4). Where required landscaping area calculations result in a fraction, calculations shall be rounded up to the nearest whole number.
  - 3) *Planting requirements.* Both End and Interior Planting areas shall consist of at least one (1) canopy tree and five (5) shrubs. Areas not planted with trees or shrubs must be planted in a living vegetative covering. The required planting area does not include curbing; accessory structures, such as light poles; or hardscape such as paving stones, gravel, asphalt, or concrete.
  - 4) *Exceptions.* The Department of Planning can approve adjustments to the layout of the End Row and Interior Row Planting Areas in order to:
    - a) Preserve a Heritage or Protected tree.
    - b) Retain a cluster of canopy and understory trees and shrubs.
    - c) Accommodate Best Management Practices for stormwater management.
    - d) Achieve a holistic, integrated landscape plan for the site.
- c. *Buffer Landscape Area.*
- 1) *Requirement.* Table 2.25-3 identifies when a buffer is required and the entity responsible for providing the buffer. A buffer includes both a landscape area and a fence or wall.

Table 2.25-3 Buffer Requirements				
Land Use Application: Entity Responsible	Adjacent Property			
	Single-Family	Multi-Family	Commercial	Industrial
Single-Family <sup>3</sup>	NR <sup>1</sup>	NR	NR	NR
Multi-Family <sup>4</sup>	R <sup>2</sup>	NR	NR	NR
Commercial <sup>5</sup>	R	R	NR	NR
Industrial <sup>6</sup>	R	R	R	NR

Notes:

1. NR = Not required.
2. R = Required.
3. Single-Family includes single dwelling unit, two dwelling units, and townhomes in the A-1, A-2, A-6 and RRD districts and in the C-3 district when property is used as a single dwelling unit, two dwelling units, and townhome.
4. Multi-family = Commercial property with three or more dwelling units in the A-7, A8, and A-9 districts and in the A-9C and C-4 districts when Use is multifamily.
5. Commercial includes any commercial use in the A-9C, C-1, C-1A, C-2, C-2W, C-3, C-4 and C-6 districts and any commercial use in the M-2 district.
6. Industrial includes any industrial use in the C-4, C-6, and M-2 districts.

- 2) *Location and dimensions.* The Buffer Landscape Area must extend along the entire shared property line with the less intense use as identified in Table 2.25-3 and shown in Figure 2.25.4. The width of the buffer landscape area shall be ten percent (10%), either the depth or width, of the lot with a minimum of ten feet (10') and maximum of twenty-five feet (25'). The depth or width of the lot shall be calculated by drawing a line at a right angle from the shared property line along which the buffer must be located to the property line at the opposite end of the lot.

