



Staff Report

Expanded Conditional Use

Case #: Z-2015-08-00013

Attachments:

Staff Report, Site Plan, Photos, Application, Property Information Sheet, Zoning Map, Aerial Map

Zoning Commission Public Hearing: Thursday, September 3, 2015

City Council Introduction: Tuesday, September 15, 2015

City Council Final: Tuesday, October 6, 2015

City Council Request (Ordinance):

Introduction to an Ordinance to approve an Expanded Conditional use request by First Presbyterian Church to allow a Memorial Garden located at 411 W. Charles St. in accordance with site plan dated received on 7/30/2015; Zoned MX-C, DDD, Historic, Hyer-Cate (Z-2015-08-00013) Recommended approval with conditions by the Zoning Commission

Site Information:

Location (Address): 411 W Charles St

Council District: City Council District 2

Existing Zoning: MX-C

Future Land Use:

Existing Land Use: Church

Site Description:

Located on the SE Corner of W. Charles St. and N. Spruce St. This is the First Presbyterian Church.

Adjacent Land Use and Zoning:

<u>Direction:</u>	<u>Land Use/Zoning:</u>
North	Single Family/RS-11 (across W. Charles St)
South	Eddies Frozen Custard/MX-C
West	Vacant Land/MX-C (across N. Spruce St)
East	Single Family/MX-C (across N. Pine St)

Additional Information:

Not in Flood Zone, Located in several overlay districts.

Findings:

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

Public Hearing:

For: Donna Anderson (First Presbyterian Church)

Against: NONE

Commission Recommendation:

Motion: William Travis to recommend approval with conditions

For: Stanley Young, Jimmy Meyer

Against: None

Abstain: Ralph Ross, Sam McClugage

Absent: None

Ordinance to Read:

WHEREAS, on September 3, 2015 the Hammond Zoning Commission recommended approval to an Expanded Conditional Use Case #Z-2015-08-00013 request by First Presbyterian Church to allow a Memorial Garden located at 411 W. Charles St. in accordance with the site plan received on 7/30/2015 with the following conditions:

- 1) The approval shall be with the understanding that such use is a personal right that expires upon a change in ownership of the property being First Presbyterian Church; and
- 2) All local, and state cemetery requirements are met.

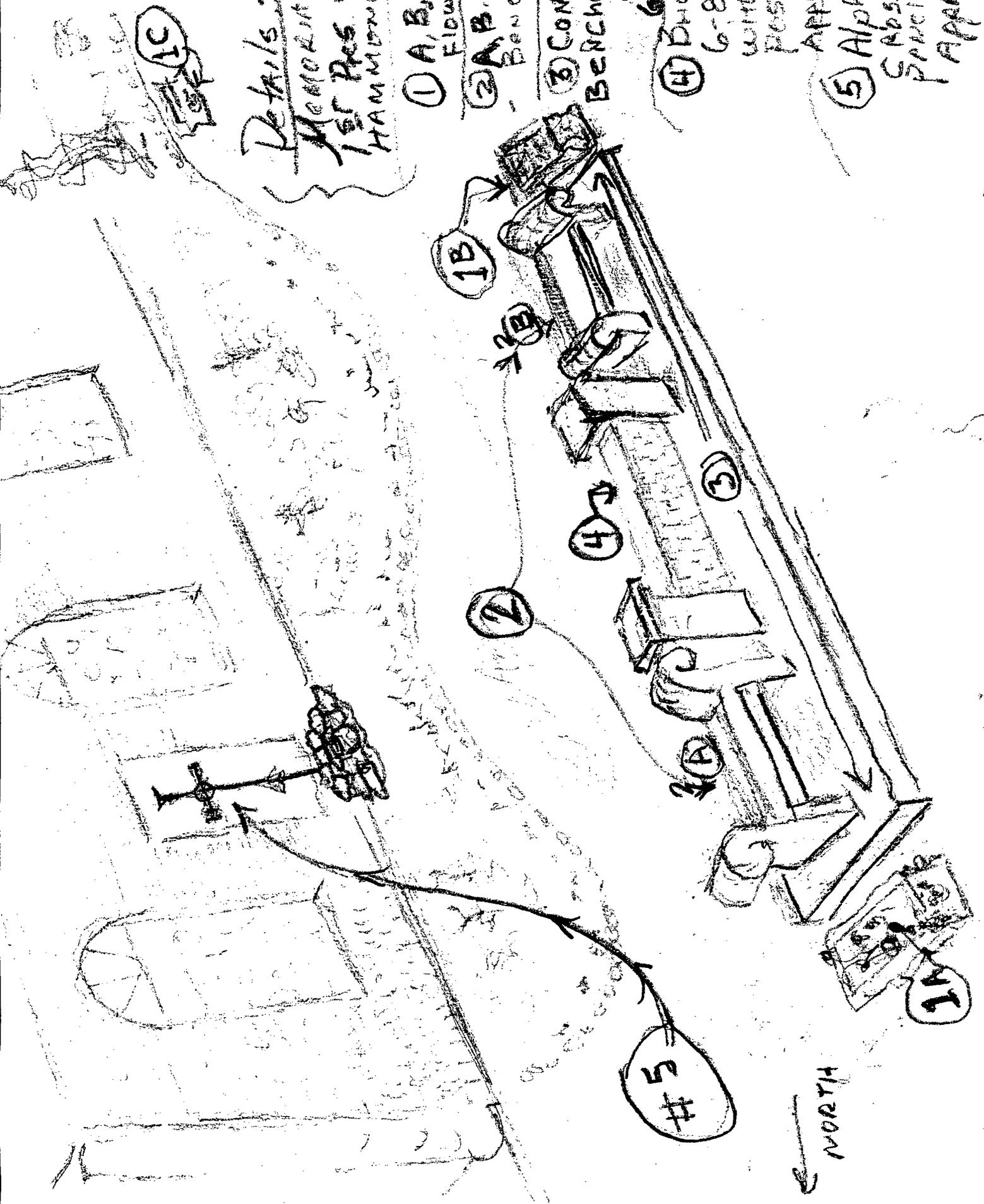
NOW, THEREFORE, BE IT ORDAINED, that the Hammond City Council hereby approves the Expanded Conditional Use request by First Presbyterian Church to allow a Memorial Garden located at 411 W. Charles St. in accordance with the site plan received on 7/30/2015 with the following conditions:

- 1) The approval shall be with the understanding that such use is a personal right that expires upon a change in ownership of the property being First Presbyterian Church; and
- 2) All local, and state cemetery requirements are met.

From: Josh Taylor, City Planner _____

Details: GARDEN
 MEMORIAL
 1st Pres Church
 HAMMOND, LA

- ① A, B, C. Flower planters
- ② A, B. Granite Benches selected
- ③ CONCRETE PAD FOR BENCHES AND WALL APPROX. 20" x 24-28"
- ④ DICK WALL 6-8 Courses High with plastered post ends
- ⑤ Alpha/Omega SABS with white SPACI BACKING APPROX 4' x 8'



1C

1B

2B

2

4

3

3A

#5

NORTH

1A

SQUARE 54
OF THE HYER SURVEY
SEC. 25, T6S-R7E
GREENSBURG LAND DISTRICT
CITY OF HAMMOND
TANGIPAHOA PARISH, LOUISIANA

LEGEND

- E — (PP) — E — POWER POLE
- (MEAS) MEASURED
- (REF) FROM REFERENCE SURVEY
- 1/2" IRON ROD SET UNLESS OTHERWISE STATED
- ⊗ TREE

LINE	BEARING	DISTANCE
L1	N74°54'18"E	49.04'
L2	S15°09'50"E	103.26'
L3	S74°28'47"W	49.34'
L4	N14°59'52"W	103.62'

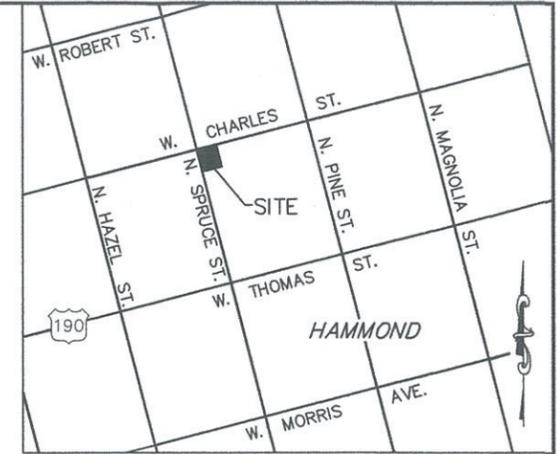
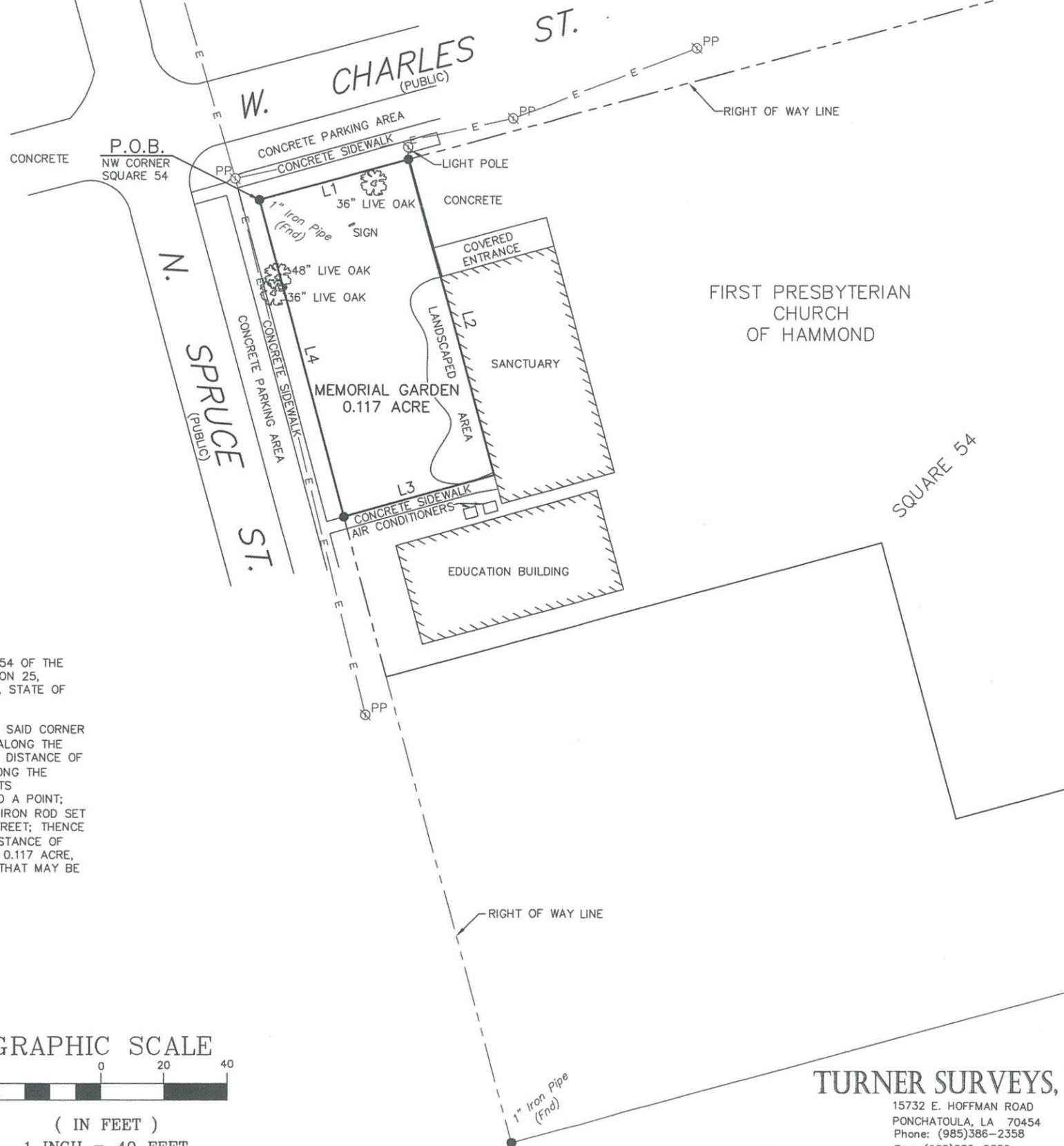
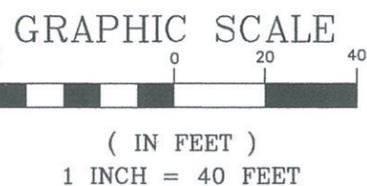
MEMORIAL GARDEN

