

# Town of Abita Springs



**MAYOR  
DANIEL J. CURTIS**

**PUBLIC HEARING AND SPECIAL TOWN COUNCIL MEETING  
THURSDAY, MAY 13, 2021 6:00PM  
TOWN OF ABITA SPRINGS, ABITA SPRINGS TOWN HALL  
22161 LEVEL ST., ABITA SPRINGS, LA 70420**

POSTED: May 12, 2021 5PM

CALL TO ORDER: Mayor Curtis  
PLEDGE OF ALLEGIANCE: Alderwoman Randolph

**PUBLIC HEARING:**

Discussion of Instrument 2021-002 AN ORDINANCE TO TERMINATE THE DEVELOPMENT AGREEMENT, EXECUTED ON JANUARY 18, 2018, BETWEEN THE TOWN OF ABITA SPRINGS AND LONESOME DEVELOPMENT LLC

**ROLL CALL:**

Call for agenda modifications.

**OLD BUSINESS:**

Consideration of Instrument 2021-002 AN ORDINANCE TO TERMINATE THE DEVELOPMENT AGREEMENT, EXECUTED ON JANUARY 18, 2018, BETWEEN THE TOWN OF ABITA SPRINGS AND LONESOME DEVELOPMENT LLC

**NEW BUSINESS:**

None

**OPEN/ANNOUNCEMENTS/ADJOURNMENT:**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE, PLEASE CONTACT US AT (985) 892-0711. PLEASE CONTACT TOWN HALL AT THE SAME NUMBER FOR ADDITIONAL INFORMATION REGARDING THIS AGENDA.

# Town of Abita Springs



**MAYOR  
DANIEL J. CURTIS**

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AMENDMENT TO INSTRUMENT 2021-002  
AN ORDINANCE TO TERMINATE THE DEVELOPMENT AGREEMENT, EXECUTED ON  
JANUARY 18, 2018, BETWEEN THE TOWN OF ABITA SPRINGS AND LONESOME DEVELOPMENT LLC

AMENDMENT 1

On line 32 before the word “and’ insert the following:

“E) Whereas gas lines have been installed in the development without advising the town of who installed the lines. Although, the development agreement requires the installer to be approved by the Town of Abita Springs.

F) Whereas the developer has shown a complete indifference to complying with the Code of Ordinances of the Town of Abita Springs.”

This Amendment having been introduced on motion of Alderman \_\_\_\_\_ seconded by Alderman \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2021.

The vote was:

- Yeas:
- Nays:
- Absent:
- Abstain:

\_\_\_\_\_  
Janet Dufrene, Town Clerk

\_\_\_\_\_  
Daniel J. Curtis, Mayor

# Town of Abita Springs



Honorable Daniel J. Curtis, Mayor

## INSTRUMENT 2021-002

**AN ORDINANCE OF THE TOWN OF ABITA SPRINGS TO TERMINATE A CERTAIN DEVELOPMENT AGREEMENT BETWEEN LONESOME DEVELOPMENT LLC AND THE TOWN OF ABITA SPRINGS AND TO PROVIDE FOR RELATED MATTERS.**

**WHEREAS**, the Town of Abita Springs and Lonesome Development LLC entered into a development agreement pursuant to Louisiana Revised Statute 33:4780.21 et seq. on January 18, 2018; and,

**WHEREAS**, in accordance with Louisiana Revised Statute 33:4780.23 and also in accordance with the terms of the development agreement an annual review of the actions of the Developer to determine if it is in good faith compliance with the agreement has been undertaken; and,

**WHEREAS**, the following facts have been ascertained which show a lack of good faith compliance with the development agreement;

A) Section 6.2.1 of the development agreement requires that all street, water service, sewage services and drainage improvements be inspected in accordance with the ordinances and subdivision regulations. Those ordinances and regulation require that the Town Engineer be involved in the inspection of these future public improvements. These inspections were done in violation of the development agreement and subdivision regulations. The Developer was required to cease development until proper inspections could be had.

B) The entirety of Phases One and Two of the development were clear cut of all vegetation in violation of the Tree Ordinance of the Town of Abita Springs.