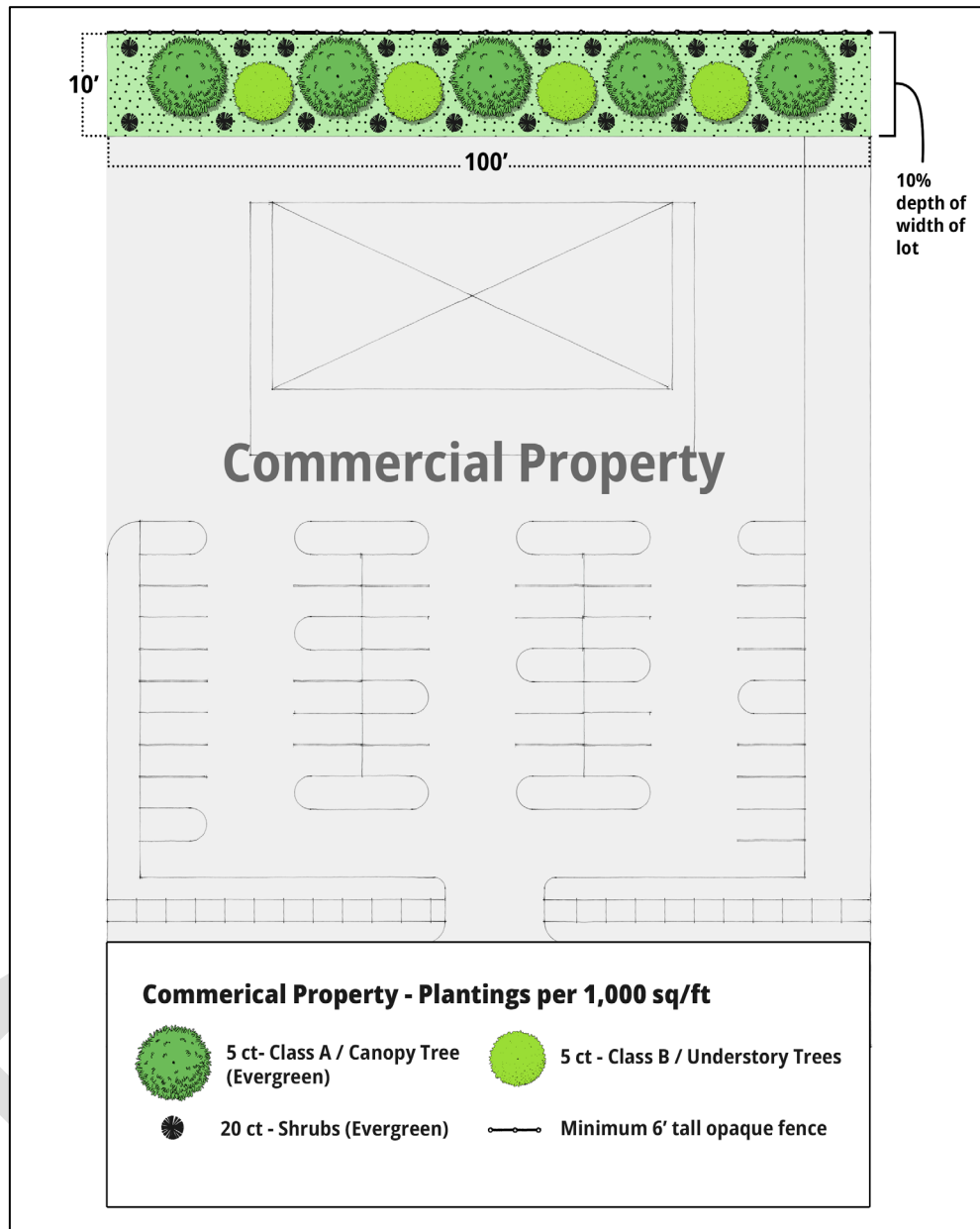


Figure 2.25.4 Tree Protective Measure

- 3) *Planting and Fence Requirement.*
  - a) *Planting requirement.* The Buffer Landscape Area must consist of a minimum of five (5) canopy trees, five (5) understory trees, and twenty (20) shrubs for every 1,000 square feet of landscape area. The plantings shall be evergreen and dispersed evenly along the shared property boundary to provide continuous screening. Areas not planted with trees or shrubs shall be planted in a living vegetative covering. There shall be no hardscape located in the buffer landscape area other than the exceptions provided for in Sec. 2.25.C.4.c.4) below.
  - b) *Fence requirement.* The Buffer Landscape Area must include a fence to block noise, light and particulates. The fence shall be at least six 6 feet tall and opaque. The

Director of the Department of Planning can require a taller fence and sound abatement materials to increase the buffer affect when:

- i. The height of the more intense use relative to the less intense use is such that the higher use's light, noise, or particulates could pass over a 6-foot fence without hindrance.
- ii. To offset the degradation in the buffer's effectiveness because existing buildings make achieving the buffer requirements impractical.

4) *Exceptions.*

- a) *Sidewalks and bicycle pathways.* Sidewalks and bicycle pathways that connect with public sidewalks or bicycle paths may cross the Buffer Landscape Area provided the path crosses at a right angle to the length of the Buffer Landscape area.
- b) *Subsurface utility lines.* Subsurface utility lines may cross the Buffer Landscape Area provided the alignment of the utility lines does not cross through the CRZ of any canopy or understory trees, and the area above the utility line is planted with a living vegetative covering.
- c) *Overheard utility lines.*
  - i. *Utility service line.* Utility service lines may cross the Buffer Landscape Area provided Canopy Trees are not be planted underneath overhead utility lines, and the selection of any understory trees planted underneath utility lines grow no higher than twenty feet (20') at maturity.
  - iii. *Public utility lines.* On those rare occasions where public overheard utility lines run in an easement or servitude on private property, canopy trees must not be planted underneath utility lines. If the public utility line runs parallel to the Buffer Landscape Area, thereby precluding the planting of Canopy Trees, the width of the area shall be extended in width an amount sufficient to ensure the Buffer Landscape Area meets the requirements established in Sec. 2.25.C.4.c.2).

