Introduced July 22, 2025, by Councilman DiSanti, seconded by Councilman Brownfield, (by request of Administration)

Item No. 25-07-3606

ORDINANCE NO. 4252

An ordinance rezoning property located at 1570 Shortcut Highway from C-1A Fremaux Avenue/Shortcut Highway district to C-4 Highway Commercial (Case Z25-05).

WHEREAS, the Slidell City Council received a petition from Michael Saucier on behalf of M.M.F. LLC to rezone property owned and located at Shortcut Highway identified as Parcel B1, a 1.1 acre parcel located in Section 11, Township 9 South, Range 14 East, from C-1A Fremaux Avenue/Shortcut Highway to C-4 Highway Commercial; and WHEREAS, the property has been recommended by the Planning Department

and the Planning and Zoning Commissions to be rezoned C-4 Highway Commercial; and WHEREAS, this property was annexed by Ordinance No. 3699 in July 2013 and is subject to St Tammany Parish Sales Tax Enhancement Plan; and

WHEREAS, the Slidell Director of Planning duly advertised, and the Planning and Zoning Commissions held a public hearing on June 16, 2025, for Case Z25-05; and

WHEREAS, this property was annexed into the City in 2013 and there is no requirement for concurrent approval by the St. Tammany Parish Council; and

NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does hereby rezone property owned and located at Shortcut Highway identified as Parcel B1, a 1.1 acre parcel located in Section 11, Township 9 South, Range 14 East, from C-1A Fremaux Avenue/Shortcut Highway to C-4 Highway Commercial.

ORDINANCE NO. 4252 ITEM NO. 25-07-3606 PAGE 2

ADOPTED this 12th day of August, 2025.

Nick DiSanti

President of the Council Councilman, District D

Bill Borchert Mayor

Alus PReva Thomas P. Reeves

Council Administrator

DELIVERED 8 14 25

11:00 am to the Mayor

RECEIVED 8/18/25 7: an from the Mayor



Staff Report

Case No. Z25-05

Zoning Map Amendment from C-1A to C-4 for property located at

1570 Shortcut Hwy

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

Location: 1570 Shortcut Hwy (Figure 1)

Owners/Applicant: M.M.F. LLC, by Michael Saucier (Agent)

Zoning: C-1A Fremaux Avenue/Shortcut Highway

Future Land Use: Commercial (Figure 2)

Request: Rezone to C-4 Highway Commercial

Zoning Commission

Consent Agenda: May 19, 2025 Public Hearing: June 16, 2025

City Council (tentative)

Consent Agenda: June 24, 2025 Public Hearing: July 8, 2025

RECOMMENDATIONS

Planning Department

Zoning Commission

APPROVAL

APPROVAL

FINDINGS

- 1. The subject property is vacant undeveloped land. (Figure 3)
- 2. The subject property was annexed by Ordinance No. 3699 in July 2013 and is subject to St Tammany Parish Sales Tax Enhancement Plan. (Figure 4)
- 3. The property is currently zoned C-1A Fremaux Avenue/Shortcut Hwy Highway District. Owners propose rezoning the property as C-4 to make the property to more closely align with the proposed zoning of Commercial Corridor in the pending zoning map change under the new Unified Development Code to be reviewed by this Commission later in 2025. (Figure 5)
- Zoning and use of property within about 300 feet of the subject property is as follows (Figure 5):
 - To the north, A-6 Single-family urban developed with the Lighthouse Christian Fellowship Church;
 - To the east, Parish Zoning of NC-1 Neighborhood Office, developed and occupied by Williams Tire;
 - To the south, is vacant land zoned C-4 Highway Commercial; and
 - To the west, C-4 (vacant) and C-1A (Davita medical office).
- 5. The C-1A zoning district (current) allows the following uses: single-family residential; various civic uses, small-scale drive-thru restaurants and grocery stores; filling station; beauty and barber shops, hardware, appliance and sporting goods stores. See App. A, Part 2, Section 2.16B for additional uses.