C) The Developer has failed to comply with section 9-806(2) of the Town of Abita Springs Code of Ordinances by not submitting a final plat for approval of the first phases of the development within a year of receiving preliminary approval. No extension of time, although permitted, was requested by the Developer.

D) Despite the efforts of the Town, the Developer has failed to work in good faith to resolve the violations mentioned above.

and,

**WHEREAS**, the actions of the Developer display a complete disregard for the laws of Abita Springs.

**THEREFORE, BE IT ORDAINED** that Lonesome Development LLC be found to be not in good faith compliance with the development agreement entered into between them and the Town of Abita Springs on January 18, 2018; and

**BE IT FURTHER ORDAINED** that the above mentioned development agreement be and is hereby terminated; and

**BE IT FURTHER ORDAINED** that the Mayor of the Town of Abita Springs, Honorable Daniel J. Curtis be authorized to take all action necessary in the fulfillment of this ordinance.

The ordinance was moved for introduction by Alderwoman Randolph, seconded by Alderman Murphy on this 20<sup>th</sup> day of April 2021 and moved for adoption by Alderman \_\_\_\_\_ and seconded for adoption by Alderman \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_ 2021.

The Ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

And this Ordinance was declared adopted this \_\_th day of May 2021.

\_\_\_\_\_  
Janet Dufrene, Town Clerk

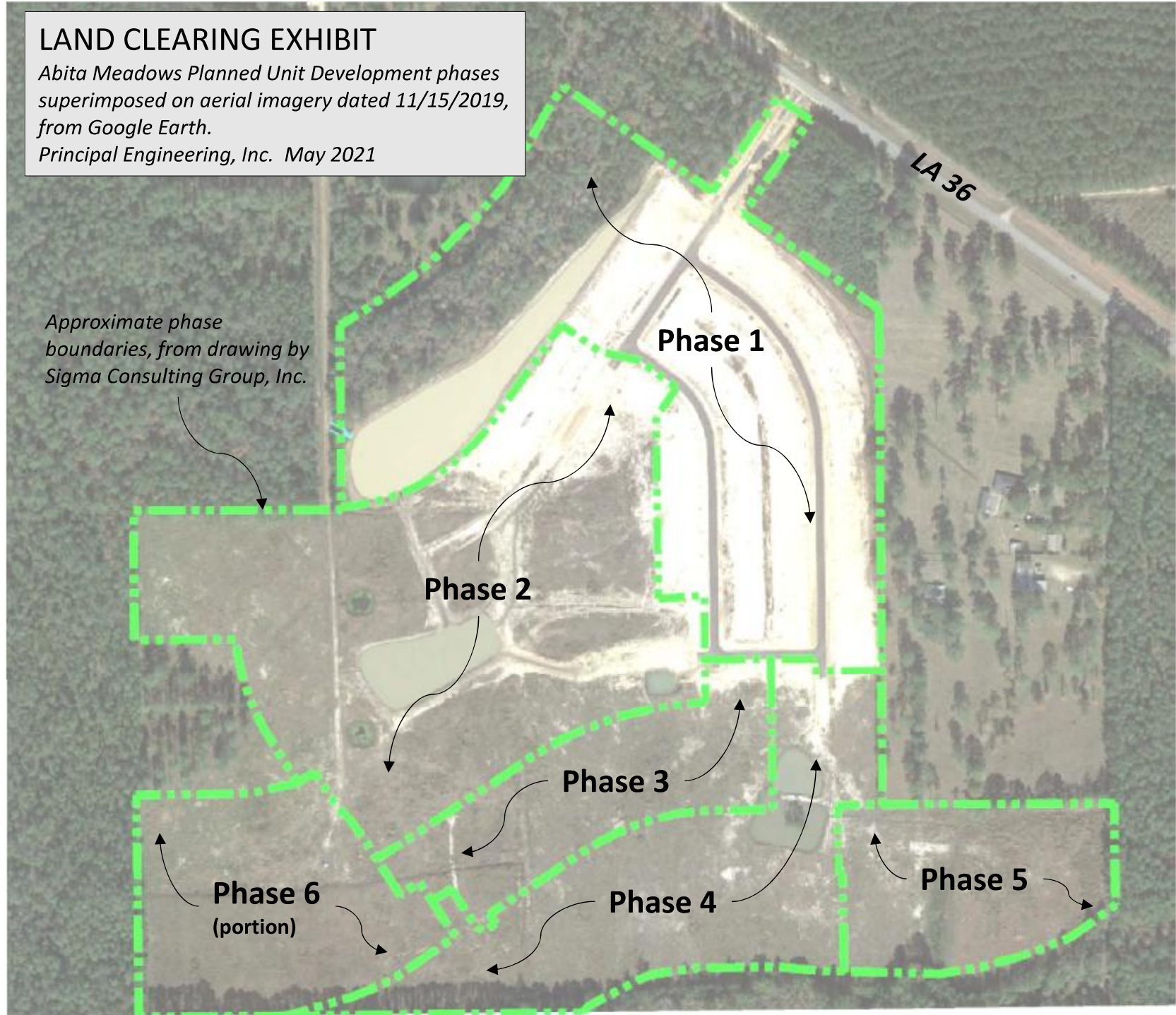
\_\_\_\_\_  
Honorable Daniel J. Curtis, Mayor