d. *Open Space Landscape Area.*

- 1) *Requirement.* Ten percent of all industrial, commercial, and multifamily sites shall be open space. Open Space Landscape Area requirements are in addition to required Street, Parking, and Buffer Landscape Areas.
- 2) *Location and dimensions.* Open Space Landscape Areas may be:
  - a) Established by creating planting areas along a building façade, between a building and a parking area, or alongside non-buffered property lines; or
  - b) Made a part of other required landscape areas, but in no case shall the planting space be counted as both open space landscaping and one of the other required landscape areas; or
  - c) Located anywhere else on site.
- 3) *Planting requirement.* For every 1,000 square feet of landscape area there shall be a minimum of 4 canopy trees, 5 understory trees/ornamental trees, and 15 shrubs. Areas not planted with trees or shrubs shall be planted in a living vegetative covering. There shall be no hardscape located in Open Space Landscape Areas other than the exceptions provided for in Sec. 2.25.C.4.a and b above. The minimum size of any planting area shall be five foot (5') by five (5').
- 4) *Exceptions.*
  - d) The Department of Planning can approve retention of existing vegetation in lieu of removing and replanting areas provided that the existing vegetation consists of a mix of non-invasive trees and shrubs. The Department of Planning can require additional planting of trees and shrubs to "thicken" existing vegetated areas.
  - e) Stormwater drainage improvements may be counted as open space provided improvements consist of a live vegetative covering and include canopy or understory trees or shrubs.



5. *Residential Landscape Requirements - Open Space.*
  - a. *Requirement.* Every lot, parcel, or tract must maintain a total of 20 percent of the lot, parcel, or tract as open space.
  - b. *Applicability.* Lots, parcels, or tracts with new or substantially improved one or two-family dwellings or townhomes.
  - c. *Minimum location and dimensions.*
    - 1) *Front yard.* 50 percent must remain open.
    - 2) *Rear yard.* 20 percent must remain open.
    - 3) *Side yard.* 20 percent must remain open but does need to be evenly distributed as long as the total from both side yards equals or exceeds 20 percent.
  - d. *Planting requirement.*
    - 1) One canopy tree in the front or side yard visible from the public right-of-way.
    - 2) Remainder of the open space shall, at a minimum, be planted in a living vegetative covering.
  - e. *Exceptions.* A new tree does not need to be planted if an existing Protected or Heritage tree is retained.
  
6. *Supplementary requirements.*
  - a. *Planting and Nursery Stock Standards.* Planting and nursery stock must comply with standards established in American Standard for Nursery Stock (Source: ANSI Z60.1-2014) published by AmericanHort on April 14, 2014, or its latest edition.
  - b. *Tree Maintenance.*
    - 1) *General.* Proper pruning is essential to a tree's health and its ability to fulfill its requirements to provide shade, reduce flooding, purify air, and screen less intense uses from more intense uses.
    - 2) Maintenance of plantings must comply with the April 2014 edition of "The Louisiana Manual for the Environmental Horticulture Industry as published by Louisiana Nursery and Landscape Association", or its most recent edition.
    - 3) Trees required by these regulations must be pruned to retain their natural canopy shape and form. The following pruning practices are prohibited for required trees:
      - a) Topiary
      - b) Topping
      - c) Lion tailing
  - c. *Camellia requirement.* All multi-family, commercial, and industrial new construction or substantial improvements must plant and maintain three (3) camellias for the first five (5) acres or portion thereof of property and a minimum of two (2) additional camellias for every additional acre. Any genus of the Camellia is acceptable. The camellia can be planted in the Street, Parking, or Open Space landscape areas provided that each camellia is in a location visible from the public right-of-way or near a building main entrance.
  - d. *Clear Sight Triangle.*
    - 1) *General.* The purpose of the clear sight triangle is to create an area clear of visual obstructions at the intersection of two (2) or more streets or a street and a private drive to allow enough reaction and braking time to avoid a conflict between vehicles and pedestrians.
    - 2) *Requirement.* Within the clear sight triangle there shall be no plantings, principal or accessory structures, or other obstructions to visibility between eighteen inches (18") and ten feet (10') above ground, other than exceptions provided for in Sec. 2.25.C.4.f.4) below.
    - 3) *Location and dimensions.* The clear sight triangle commences at the intersection of the right-of-way lines or the intersection of a right-of-way line and the edge of a private drive, then extends along the approach legs of the intersecting street or private drive.

Drawing a line that connects the endpoints of the 2 right-of-way/driveway approach legs completes the sight triangle. Refer to Figure 2.25.8 as an example.