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SQUARE 54 OF THE HYER SURVEY OF THE CITY OF HAMMOND, SITUATED IN SECTION 25, TOWNSHIP 6 SOUTH, RANGE 7 EAST, PARISH OF TANGIPAHOA, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SQUARE 54, SAID CORNER MARKED BY A 1/2" IRON PIPE FOUND; THENCE N74°54'18"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF WEST CHARLES STREET A DISTANCE OF 49.04 FEET TO 1/2" IRON ROD SET; THENCE S15°09'50"E ALONG THE WESTERLY WALL OF AN EXISTING CHURCH SANCTUARY, AND ITS NORTHWESTERLY PROJECTION, A DISTANCE OF 103.26 FEET TO A POINT; THENCE S74°28'47"W A DISTANCE OF 49.34 FEET TO A 1/2" IRON ROD SET ON THE EASTERLY RIGHT OF WAY LINE OF NORTH SPRUCE STREET; THENCE N14°59'52"W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 103.62 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.117 ACRE, AND BEING SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

MADE AT THE REQUEST OF:
FIRST PRESBYTERIAN CHURCH

DATE	DESCRIPTION	REVISED



VICINITY MAP
NOT TO SCALE

The Servitudes and Restrictions shown on this survey are limited to those set forth in the description furnished us and there is no representation that all applicable Servitudes and Restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found this property is not in a Special Flood Hazard Area.

F. I. A. ZONE: "X" CLEAR
BASE FLOOD ELEVATION: NONE SHOWN
COMMUNITY PANEL NO.: 22105C0430F
EFFECTIVE DATE: 07/22/2010



I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IT DOES NOT CONFORM TO THE REQUIREMENTS OF THE CURRENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS "C" SURVEY IN THAT ALL CORNERS WERE NOT SET.

Dennis L. Gowin
DENNIS L. GOWIN, P.L.S.; LA. REG. NO. 4846
REGISTERED PROFESSIONAL LAND SURVEYOR

TURNER SURVEYS, LLC

15732 E. HOFFMAN ROAD
PONCHATOULA, LA 70454
Phone: (985)386-2358
Fax: (985)386-2359
Turnersurveys@turnersurveys.net

**BOUNDARY SURVEY OF A 0.117 ACRE
MEMORIAL GARDEN PARCEL
SECTION 25, T6S-R7E
CITY OF HAMMOND
TANGIPAHOA PARISH, LOUISIANA**

DATE: 06/10/15	DRAWN BY: DLG	JOB NO. 15-0131	DRAWING NO. 1
SCALE: 1" = 40'	CHECKED BY: SKT		

First Presbyterian Church
Hammond, LA

MEMORIAL GARDEN POLICIES AND PROCEDURES

I. Purpose

To provide an area of beauty and dignity for the caring disposition primarily of the cremated remains of FPC members and loved ones. Also, to honor loved ones whose ashes or remains are interred elsewhere with a memorial location at the church.

II. Authority and Responsibility

The Session shall have ultimate responsibility for the Garden. The Session's Buildings and Grounds Committee, through a Memorial Garden Committee, shall have oversight of maintenance and operations. The Committee shall be named by the Buildings and Grounds committee, and shall be comprised of three to six members, at least one of whom is on the Buildings and Grounds Committee.

Responsibilities of the committee include providing for the continuity of maintenance and plantings, administering the Garden's operation, and drafting and executing the terms, conditions and agreements of the Memorial Garden.

Purchases made in advance shall be a restricted liability maintained in the church's financial records for the garden and its memorials only. This account shall always maintain a balance adequate to purchase any plaques that have been prepaid but not yet placed..