# LAND CLEARING EXHIBIT

*Abita Meadows Planned Unit Development phases superimposed on aerial imagery dated 11/15/2019, from Google Earth.*

*Principal Engineering, Inc. May 2021*

*Approximate phase boundaries, from drawing by Sigma Consulting Group, Inc.*



# Abita Meadows April 2019

Legend



Google Earth

Image © 2021 Maxar Technologies

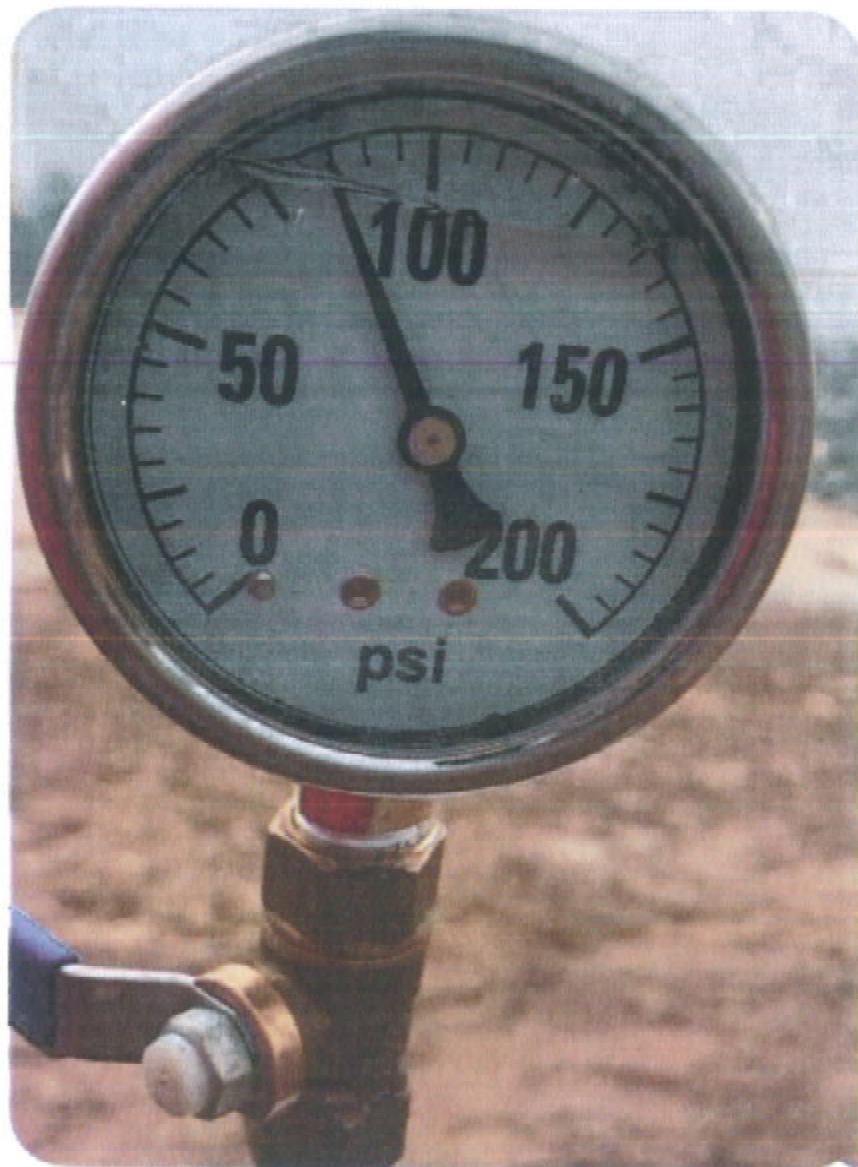
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Done