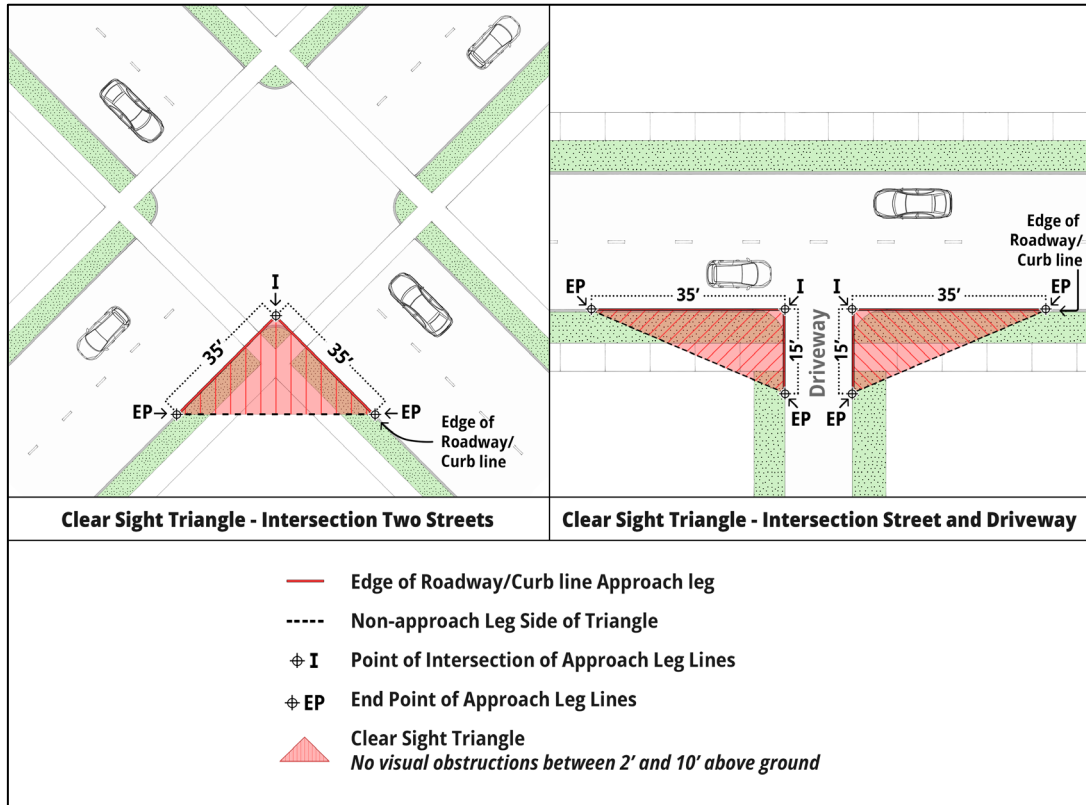


Figure 2.25.8 Clear Sight Triangle

- a) *Intersection of two public streets.* The length of the approach legs for a clear sight triangle at the intersection of two (2) public streets shall be a minimum of thirty-five feet (35').
- b) *Intersection of a public street with a private drive, where private drive is stop controlled.* The minimum length of the approach legs for a clear sight triangle at the intersection of a public street and a stopped controlled private drive is:
  - i. Public right of way: thirty-five feet (35').
  - ii. Private drive: fifteen feet (15').
- c) *Increasing the size of clear sight triangle.* The Director of the Department of Engineering, the Assistant Director of the Department of Engineering, or the Staff Engineer may require the length of an approach leg be increased if, in their professional judgment, a larger clear sight triangle is warranted by the unique conditions of a specific intersection.
- 4) *Exceptions.* The following structures may be located in a clear sight triangle under the following conditions:
  - a) LADOTD or City of Slidell approved regulatory, warning or guide signs. All such signs shall conform to the standards set forth in the latest edition of the Manual of Uniform Traffic Control Devices (MUCTD) for Street and Highways.
  - b) LADOTD or City of Slidell approved fire hydrants.

- c) Existing utility poles or utility poles that cannot be placed outside of the clear sight triangle due to legal constraints or other constraints generated by existing environment.