- 6. The C-4 zoning district (proposed) allows the following uses: single -and multi-family residential; various civic uses; any use permitted in the C-1, C-2, C-3, and A-1 through A-9C districts. The C-4 district also permits several Conditional Uses, to include Outdoor Storage. See Municipal Code <u>Appendix A, Part 2, Section 2.18</u> for additional uses.
- 7. Comparing the uses allowed in C-1A to those allowed in C-4, potential impacts from vehicular traffic, noise, odors, and lighting is similar and higher in impacts than those for C-1A allowed uses.
- 8. The C-1A and C-4 zoning districts are similar when the property is used for residential dwellings which would require minimum lot sizes and setbacks. Additionally, when used for commercial use, both districts require the same 25-foot setback from the front property line with no minimum setbacks for side and rear. If an adjacent side or rear property is zoned residential, then both districts must meet that residential zone setback requirements only for the shared property line.
- 9. The property is currently located in Flood Zone C (X), representing areas of minimal flood hazard outside the special flood hazard area. The land has an elevation of approximately 10 feet. (Figure 6)

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

Current C-1A	Requested C-4
25 ft	25 ft
5% lot width or 10 ft, whichever is greater	-0- unless one is provided, then min. 3 ft
-0- unless abutting residential zone	-0- unless abutting residential zone
35 ft	45 ft
6,000 s.f. / family	7,500 s.f.
	75 ft
	C-1A 25 ft 5% lot width or 10 ft, whichever is greater -0- unless abutting residential zone 35 ft

RECOMMENDATIONS

The Planning Department recommends approving the rezoning and conditional use request for the following reasons:

- Commercial uses allowed in C-4 would have less impact on the existing development on this section of Shortcut Highway.
- This rezoning is in line with the proposed zoning district Commercial Corridor in the pending Zoning Map revision currently in review by the Planning and Zoning Commissions.

FIGURES

Figure 1. Location Map



Future Land Use Commercial Community Facilities Conservation Industry/Employment Mixed Use Residential

Figure 2. Future Land Use Map (Comp Plan 2040)

Figure 3. Street View (Google Earth 2023)



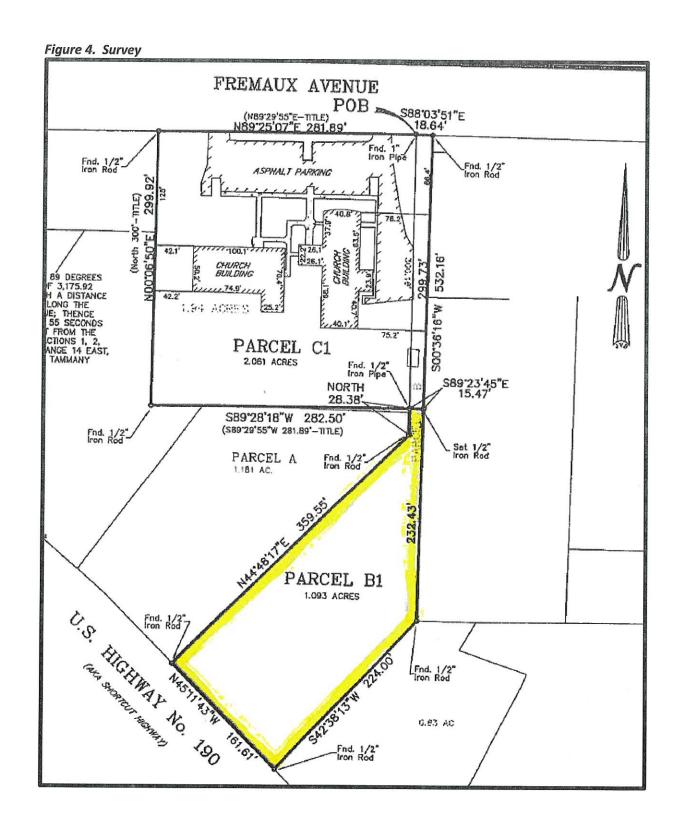
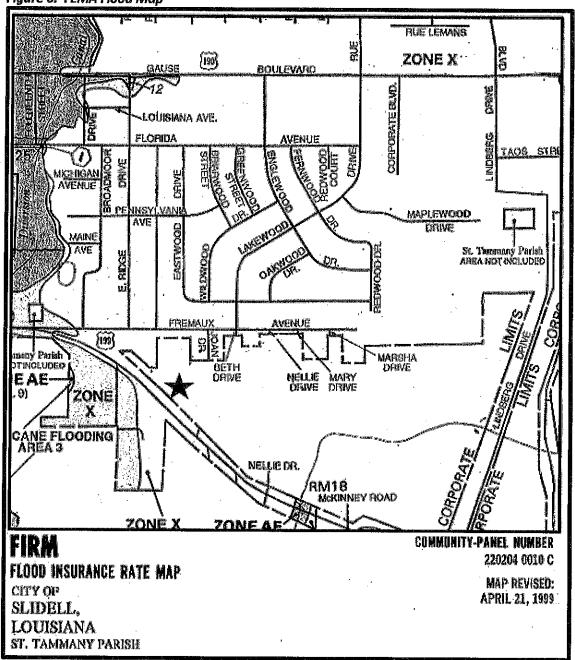