6 of 7

Ok

Mon, Mar 11, 1:35 PM



We good

**MAYOR DAN CURTIS**

---

***BAD FOR BUSINESS***

***BAD FOR TAXPAYERS***

***BAD FOR ABITA SPRINGS***

Transcript of the Testimony of

**Paul Mayronne**

April 7, 2021

LONESOME DEVELOPMENT, LLC v. TOWN OF ABITA SPRINGS



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1 that correct?

2 A Yes.

3 Q The first one, if I remember right,  
4 is that the one that has to do with the tree  
5 ordinance?

6 A That's the second one.

7 Q The second one.

8 The first one was density?

9 A Inspections.

10 Q Inspections. Okay.

11 Inspections issues were somewhat  
12 discussed. But as far as a tree ordinance,  
13 were you aware of a tree ordinance that the  
14 town had prior to seeing that letter?

15 A I was not.

16 Q And, again, I believe you've  
17 already told me, but you were not requested  
18 by Lonesome to review the town's ordinances  
19 and do an evaluation prior to their  
20 involvement in developing this land?

21 A I was not asked to review all of  
22 the ordinances as part of that, no.

23 Q And you don't recall specifically  
24 independently doing one either?

25 A No. I would not have done that.

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REPORTER'S CERTIFICATE

This certification is valid only for a transcript accompanied by my original signature and original required seal on this page.

I, KIM A. PRESCOTT, Certified Court Reporter in and for the State of Louisiana, as the officer before whom this testimony was taken on 4/7/21 do hereby certify that PAUL MAYRONNE to whom oath as administered, after having been duly sworn by me upon authority of R.S. 37:2554, did testify as hereinbefore set forth in the foregoing 97 pages;

That this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me or under my personal direction and supervision, and is a true and correct transcript to the best of my ability and understand; that the transcript format guidelines required by statute or by rules of the board;

That the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the Board and that I am informed about the complete arrangement, financial or otherwise, with the person or entity making arrangements for deposition services;

That I have acted in compliance with the prohibition on contractual relationships, as defined by Code of Civil Procedure Article 1434 and in rules and advisory opinions of the Board;

That I have no actual knowledge of any prohibited employment or contractual relationship, direct or indirect, between a court reporting firm and any party litigant in this matter. I am not related to counsel or to the parties herein, nor am I otherwise interested in the outcome of this matter.

\_\_\_\_\_  
KIM A. PRESCOTT,  
Certified Court Reporter

Transcript of the Testimony of

**TIM HENNING**

March 25, 2021

LONESOME DEVELOPMENT, LLC v. TOWN OF ABITA SPRINGS



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1 agreement --  
 2 Q. Uh-huh (affirmative response).  
 3 A. -- I just mentioned it to Greg  
 4 Lemons. I said, okay, you're ready to sign it?  
 5 He said, yes, but I want the council to approve  
 6 it. I said, Do they have to approve it for some  
 7 reason? He said, No. I just don't want anybody  
 8 coming back on me saying I did this unilaterally.  
 9 Q. Okay.  
 10 A. So he -- it was my understanding it  
 11 was his choice to have the town council ratify  
 12 it.  
 13 Q. But it was ratified before he signed  
 14 it?  
 15 A. Yes.  
 16 Q. Okay. And that doesn't appear to be  
 17 an issue. Everybody seems to be in agreement  
 18 that that's what took place.  
 19 All right. And let me -- before I  
 20 even ask the question, let me just state, I'm not  
 21 asking you for a legal opinion here because  
 22 obviously the Court is going to decide all of the  
 23 legal issues.  
 24 As far as you being a member of  
 25 Lonesome Development and you being one of the