D. Public Tree Management.

1. *General.* The planting and maintenance of trees, shrubs, and plants on public property is beneficial to the City, its residents, and businesses.
2. *Purpose.* Regulations in this section assign responsibility for public tree planting and management and clarify private property owner's authority and responsibility for planting on public property.
3. *Responsibility for public tree and landscape planting and management.*
  - a. *Responsibility.* The Director of the Department of Parks and Recreation is responsible for all tree and landscape planting on public property to include:
    - 1) Cultivation, placement, maintenance, and removal of trees, shrubs, flowers, and other plants.
    - 2) Protection of trees during City construction projects.
    - 3) Review and decision-making on private tree planting requests.
    - 4) Maintenance of tree planting and removal records.
  - b. *Area of responsibility.*
    - 1) *City.* City owned public areas including all city owned parks, parkways, street rights-of-way, medians, and buildings.
    - 2) *State.* Where an agreement exists with the Louisiana Department of Transportation and Development, the City may plant, maintain and remove trees, shrubs, flowers, and other plants within a state highway right-of-way.
4. *Planting and maintaining trees and landscaping on public property by private persons or entities.*
  - a. *Prohibited activities.* Without permission of the Director of Parks and Recreation, no person shall take the following actions in a public right-of-way, park, or on City property:
    - 1) Plant, cut, prune, break, climb, injure or remove any tree.
    - 2) Cut, disturb, or interfere in any way with the roots of any tree.
    - 3) Spray with any chemicals, insecticides, or other oils; or whitewash any tree.
    - 4) Place any wire, rope, sign, poster, barricade, lights, electric wire, or other fixtures on a tree.
    - 5) Injure, misuse, or remove any device placed to protect any tree.
    - 6) Place shells, gravel, or other such material within twenty-four inches (24") of any tree or impede the free passage of water and air to any tree, shrub or plant.
  - b. *Private plantings on City property.*
    - 1) Parks, parkways, and City buildings.
      - a) No person shall plant or maintain a tree on City owned property without the permission of the Director of Parks and Recreation.
      - b) *Application to plant a tree, shrub, or plant on City property.* Applications for planting a tree, shrub, or plant in a City park or property must be submitted to the Department of Parks and Recreation with the following information:
        - i. Name of person requesting;
        - ii. Desired location of planting;
        - iii. Type of plant material;
        - iv. Size at planting at maturity;
        - v. Name of person, if a tree is in dedication to someone;
        - vi. Cost of the plant material; and

- vii. Signed statement acknowledging that the City has the right to remove, move, or cut back the tree, and that the City is not responsible for paying compensation to applicant should the tree be removed.
  - c) All approved plantings must be in accordance with American Standard for Nursery Stock (Source: ANSI Z60.1-2014) published by AmericanHort on April 14, 2014 or its latest edition.
  - d) Once a private person has planted an approved tree, shrub, or plant on City property, the Department of Parks and Recreation is responsible for its continued maintenance.
- c. *Street right-of-way.*
- a) *Prohibited activities.* No person shall plant any tree, shrub, or plant within the city or state-owned street right-of-way adjacent to their property without permission of the Director of the Department of Parks and Recreation.
  - b) *Application to plant in the street right-of-way.* Applications (Section 2.25.D.5.b.1.b) to plant a tree, shrub, or plant in a City street right-of-way must be submitted to the Director of the Department of Parks and Recreation with a planting plan and a signed agreement from the individual to maintain the planting. The Director of Parks and Recreation will review the request and determine if the planting would be beneficial to the City. The Director may approve, approve a modified version, or deny the application.
    - i. *Approve.* Upon approval from the Director of Parks and Recreation, the applicant may proceed with the approved plantings. Once the planting is complete, the applicant must notify the Department of Parks and Recreations, who is responsible for inspecting plantings for conformance with the approved plan. If the plantings do not conform to the approved plan, the Director of the Department of Parks and Recreation must either approve the “As Built” plan or direct the applicant to make corrections as necessary to comply with the approved plan.
    - ii. *Approve with modification.* Should the Director approve a plan with modifications, the applicant may proceed with the plantings in accordance with the approved modified plan. Once the planting is complete the applicant must notify the Department of Parks and Recreations, who is responsible for inspecting plantings for conformance with the approved plan. If the plantings do not conform to the approved plan, the Director of the Department of Parks and Recreation may either approve the “As Built” plan or direct the applicant to make corrections as necessary to comply with the approved plan.
    - iii. *Deny.* Should the Director of the Department Parks and Recreation deny an application, the applicant is prohibited from planting.
    - iv. *Appeals.* Appeals of a decision by the Director of the Department of Parks and Recreations are heard by the Planning Commission and must be submitted within 10 days of Director’s decision. Appeals of a Planning Commission decision shall be heard by the City Council and must be submitted within 10 days of Commission’s decision.
  - c) All approved plantings shall be in accordance with American Standard for Nursery Stock (Source: ANSI Z60.1-2014) published by AmericanHort on April 14, 2014 or its latest edition.
  - d) The City retains the authority to remove or cut back a tree planted in the City right-of-way without permission of the property owner, where the City is not liable for compensation for the removal or loss of any tree, shrub, or plant removed.
- d. *State right-of-way.* No private person shall plant any tree, shrub, or plant within the State of Louisiana owned right-of-way without permission of the Louisiana Department of

Transportation and Development (LADOTD). LADOT's regulations and procedures shall be followed in the maintenance of any plantings.