Figure 5. City / Parish Zoning Maps NC-1

Figure 6. FEMA Flood Map



300091

CASH SALE

SALE OF PROPERTY

BY

DAISY VIRGINIA WALLACE GAINES

TO

M.M.F., L.L.C.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, THAT on this 15TH day of AUGUST, 2013

Before me, CHRISTINA HUGUET GAUDIN, a notary public in and for ST TAMMANY Parish, Louisiana, duly qualified, and in the presence of witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

DAISY VIRGINIA WALLACE GAINES (SS#XXX-XX-6838) a person of the full age of majority and resident of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that she has been married once to Harvey Elkins Gaines, who predeceased her and she has not remarried. Her current mailing address is 850 Teddy Avenue, Sidell, LA70458; (Hereinafter referred to as "Vendor")

Who declares that Vendor does by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto

M.M.F., L.L.C. (TIN#XX-XXX4475) a Louisiana ilmited liability company, having its registered office and mailing address in St. Tammany Parish, Louisiana, at 109 New Camellia Drive, Suite 100, Covington, LA 70433, represented herein by its authorized agent, Michael I. Saucier, by authority granted in a Certificate of Authority, attached hereto; (Hereinafter referred to as "Purchaser")

here present, accepting and purchasing for themselves, their heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property to wit;

PARCEL A:

A certain parcel of land, lying and situated in Section 11, Township 9 South, Range 14 East, Saint Tammany Parish, Louisiana and being more fully described as follows.

From the Section corner common to Sections 1, 2, 11 & 12, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana run South 89 Degrees 52 Minutes West a distance of 3175.92 feet to a point; Thence run South a distance of 2640.00 feet to a point on the southern edge of Fremaux Avenue; Thence run North 89 Degrees 29 Minutes 55 Seconds East a distance of 82.86 feet to a &" iron pipe found; Thence leaving said southern edge of Fremaux Avenue run South a distance of 300.18 feet to a &" iron pipe found and the Point of Beginning.

From the Point of Beginning run South a distance of 28.38 feet to a point; Thence run South 44 Degrees 48 Minutes 17 Seconds West a distance of 359.55 feet to a point on the northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway); Thence run along said northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway) North 45 Degrees 11 Minutes 43 Seconds West a distance of 105.10 feet to a ½" iron rod found; Thence run North 49 Degrees 17 Minutes 31 Seconds West a distance of 41.03 feet to a ½" iron rod found; Thence leaving said northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway) run North 36 Degrees 23 Minutes 24 Seconds East a distance of 224.32 feet to a ½" iron rod found; Thence run North 89 Degrees 28 Minutes 18 Seconds East a distance of 225.97 feet and back to the Point of Beginning.

Said parcel contains 1.181 acres of land more or less, lying and situated in Section 11, Township 9 South, Range 14 East, Saint Tammany Parish, Louisiana.

All in accordance with map of subdivision by J.V. Burkes & Associates, Inc. dated November 9, 2012 and recorded as File No. 5200 A in the official records for St. Tammany Parish, Louisiana.

AND

45 - 3

PARCEL B:

A certain parcel of land, lying and situated in Section 11, Township 9 South, Range 14 East, Saint Tammany Parish, Louisiana and being more fully described as follows.

From the Section corner common to Sections 1, 2, 11 & 12, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana run South 89 Degrees 52 Minutes West a distance of 3175.92 feet to a point; Thence run South a distance of 2640.00 feet to a point on the southern edge of Fremaux Avenue; Thence run North 89 Degrees 29 Minutes 55 Seconds East a distance of 82.86 feet to a 1/2 iron pipe found and the Point of Beginning.