III. Use of the Memorial Garden

- A. The Memorial Garden may be used for the disposition of ashes of the members of First Presbyterian Church. Former church members, family members and loved ones also may use the garden subject to approval by a majority of the Session. The Memorial Garden is an area provided by the church and there shall be a fee paid for its use. Contributions may also be given to defer the cost and upkeep of the Memorial Garden. Such contributions should be made to the Memorial Garden Fund.
- B. No monuments, family plaques, stones, or other markers, or planting for specific individuals may be included in the area. No portion of the Memorial Garden, or addition to the Memorial Garden, shall be a dedicated memorial to any specific individual or group of individuals.
- C. Storage space for ashes shall be provided by the church as needed at the discretion of a pastor in a secure and protected area until appropriate arrangements can be made for their proper disposition.
- D. The ashes shall be scattered or interred. The sod/ground cover/mulch will be restored to its original condition if the ashes were interred. Ashes may not be interred in a container.

IV. The Book of Remembrance

A memorial Book of Remembrance (8.5x11 inch album) shall contain one page for each deceased. Each page may contain biographical information, a memorial statement, art, poetry, etc. according to the wishes and the discretion of the family in conformity with the guidelines, terms and conditions. The original pages will be maintained in the Book of Remembrance and a copy shall be kept in a safe and secure place elsewhere in the church.

A member of the Memorial Garden Committee or the pastor will be made available for guidance in this process.

V. The Remembrance Plaque

- A. The remembrance plaque containing each deceased's name, date of birth, date of death, and a Bible verse reference, if desired, shall be permanently mounted on a wall within the garden. Veteran's plaques may have their appropriate information, as mandated by the Department of Defense.

The fee for disposition of ashes in the Memorial Garden will be \$750. Plaques (if desired) shall be purchased through the church. For veterans whose plaques are provided by the Department of Defense, the cost of a plaque shall be deducted from that fee. Placement of plaques shall be sequential from left to right, beginning in the upper left corner. Veteran's plaques shall be on the ends, beginning on the upper left end and going down, and continuing on the upper right. In the event that a plaque will not be placed for an individual, the \$750 fee will still be required.

First Presbyterian Church
Hammond, LA

MEMORIAL GARDEN
TERMS AND AGREEMENTS

The following terms and agreements pertaining to the Memorial Garden, First Presbyterian Church, Hammond, Louisiana.

Definitions: "Purchaser" shall include all persons permitted to succeed the Purchaser's interest pursuant to paragraph 9, below. "The Church" shall include the pastors, session and Memorial Garden Committee. The fee covers only the nameplate and interment of ashes. Family or guardians are responsible for other associated expenses, such as honoraria to pastor and musicians, rental of the fellowship hall, and any other services.

The terms and conditions of the agreement between the Church and the Purchaser are as follows:

1. Custody and control of the Memorial garden and matters relating thereto shall be vested in all respects in the Session of the Church as duly constituted from time to time. The Memorial Garden Committee, as prescribed by the Session, shall manage and maintain the Memorial Garden, subject to the direction and control of the Session.
2. The Memorial Garden is for the use of members, former members of the Church and their immediate families or loved ones. Any questions of eligibility for interment will be determined by the Session upon recommendation of the Memorial Garden Committee.
3. In return for the payment of the fee specified, Purchaser receives only the following rights under the contract: (1) the interment of the ashes of the Designee; (2) placement by the church of a plaque, as described in Section V; (3) care and maintenance of the Memorial Garden. No property right of any kind in the Memorial Garden is or shall be acquired through purchase. Except for the plaque provided by the Church, no markers, individual plantings or floral arrangements will be permitted. In lieu thereof, floral memorials for the Church or a contribution to the Memorial Garden Fund may be arranged with the church office.
4. No Purchaser, Designee, or any other person shall have any right, expectation for cause or action against the Church concerning the physical location, maintenance, security or appearance of the

Memorial Garden. The church assumes no liability or obligation resulting from the loss or disturbance of, or damage to, the ashes of any person interred in the Memorial Garden. The Memorial Garden is fully licensed as a place of interment for cremains, and has been established in conformity with all relevant standards.

5. Purchaser agrees and understands that Designee's ashes will be interred directly in the earth and will not be recoverable or preserved intact.
6. Purchaser understands that the surrounding churchyard is used for many purposes and will continue to be so used.
7. Purchaser's fee is refundable until the preparation, such as ordering the marker, for the interment of the ashes has begun. A processing fee of \$100 shall be deducted from any refunds.
8. The Session may from time to time make terms and condition governing the use and maintenance of the Memorial Garden, and the Session, if in its judgment such action is desirable, at any time, or times, may amend the terms and conditions of this agreement with respect to the fee, use, operation, and maintenance of the Memorial Garden.
9. No assignment of the Purchaser's rights under this agreement, whether voluntary, involuntary or by operation of the law, shall be made or be made effective without the prior written consent of the Session in its sole discretion. Upon the death of Purchaser, Purchaser's rights under this agreement shall pass through Purchaser's estate, provided, however, that such passage shall be subject to the approval by the Session, in its sole discretion.
10. Purchaser may change the Designee only with the prior written consent of the Session.
11. If the Session refuses to approve a request to assign Purchaser's rights or to change the Designee, or for other good cause, Purchaser may request in writing that this agreement is cancelled. The Church then shall have the absolute right to elect, but need not so elect, to cancel this agreement upon tender of repayment of the fee paid to the Church pursuant to this agreement. No interest or other charges will be due the Purchaser, in the event of such a cancellation. Upon the recommendation of the Pastor, special arrangements may be made for interment of those who cannot afford the regular fees.