5. *Removal.*
  - a. *Trees in City parks or right-of-way or on City property.* The Director of Parks and Recreation or their designee shall make all decisions regarding the removal of public trees. In making the decision to remove a tree, the Director must consider the following:
    - 1) Health of the tree;
    - 2) Whether the tree is dead or dying from disease or damage;
    - 3) Proximity of tree to building foundations;
    - 4) Whether the tree is obstructing or interfering with above ground or subsurface utilities;
    - 5) Whether the tree is in an area of a planned building or other improvement; and
    - 6) Good tree management.
  - b. *Trees in the City's right-of-way not planted by the City.* In cases where a private property owner wants to remove a tree in the City right-of-way abutting their property, they must submit a request to the Department of Parks and Recreation and provide a reason for removal. The Director of Parks and Recreation or their designee will review the application and make a decision on the tree's removal based on considerations in Sec. 2.25.D.5.a. above.
  - c. *Private trees whose roots or branches encroach on public property.*
    - 1) The City retains the authority and responsibility to cut back the roots and branches of trees located on private property that encroach into the public right-of-way and obstruct or interfere with use of the right-of-way or adversely impact City infrastructure or public utilities.
    - 2) If, based on the recommendation of the Licensed Louisiana arborist, the Director of Parks and Recreation determines that cutting back the roots or branches is not sufficient or that the cutting back will likely cause the tree to die, the Director must advise the property owner of these negative impacts and require the encroachment be addressed or the tree be removed by the property owner within a specified period of time.
    - 3) If the property owner fails to remove the tree or address adverse impacts of the tree's encroachment on the public right-of-way, the City is authorized to take necessary steps on public property to address adverse impacts to the public right-of-way or public utilities without the property's owner permission. Should such steps cause the tree to die, the City shall not be responsible for its removal.
    - 4) If, in the determination of the Director and based on a Licensed Louisiana arborist, a tree is an eminent threat to life or property, the Director can authorize the tree's removal over the objection of the property owner.
6. *Designation of planting types.* The Department of Parks and Recreation is responsible for designating the types of trees, shrubs or plants and where they can be planted for all parks, parkways, City street right-of-way, medians, and City-owned buildings.
7. *Enforcement.* Department of Parks and Recreation employees appointed by the Mayor and City Code Enforcement Officers assigned to the City's Code Enforcement section are authorized to enforce the regulations of this section. Enforcement procedures must be in conformance with applicable City regulations for citation and adjudication of the City's code of ordinances as set forth in Sec. XXXX.

## ~~Section 2.25.—Protection of existing trees and landscaping requirements.~~

~~2.2501~~

~~Purpose. Existing trees, because of the beneficial qualities and character they add to a community, shall be retained to the maximum feasible in any development.~~

2.2502

~~Land clearing or protected tree removal permit required. Any land clearing or protected tree removal undertaken within Slidell shall require a permit. Permit for land clearing or protected tree removal shall only be issued in relationship to a specific development proposal or the removal of dead or diseased trees or trees which pose a safety hazard to buildings (see paragraph B.(1)). The permit fee shall be waived for trees that pose a safety hazard.~~

~~A. Land clearing or protected tree removal is defined as follows:~~

- ~~(1). Removal of more than five trees per platted lot, with said trees being greater than six inches in diameter, as measured 24 inches above grade;~~
- ~~(2). Removal of any of the trees larger in diameter than those identified in section 2.2503(2)(b);~~
- ~~(3) A combination of number (1) and (2) above.~~
- ~~(4) Permits shall be required for the removal of all trees as defined above.~~

~~B. A land clearing or protected tree removal permit will be granted under the following conditions:~~

- ~~(1). Necessity to remove trees that pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption of public services.~~
- ~~(2) Necessity to remove trees which pose a safety hazard to buildings.~~
- ~~(3) Necessity to remove trees weakened by disease or insects.~~
- ~~(4) Necessity to remove trees weakened by age, storm, fire or other injury.~~
- ~~(5) Necessity to remove trees in order to construct proposed improvements as a result of need for access to the building site for construction equipment, essential grade changes, surface water drainage and utility installations, or location of the proposed structure so as to avoid unreasonable economic hardships.~~
- ~~(6) Necessity to remove trees to observe good tree maintenance practices that will strengthen and protect existing trees as is determined necessary by the department of planning.~~
- ~~(7) Necessity to remove trees to close to a building's foundation. Trees are determined to be to close when they are closer than:~~