From the Point of Beginning continue along said southern edge of Fremaux Avenue South 88 Degrees 03 Minutes 51 Seconds East a distance of 18.64 feet to a ½" iron rod found; Thence leaving said southern edge of Fremaux Avenue run South 00 Degrees 36 Minutes 16 Seconds West a distance of 532.16 feet to a ½" iron rod found; Thence run South 42 Degrees 38 Minutes 13 Seconds West a distance of 224.00 feet to a point on the northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway); Thence run along said northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway) North 45 Degrees 11 Minutes 43 Seconds West a distance of 161.61 feet to a point; Thence leaving said northerly edge of U.S. Highway No. 190 (a.k.a. Shortcut Highway) run North 44 Degrees 48 Minutes 17 Seconds West a distance of 359.55 feet to a point; Thence run North a distance of 328.56 feet and back to the Point of Beginning.

Said parcel contains 1.211 acres of land more or less, lying and situated in Section 11, Township 9 South, Range 14 East, Saint Tammany Parish, Louisiana.

All in accordance with map of subdivision by J.V. Burkes & Associates, Inc. dated November 9, 2012 and recorded as File No. 5200 A in the official records for St. Tammany Parish, Louisiana.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

- 1. Any and all restrictions that may be found in the chain of title.
- Encroachments, servitudes, rights of way, overlaps or any other matters that would be shown on a current survey of the property.
- All matters shown on survey by J.V. Burkes & Associates, Inc. dated November 9, 2012 and recorded at File No. 4604D in the official records of St. Tammany Parish, Louisiana.
- All matters shown on that survey by J.V. Burkes & Associates, Inc. dated November 9, 2012 and recorded at File No. 5200A in the official records of St. Tammany Parish, Louislana, including shed encroachment.
- Right of Way in favor of Central Louisiana Electric Company dated August 17, 1956 and recorded at COB 250/381 in the official records of St. Tammany Parish, Louisiana.
- 6. Discrepancies between actual and title measurements.

To have and to hold the above described property unto the said Purchaser, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Three Hundred Seventeen Thousand Five Hundred Sixty Three Dollars and no/100 (\$317,563.00) which the said Purchaser has well and truly paid, in ready and current money to the said Vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

Vendor declared that the herein transferred property is not subject to any mortgages, liens, or encumbrances whatsoever other than is disclosed above herein and the following: None

Vendor hereby obligates itself to have the above described property released from the above described mortgages/liens, if any. Vendor hereby further agrees to defend, hold harmless and indemnify Purchaser from all costs and damages (including attorney's fees) which Purchaser may incur in connection with any mortgages, liens or encumbrances bearing against the property in contravention to this declaration and warranty.

Vendor declared that all City, State and Parish taxes up to and including the taxes due and exigible in the year 2012 are paid. Purchaser assume(s) and agree(s) to pay all 2013 and future taxes, there having been a proper proration of taxes between the parties hereto.

The parties hereto are aware and acknowledge that no title opinion has been requested by the parties, that none has been performed or procured by me, Notary, and the parties hereto relieve and release me, Notary, and TEAM TITLE LLC, from all liability or responsibility which may occur in connection with the non-procurement of same.

The parties hereby waive the production of all mortgage, conveyance, tax and local improvements lien certificates with respect to the property transferred herein and hereby relieve and release me, Notary, and TEAM TITLE LLC, from all liability or responsibility which may occur in connection with the non-procurement of same.

The parties hereto are aware and acknowledge that no current survey of the herein property has been obtained or performed, and the parties hereto hereby agree to relieve, release and hold harmless, Notary, TEAM TITLE LLC, and their agents and/or representatives, from any and all liability and responsibility in connection therewith.