12. This agreement represents the full agreement of the parties. There are no other agreements, written or oral, between the Church and Purchaser relating to the use of the Memorial Garden.
13. No amendment of this agreement shall be effective unless in writing and signed by the Purchaser and the Church. All the terms and conditions hereof and all amendments hereto shall apply to and be binding upon Purchaser.

DRAFT

First Presbyterian Church
Hammond, LA

MEMORIAL GARDEN AGREEMENT

This agreement is made this _____ day of _____ 20____ between FIRST PRESBYTERIAN CHURCH, Hammond, Louisiana, hereafter called “The Church” and

_____ (hereafter called “The Purchaser” of _____ (address).

The Church acknowledges receipt of the fee of \$_____ from _____ and gives permission to Purchaser to bury in the earth or scatter on the grounds in the FIRST PRESBYTERIAN CHURCH MEMORIAL GARDEN the ashes of

_____ (hereafter called the “Designee”), of _____

(address) subject to the terms and conditions set forth in this AGREEMENT.

Purchaser acknowledges reading and understanding this AGREEMENT.

FIRST PRESBYTERIAN CHURCH

By: _____
Pastor

And: _____
Memorial Garden Committee

And: _____
Purchaser

First Presbyterian Church
Hammond, LA

MEMORIAL GARDEN
CHECKLIST FOR INTERMENTS

The following are steps to be taken prior to and following an interment in the Memorial Garden, First Presbyterian Church, Hammond, Louisiana:

As soon as the wishes of the person or family regarding use of the Memorial Garden are known the information shall be made known to one of the pastors. He or she shall explain the terms and conditions for the use of the Memorial garden.

One to Seven Days Before

1. The ashes are to be delivered to the Pastor or Church's Agent by the funeral director together with the certificate of cremation. The ashes shall be placed in a secure and protected area of the church until shortly before the service.
2. The Pastor will advise the sexton of the time of the service

The Day of the Service

1. Ashes may be scattered or placed in a small hole at the direction of the officiating pastor, with the approval of the church's pastor.

First Presbyterian Church
Hammond, LA

MEMORIAL GARDEN
REQUEST FOR INTERMENT OF ASHES

(Full name of person whose ashes are to be interred)

I have read and do agree to each and every one of the terms and conditions governing the Memorial Garden at First Presbyterian Church, Hammond, Louisiana. I have made these terms and conditions known to the person(s) named below, and they understand that my signature hereto is binding on them.

Signature

Date of Birth

Or Executor

Date

The following person(s) is responsible for implementing this agreement.

1. _____
Name Telephone

Address City, State, Zip Code

2. _____
Name Telephone

Address City, State, Zip Code

Acceptance of Request

First Presbyterian Church, Hammond, Louisiana acknowledges the receipt of the above request and the sum of \$_____. Permission is hereby granted, subject to the terms and conditions of the Memorial Garden, for the interment of the ashes of:_____.

BY: _____

DATE: _____

APPLICATION FOR REZONING, CONDITIONAL USE, OR INITIAL ZONING

CITY OF HAMMOND

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

FILING DATE: 8/16/2015

PERMIT# Z-2015-08-00013

The next Zoning Commission Meeting will be held on 9/3/2015, at 5:00pm in the City Council Chambers, 312 E. Charles Street. Application to be submitted to the Planning Department according to the deadline schedule.

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

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

PARCEL# 2734681129.00

SITE ADDRESS: 411 West Charles Street, Hammond STREET # & STREET NAME

Legal Description or Survey Square 54 of The Hyer Survey, Sec. 25, T6S-R7E, Greensburg Land District, City of Hammond, Tangipahoa Parish.

PROPERTY OWNER NAME: First Presbyterian Church First Name MI Last Name

Owner Address: 111 North Pine St. Hammond, LA 70401 Street Name/Street Number City State Zip

Telephone: (985) 345-1543 or Cell #: ()

PLEASE READ AND SIGN BELOW

APPLICANT NAME: First Name MI Last Name

COMPANY NAME: First Presbyterian Church [X] Owner [] Other

Applicant Mailing Address: P.O. Box 726 Hammond LA 70404 Street Name/Street Number City State Zip

Applicant Telephone: (985) 345-1543 or Cell #: ()