	<del>Small Tree ( &lt; 30' )</del>	<del>Medium Tree ( 30' — 70' )</del>	<del>Large Tree ( &gt; 70' )</del>
<del>Minimum Spacing Building Wall</del>	<del>10'</del>	<del>15'</del>	<del>20'</del>
<del>Minimum Spacing Corner of Building</del>	<del>8'</del>	<del>12'</del>	<del>15'</del>
<del>Notes:</del>			
<del>1. Height of tree at maturity not planting</del>			
<del>2. Distance as recommended in Arbor Foundation Tree City USA Bulletin No. 4 "The Right Tree in the Right Place"</del>			
	<del>Small Tree ( &lt; 30' )</del>	<del>Medium Tree ( 30' — 70' )</del>	<del>Large Tree ( &gt; 70' )</del>
<del>Minimum Spacing Building Wall</del>	<del>10'</del>	<del>15'</del>	<del>20'</del>

Minimum Spacing  
Corner of Building

8'

12'

15'

**Notes:**

1. Height of tree at maturity not planting
2. Distance as recommended in Arbor Foundation Tree City USA Bulletin No. 4 "The Right Tree in the Right Place"

2.2502(a)

*Special restrictions for removal of pine trees on developed residential lots or parcels.*

(1) All regulations specified under section 2.2502 shall apply except on a developed residential lot the applicant shall be given a one-time permit to remove three protected pine trees that do not conform with any of the conditions specified in section 2.2502 provided that each tree removed is replaced with a hardwood or evergreen tree having a minimum height of three feet. Said replacement may be anywhere on the premises.

(a) *Penalty.* A penalty of up to \$100.00 per tree may be assessed for failure to comply with the provisions of this section.

(2) A protected pine tree may be removed if:

(a) Its branches overhang any principle structure, accessory building, driveway, or swimming pool;

(b) Its roots are damaging or threatening to cause damage to the principle structure, sidewalk, driveway, patio, or other immovable structure;

(c) Its roots are causing damage or threatening to cause damage to sewer or drain lines;

(d) It is interfering with the proper maintenance of hardwood trees.

2.2502(b)

*Tree removal policy for city construction projects.* The City of Slidell shall attempt to design construction projects that will avoid damage or require the removal of trees, especially hardwood trees, larger than four inches DBH (diameter breast height). The department of engineering and department of planning shall decide if the construction activity will cause severe damage to the trees and determine the need for their removal. If the tree is removed from the city's right-of-way, easement, or servitude, an appropriate species of tree shall be replaced if space is available. The city shall not pay monetary compensation for the loss of trees.

2.2503

*Application requirements.* Application for a land clearing permit shall include the following items:

(1) A plot plan of the proposed development.

(2) A landscape plan which identifies:

(a) Existing stands of trees on the development site.

(b) The specific location of live oak and magnolia trees 12 inches in diameter and other trees 15 inches in diameter as measured 24 inches above grade.

(c) Trees or stands of trees proposed for retention on the site.

(d) The intended method for marking reserved trees prior to land clearing shall be identified in the application. The preferred method of marking is stapling all-weather plastic tape to trees. The use of spray paint for this purpose is specifically prohibited.

2.2504

*Application review.* Within ten days after acceptance of land clearing permit application, the director of planning shall either cause the permit to be issued or provide the applicant in writing with his reasons for rejecting the permit application as presented.



~~2.2505~~

~~*Preclearing inspection required.* The party issued a land clearing permit shall notify the building official in writing 24 hours before starting the land clearing activity. The building official or his designated representative shall inspect the clearing site prior to the start of clearing to ensure that the protected trees are identified on-site as indicated in the land clearing permit application.~~

~~2.2506~~

~~*Techniques for protection of trees.* The following efforts shall be utilized to retain existing trees:~~