1 signatories on the development agreement, what  
 2 was your understanding or your appreciation of  
 3 how the -- how things were to work out if there  
 4 was -- if there were provisions in the  
 5 development agreement and provisions in the town  
 6 ordinances that -- that didn't match up?  
 7 A. The developmental agreement -- and  
 8 I'm not giving a legal opinion just reading it,  
 9 it says the developmental agreement takes  
 10 precedence over any conflict between town  
 11 ordinances and the developmental agreement.  
 12 Q. All right. And, obviously, the -- I  
 13 know you're paraphrasing but whatever the  
 14 agreement says you have no dispute that that's  
 15 what finally everyone signed off on, correct?  
 16 A. Correct.  
 17 Q. All right. Prior to entering into  
 18 and eventually signing the development agreement,  
 19 what efforts were undertaken by Lonesome  
 20 Development to review and familiarize themselves  
 21 with the town ordinances of Abita Springs?  
 22 A. We were to rely on the  
 23 representatives of the town and our legal  
 24 counsel. I --  
 25 Q. Do you know -- I'm sorry. I didn't

1 mean to interrupt you.  
 2 A. I -- I don't --  
 3 Q. And if you don't know, that's okay.  
 4 A. I don't pull out the ordinances and  
 5 try and define what they mean.  
 6 Q. So you simply rely -- not simply,  
 7 but as far as any kind of legal interpretations,  
 8 etc., and it's okay to rely on counsel but you  
 9 relied on counsel?  
 10 A. I rely on the people who work for  
 11 the city who get paid to --  
 12 Q. I'm not just talking about the city.  
 13 I'm talking about --  
 14 MR. SINOR, JR.:  
 15 No, no. Please let him finish his  
 16 answer.  
 17 THE WITNESS:  
 18 Like I said, I rely on city  
 19 employees who are paid to enforce all of  
 20 these requirements and - and my legal  
 21 counsel for legal opinions.  
 22 EXAMINATION BY MR. GIRAUD:  
 23 Q. Independent of relying on the town  
 24 or the town representatives, what efforts, if you  
 25 know, were undertaken on the part of Lonesome

1 Development to review and familiarize itself with  
 2 the town ordinances of the Town of Abita Springs?  
 3 A. I'm not aware of any independent  
 4 efforts.  
 5 Q. Okay. All right.  
 6 MR. SINOR, JR.:  
 7 And just so to make it clear, you  
 8 are not including counsel for Lonesome  
 9 Development and what efforts counsel for  
 10 Lonesome Development might have taken in  
 11 that regard, right? He's just talking  
 12 about what he --  
 13 MR. GIRAUD.  
 14 Let me clarify that.  
 15 EXAMINATION BY MR. GIRAUD:  
 16 Q. I'll make -- first, let's separate  
 17 that out. When I say Lonesome Development in  
 18 this first question, I'm talking about, I guess,  
 19 yourself and Mr. McMath would be the two  
 20 principals of Lonesome Development, LLC.  
 21 What efforts independent of anything  
 22 having to do with, you know, asking town  
 23 officials, did either you or Mr. McMath undertake  
 24 to review and make yourself familiar with the  
 25 ordinances of the Town of Abita Springs prior to

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**CORRECTION SHEET**

	PAGE	LINE	DESCRIPTION
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23	WITNESS: TIM HENNING		
24	Taken on March 25, 2021		
25	Reported By: Belinda K. Amerson		

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**WITNESS CERTIFICATE**

I, TIM HENNING, do hereby certify that the foregoing testimony was given by me, and the transcription of said testimony, with corrections and/or changes, if any, is true and correct as given by me on the aforementioned date.

DATE SIGNED (TIM HENNING)

Signed with corrections as noted.

Signed with no corrections as noted.