PERMIT INFO-ADDITIONAL INFO

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

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

REASON FOR REZONING: Memorial Garden

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

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

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

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

X Donna Day Anderson APPLICANT SIGNATURE

DATE

X [Signature] OWNER(S) SIGNATURE

7/30/15

DATE

X CITY PLANNER

DATE

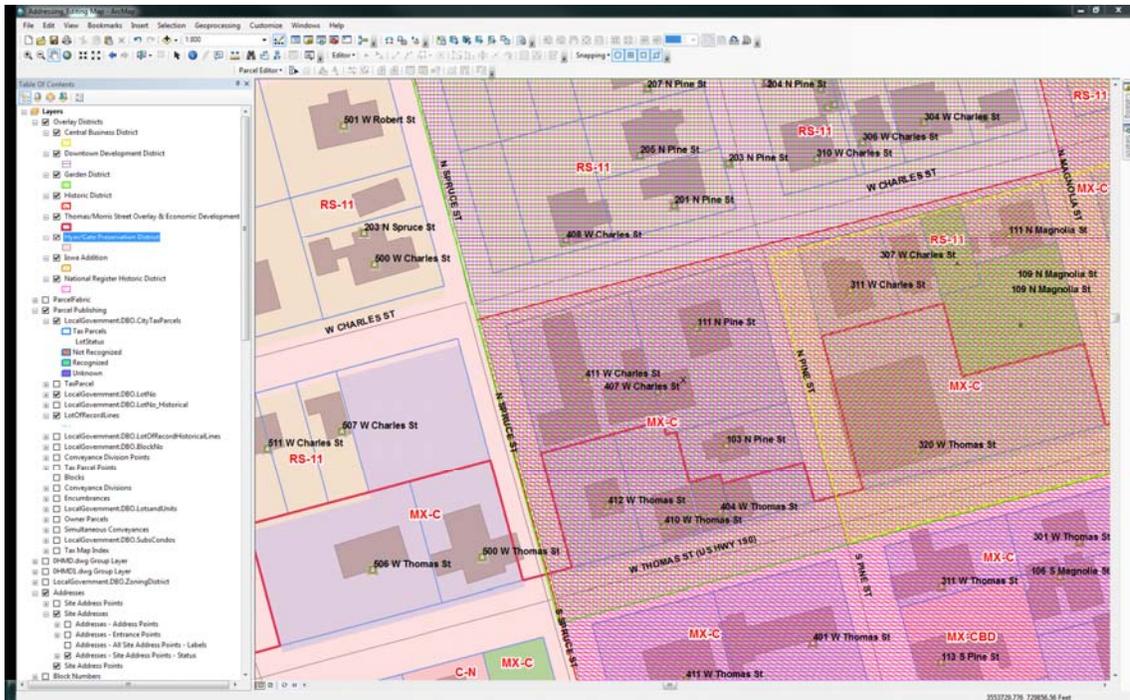
***** FOR OFFICIAL USE ***** AMOUNT PAID \$ 120.00 CHECK# 023327 CASH [] DATE PAID 8/16/2015 *****

PROPERTY INFORMATION SHEET

<input type="checkbox"/>	Type of Permit	Expanded Conditional Use	<input type="checkbox"/>	Date:	8/7/2015
<input type="checkbox"/>	Permit/Case #	Z-2015-08-00013			
<input type="checkbox"/>	Parcel #	2736681129.00			
<input type="checkbox"/>	Address	411 West Charles St.			
<input type="checkbox"/>	Owner	First Presbyterian Church			
<input type="checkbox"/>	Assessment #	2616602			
<input type="checkbox"/>	Zoning	MX-C			
<input type="checkbox"/>	Overlay District	Hyer-Cate, Historic, Garden District, DDD			
<input type="checkbox"/>	Flood Zone	X			
<input type="checkbox"/>	Flood Way	NONE			
<input type="checkbox"/>	Holds/Taxes	Overlays/NONE			
<input type="checkbox"/>	Bldg Tax Value	(x 10% Res/15% Cml)	50% =		

(Renovations/additions 50% or more of the bldg value for properties in a flood zone-see regulations)

Screen
Print

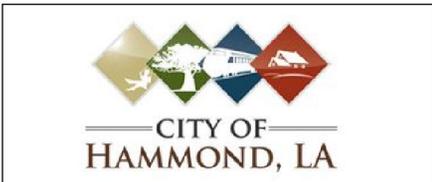
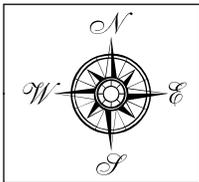
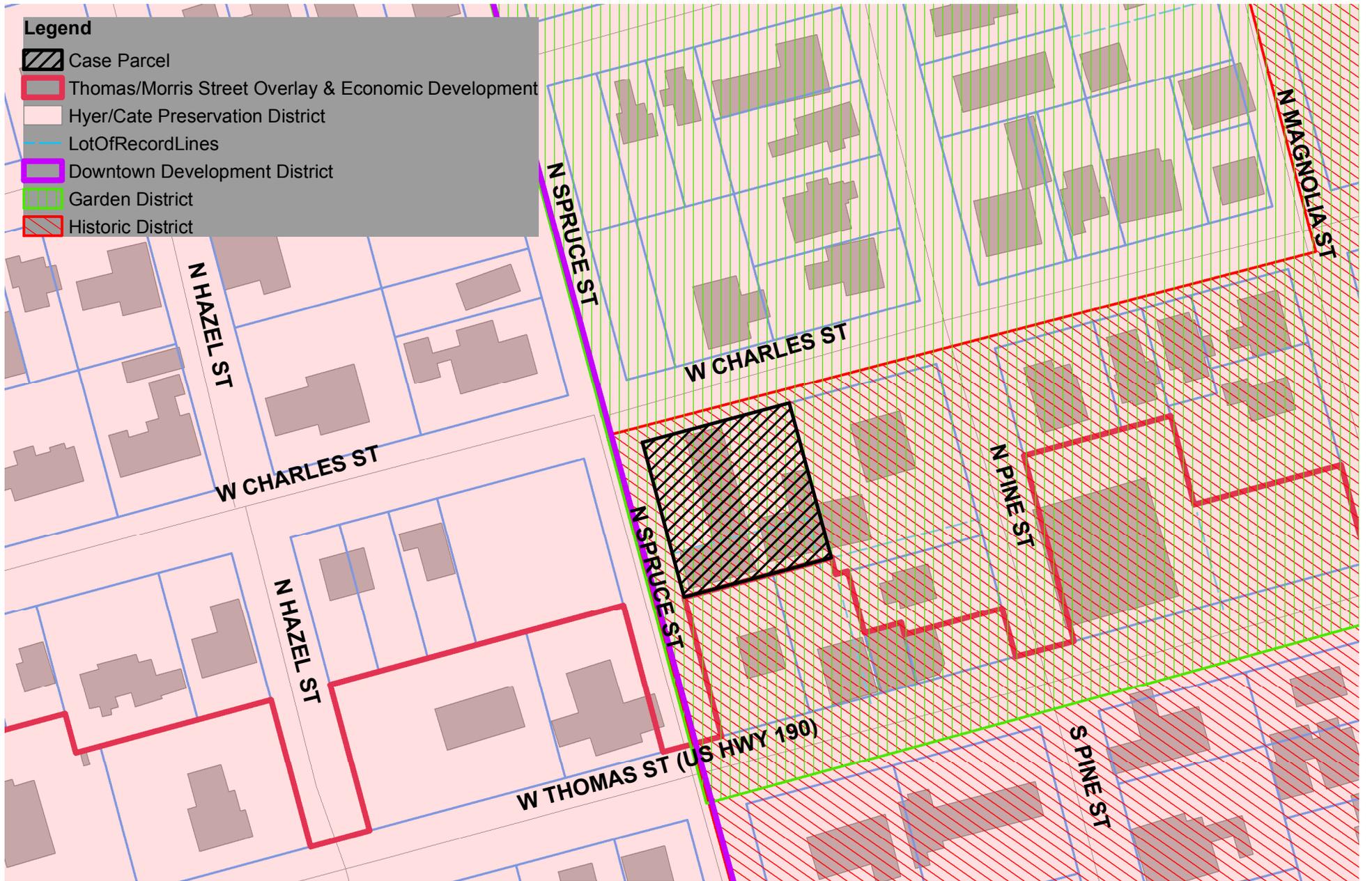