- ~~(1) Parking areas and building sites shall be located to preserve existing trees.~~
- ~~(2) Grates or other pervious surfaces shall be utilized within the dripline (outermost limit of horizontal branch extension) of existing trees to allow water and air to reach the tree roots.~~
- ~~(3) Fill shall be prohibited in areas under the dripline of existing trees.~~
- ~~(4) Drastic changes in drainage patterns which might negatively affect existing trees shall be avoided.~~
- ~~(5) All trees to be retained shall have a perimeter fencing at the extreme outer edge of the tree canopy. The fencing shall be flagged with yellow caution tape or yellow pennants, and shall remain in place throughout the construction period. There shall be no activity of any kind inside the perimeter other than hand brush clearing. No land clearing or building permits shall be issued until the perimeter of all protected trees and tree stands have been properly fenced.~~
- ~~(6) Any person who intentionally damages a protected tree shall be in violation of [section 2.25](#) and subject to the penalties prescribed in section 2.2509.~~

~~2.2507~~

~~*Permit fee established.* A land clearing permit fee of \$10.00 per acre or part thereof is hereby established.~~

~~2.2508~~

~~*Waiver of application resubmittal fee.* There shall be no fees assessed for resubmittal of a land clearing permit application if the application is resubmitted within six months of the original application rejection.~~

~~2.2509~~

~~*Violation.* Any person who violates the provisions of [section 2.25](#) of the Slidell zoning ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punishable by a maximum fine of \$500.00 per tree illegally removed.~~

~~2.2510~~

~~*Landscaping requirement.* The landscaping requirements are set forth in the following subsections 2.2511 through 2.2518.~~

~~2.2511~~

~~*Purpose.* The purpose of these provisions is to prescribe standards for landscaping and screening within Slidell. The existing street trees by the character they give to established streets should be preserved. The general appearance of the community through the use of plant material as a unifying element should be improved. Materials should define spaces and articulate the use of specific areas. The effects of climate should be mitigated by the provision of shade and shelter and these materials should also aid the conservation of energy by the provision of shade during the summer months and by buffering winds during the winter.~~

~~2.2512~~

~~*Applicability.* Developers or landowners are responsible for providing and maintaining the landscaping herein required. These standards shall apply to new high density residential, (ten or more units per acre) commercial and industrial development.~~

~~2.2513~~

~~*Ten-foot wide planting area required.* A planting area ten feet in width shall be established off public rights-of-way between the public rights-of-way and parking areas or structures. Materials installed should achieve a balance between low lying vertical and horizontal shrubbery and trees.~~

2.2514

~~-Parking lot planting required.~~ Parking lot interior shall be designed to provide at least one tree for every 12 parking spaces. Each tree shall be located in a landscaped island at least 200 square feet and tree trunks shall be placed at a minimum of five feet from all curbs or wheel guards. Trees will be distributed uniformly throughout the parking lot so as to provide a canopy effect.

2.2515

~~-Pedestrian access planting required.~~ Landscaped areas must be provided between the building face and the parking lot. Such areas should provide 200 square feet of landscape open space for each 50 feet of linear building face. No planting areas shall be a side less than five feet long and planting materials should achieve a balance between low lying and vertical shrubbery and trees.

2.2516

~~-Trees.~~ Trees selected shall have a minimum maturity height of at least 20 feet. The following list identifies trees suggested for planting and the minimum sizes acceptable for planting:

~~-EXPAND~~

Trees	Height in feet	Caliper Diameter in inches
River Birch (multi-trunk)	8	1½*
Chinese Elm	8	1½
Red Maple	8	1½
Sweet Gum	8	1½
Water Oak	8	1½
Sweet Bay Magnolia	8	1½
Sycamore	8	1½
Slash Pine	6	1
Crepe Myrtle (multi-trunk)	6	1
Holly	4	1
Foster I		
Howard I		
Savannah		
or equivalent		
*Caliper diameter measured four inches above planting container.		

2.2517

~~-Landscape installation.~~ All trees shall be installed with adequate support staking.

2.2518

~~-Required inspections.~~ The landscaping will be inspected by the permit office and approved prior to issuance of a certificate of occupancy.

2.2519

~~-Camellia Bush Requirement.~~ Installation of minimum of three camellia bushes for the first five acres and minimum of two camellia bushes for each acre over five acres. Any genus of the Camellia is acceptable. The camellia bush can be planted in the perimeter, parking, or pedestrian planting zones, but shall be planted in a prominent location visible from the public right-of-way or near a main entrance.

(Ord. No. 1086, 9-26-1978; Ord. No. 1574, 12-14-1982; Ord. No. 1731, 7-10-1984; Ord. No. 2144, 11-24-1987; Ord. No. 2171, 3-22-1988; Ord. No. 2390, 7-23-1991; Ord. No. 2472, 10-13-1992; Ord. No. 2495, 4-27-1993; Ord. No. 3805, 3-22-2016; Ord. No. 3966, 11-12-2019)

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