DATE TAKEN: March 25, 2021

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**REPORTER'S PAGE**

I, BELINDA K. AMERSON, Certified Court Reporter, in and for the State of Louisiana, the officer, as defined in Rule 28 of the Federal Rules of Civil Procedure and/or Article 1434 (B) of the Louisiana Code of Civil Procedure, before whom this sworn testimony was taken, do hereby state on the record:

That due to the interaction in the spontaneous discourse of this proceeding, dashes (--) have been used to indicate pauses, changes in thought, and/or talkovers; that same is the proper method for a Court Reporter's transcription of a proceeding, and that dashes (--) do not indicate that words or phrases have been left out of this transcript; also, that any words and/or names which could not be verified through reference material have been denoted with the phrase "(phonetically spelled)."

BELINDA K. AMERSON, CCR  
CERTIFIED COURT REPORTER

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**REPORTER'S CERTIFICATE**

This certificate is valid only for a transcript accompanied by my original signature and original required seal on this page.

I, BELINDA K. AMERSON, Certified Court Reporter, in and for the State of Louisiana, as the officer before whom this testimony was taken, do hereby certify that TIM HENNING, after having been duly sworn by me upon authority of R.S. 37:2554, did testify as hereinbefore set forth in the foregoing 104 pages;

That this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me or under my personal direction and supervision, and is a true and correct transcript to the best of my ability and understanding;

That the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board;

That I have acted in compliance with the prohibition on contractual relationships, as defined by Louisiana Code of Civil Procedure Article 1434 and in rules and advisory opinions of the board;

That I am not related to counsel or the parties herein, nor am I otherwise interested in the outcome of this matter.

BELINDA K. AMERSON, CCR  
CERTIFIED COURT REPORTER



Transcript of the Testimony of

**CINDY CHATELAIN**

April 19, 2021

LONESOME DEVELOPMENT, LLC v. TOWN OF ABITA SPRINGS



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1 they were going to be doing at the site.  
 2 A. No.  
 3 Q. You don't recall specific  
 4 conversations about those things?  
 5 A. We didn't have any specific  
 6 conversations.  
 7 Q. Okay, fair enough. This Item  
 8 Number 6, this landscape plan, was this  
 9 submitted to you? Is this anything that you  
 10 have seen before?  
 11 A. No. But this is an ordinance.  
 12 It says they were going to plant three trees,  
 13 you have to plant three trees.  
 14 Q. Is there any delineation in the  
 15 type of trees?  
 16 A. Class A trees which are hardwood  
 17 trees. What that means, a maple, an oak.  
 18 Q. Not soft trees like a pine or  
 19 anything like that?  
 20 A. No. Not an ornamental tree,  
 21 either, like a Crepe Myrtle is not a Class A  
 22 tree. Being PUD the lots are so small, then  
 23 there's green space area. So you could now  
 24 have the house and plant trees on that same  
 25 lot, but you would be required to plant the

1 three trees. Maybe plant one on the lot and  
 2 two somewhere else in the green space.  
 3 Q. I'm glad you're explaining this.  
 4 So even with regard to three trees per lot  
 5 your understanding is that the aim is the  
 6 cumulative amount of trees being planted, not  
 7 necessarily three on each lot?  
 8 A. Correct.  
 9 Q. And there are green space areas  
 10 anticipated?  
 11 A. Yes.  
 12 Q. As part of this preliminary  
 13 plat, as part of the plan for this PUD?  
 14 A. Yes.  
 15 Q. Let me just ask you because it's  
 16 been raised as a potential issue at one  
 17 point. Are you as Planning and Zoning  
 18 director familiar with the Town Tree  
 19 Ordinance?  
 20 A. Yes.  
 21 Q. What is your appreciation of  
 22 what the Town Tree Ordinance is and what it  
 23 might require?  
 24 A. You couldn't cut a tree down  
 25 unless you had a tree permit.

1 Q. Do you know if there was a  
 2 permit like that that was issued for Abita  
 3 Meadows?  
 4 A. Abita Meadows is not an  
 5 individual building a house, it was a  
 6 development. And people who deal with  
 7 developments pretty much know that you can't  
 8 save every tree, it's impossible. When  
 9 you're doing small lots like this you can't  
 10 save the trees. Their roots get damaged when  
 11 you're putting in water, gas, and sewer  
 12 lines, they are cutting them. What is your  
 13 question?  
 14 Q. I think you answered the  
 15 question I asked you. But specifically what  
 16 I asked is do you know if a permit --  
 17 A. Did I issue a tree plat plan,  
 18 did I issue permission to cut all the trees  
 19 down?  
 20 Q. Did you?  
 21 A. No. I gave them a letter to  
 22 proceed.  
 23 Q. Does the letter to proceed talk  
 24 about all the trees being cut down?  
 25 A. No.