Preparer Initials _____

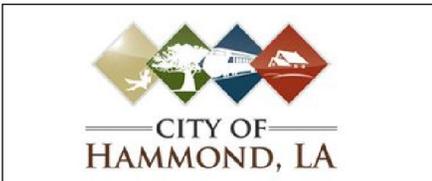
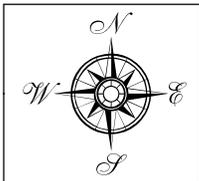
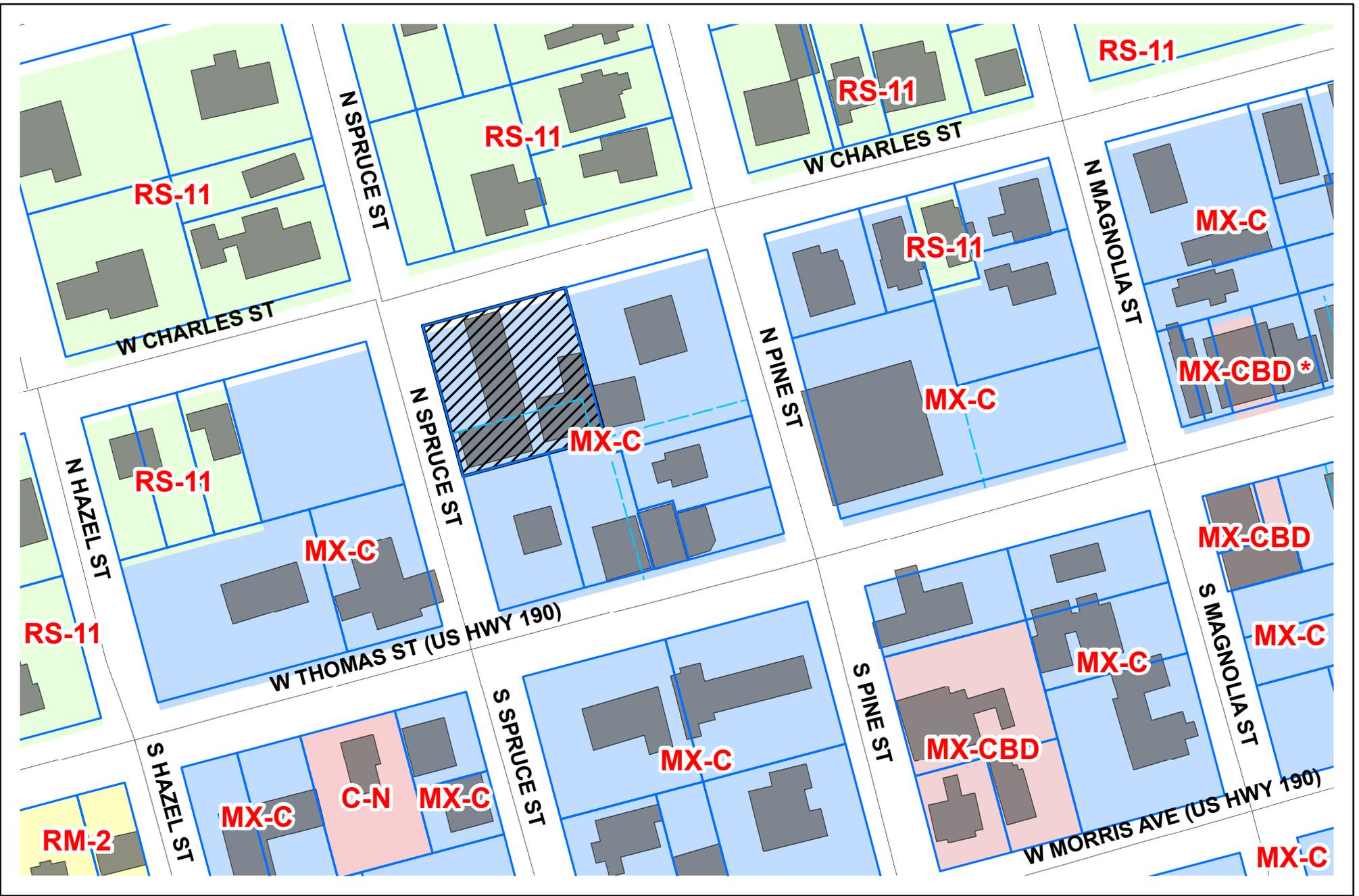
Reviewer Initials _____