The covenants herein contained shall bind, and the benefits and advantages herein shall enure to the respective heirs, executors, administrators, successors and assigns of all parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

AS IS CLAUSE

Purchaser acknowledges and declares that neither the Vendor nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Vendor has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser further acknowledges and declares that he has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion deems sufficiently diligent for the protection of Purchaser's interest. Accordingly, Purchaser(s) and Vendor(s) hereby stipulate and agree that this sale of the property described herein is made "AS IS", in its present conditions, and without representation whatsoever as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition. Purchaser(s) and Vendor(s) hereby further stipulate and agree that this sale of the property described herein is made with no warranties whatsoever, either expressed or implied, of whatever nature or kind, (except warranty of title), including without limitation, warranty as to zoning and permitted usage of the property, condition of the property, the property's freedom from vices or defects, or the property's fitness for any particular purpose. Purchaser(s) and Vendor(s) agree that the only warranty of Vendor(s) is a warranty of title. Without limiting the generality of the foregoing, Purchaser(s) specifically waives the implied warranty provided for by Louislana law, including all warranties against vices or defects latent or apparent, or fitness for any particular purpose. Purchaser(s) additionally waives any present or future right, claim or cause of action in the nature of redhibition, quanti minoris, concealment, and/or those based on any other theory of law or equity. It is specifically stipulated and agreed that Purchaser(s) assumes the risk of all defects, including latent defects not discoverable upon simple inspection, and those which, if known, would deter Purchaser(s) from making the purchase at all or paying the price paid. Purchaser(s) does further relieve and release Vendor(s) and all previous owners of the property from any and all claims for any vices or defects in said property, whether latent or apparent, known or unknown, and particularly for any claim or cause of action for warranty against hidden defects pursuant to Louisiana Civil Code Article 2475, redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. The aforesaid express waivers, releases and assumptions of risk are declared by Purchaser(s) and Vendor(s) to be a material and integral consideration of this act of transfer and sale. Purchaser(s) acknowledges that this provision has been called to their attention and explained to them,

Purchaser Initials

Purchaser Initials

Vendor Initials

S. 11.21. St.

Thus Done and Passed in duplicate original, in the aforesald state and parish on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names together with the said appearers, and me, Notary, after due reading of the whole.

VENDOR(S):

Witness

Witness

PURCHASER(S):

M.M.F., L.L.C.

Christina Huguet Gaudid, Bar Roll # 30515 My commission expires: at death

CHRISTINA LIUGUET GAUDIN NOTARY PUBLIC #84241 LBN 30545 STATE OF LOUISIANA My Commission is For Life

CERTIFICATE OF AUTHORITY

THE UNDERSIGNED, being the only members and organizers of <u>M.M.F., L.L.C.</u> and acting in such capacity, hereby certify:

THAT MICHAEL J. SAUCIER AND ANGELA CUSIMANO SAUCIER MEMBERS, is authorized empowered and directed for and on behalf of the LIMITED LIABILITY COMPANY, to purchase any real estate in the State of Louisiana, or elsewhere, for such amount and on such terms and conditions and with such clauses and stipulations contained in the Act of Purchase as said member/manager/agent thinks proper and advisable; and also to sell, donate, quitclaim or convey and real estate owned by this LIMTED LIABILITY COMPANY to any person or persons or corporation for such amount and on such terms and conditions as said member/manager/agent may determine or think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefore; to mortgage real estate owned by the LIMITED LIABILITY COMPANY, under a conventional mortgage, collateral mortgage, multiple indebtedness mortgage, home equity mortgage, mortgage for future advances or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions as said member/manager/agent may determine, with authority in the case of a homestead association loan to sell the property to the homestead association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; with full authority on part of said MEMBERS to sign and execute any act or acts before any Notary Public, said act or acts to continue such clauses, stipulations, and obligations as either of said member/manager/agent may deem advisable, including confession of Judgment, sale by executory process, waiver of appraisement, and the non alienation clauses; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, building contracts, necessary or advisable to carry out fully the foregoing objects and purposes, to build and construct houses and other improvements on or make repairs or additions to property by LIMITED LIABILITY COMPANY for itself, or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bond, and for such amount and on such terms as either of such member/manager/agent deems advisable, the intent of this resolution being to place full authority with said member/manager/agent to transact completely the business of this LIMITED LIABILITY COMPANY as outlined in its charter, in which its objects and purposes are set forth, all without the necessity of the adoption by the MEMBERS of a separate Certificate Authority to cover each transaction, or to cover each sale, purchase or mortgage, or the construction of any improvements on the property of this LIMITED LIAIBLITY COMPANY for itself, or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this certificate of authority.

MICHAEL J. SAUCIER, MEMBER

Angela C. Saucier.

ANGELA CUSIMANO SAUCIER, MEMBER