1 Q. I was talking about the tree  
 2 ordinance. You said it requires a permit  
 3 being issued before you cut down a tree?  
 4 A. Yes.  
 5 Q. Is that issued through your  
 6 department?  
 7 A. Planning and Zoning.  
 8 Q. So it's issued through your  
 9 department?  
 10 A. Yes.  
 11 Q. Do you know if a permit was  
 12 issued to Abita Meadows under the tree  
 13 ordinance?  
 14 A. No.  
 15 Q. No, there was none?  
 16 A. No, I did not issue one.  
 17 Q. Do you recall a specific  
 18 discussion with any representatives of Abita  
 19 Meadows where you told them outright that a  
 20 permit under the Town Tree Ordinance was not  
 21 required for Abita Meadows?  
 22 A. I did not tell them that they  
 23 had to get a permit.  
 24 Q. Did you tell them that they  
 25 didn't have to get one?

Page 73

1 BY THE WITNESS:  
 2 Cinfull@yahoo.com.  
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 6 (At this time, the deposition  
 7 was concluded.)  
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1 I, LILLIE R. BURCH, Certified Court  
 2 Reporter in and for the State of Louisiana,  
 3 the officer, as defined in Rule 28 of the  
 4 Federal Rules of Civil Procedure and/or  
 5 Article 1434(B) of the Louisiana Code of  
 6 Civil Procedure, before whom this proceeding  
 7 was taken, do hereby state on the Record:  
 8 That due to the interaction in the  
 9 spontaneous discourse of this proceeding,  
 10 dashes (--) have been used to indicate  
 11 pauses, changes in thought, and/or talkovers;  
 12 that same is the proper method for a Court  
 13 Reporter's transcription of proceeding, and  
 14 that the dashes (--) do not indicate that  
 15 words or phrases have been left out of this  
 16 transcript;  
 17 That any words and/or names which  
 18 could not be verified through reference  
 19 material have been denoted with the phrase  
 20 "(spelled phonetically)."  
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 23 \_\_\_\_\_  
 24 LILLIE R. BURCH, CCR  
 25 Certified Court Reporter

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1 REPORTER'S CERTIFICATE  
 2  
 3 I, LILLIE R. BURCH, Court Reporter in and  
 4 for the State of Louisiana, as the officer  
 5 before whom this testimony was administered, do  
 6 hereby certify that CINDY CHATELAIN, after  
 7 having been duly sworn by me upon authority of  
 8 R.S. 37:2554, did testify as hereinbefore set  
 9 forth in the foregoing pages;  
 10 That this testimony was reported by me  
 11 in the stenotype reporting method, was  
 12 prepared and transcribed by me or under my  
 13 personal direction and supervision, and is a  
 14 true and correct transcript to the best of my  
 15 ability and understanding;  
 16 That the foregoing transcript has been  
 17 prepared in compliance with transcript format  
 18 guidelines required by statute or by the  
 19 Rules of the Louisiana Certified Shorthand  
 20 Reporter Board; and that I am informed about  
 21 the complete arrangement, financial or  
 22 otherwise, with the person or entity making  
 23 arrangement for deposition services;  
 24 That I have acted in compliance with the  
 25 prohibition on contractual relationships, as

Page 76

1 defined by the Louisiana Code of Civil  
 2 Procedure Article 1434 and in rules and  
 3 advisory opinions of the board;  
 4 That I have no actual knowledge of any  
 5 prohibited employment or contractual  
 6 relationship, direct or indirect, between a  
 7 court reporting firm and any party litigant  
 8 in this matter, nor is there any such  
 9 relationship between myself and a party  
 10 litigant in this matter;  
 11 That I am not of counsel, not related to  
 12 counsel or the parties herein, nor am I  
 13 otherwise interested in the outcome of this  
 14 matter.  
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 20 Lillie R. Burch, CCR  
 21 Certification No. 87177  
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