Legend

-  Case Parcel
-  Thomas/Morris Street Overlay & Economic Development
-  Hyer/Cate Preservation District
-  LotOfRecordLines
-  Downtown Development District
-  Garden District
-  Historic District

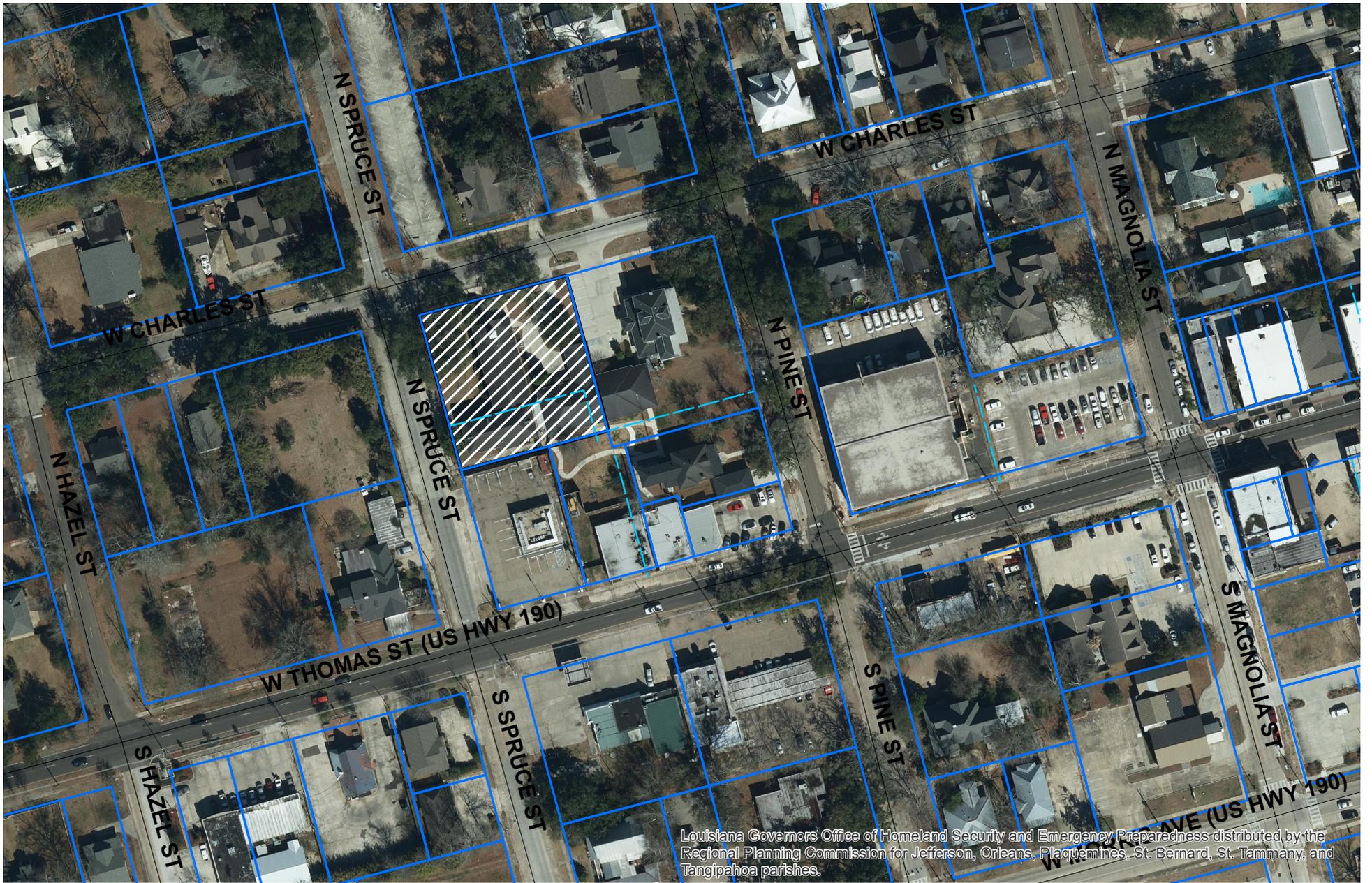


411 W. Charles St
Z-2015-08-00013 Expanded Conditional Use

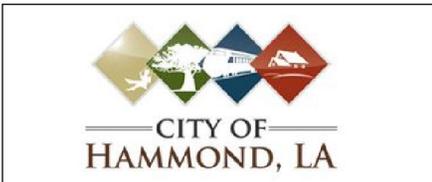
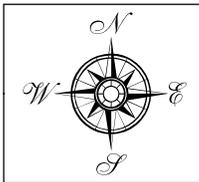


411 W. Charles St
Z-2015-08-00013 Expanded Conditional Use

Legend	
	LotOfRecordLines
	Case Parcel



Louisiana Governors Office of Homeland Security and Emergency Preparedness distributed by the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa parishes.



411 W. Charles St
Z-2015-08-00013 Expanded Conditional Use

Legend

- LotOfRecordLines
- Case Parcel