



Planning and Zoning Commission Staff Report

Date: October 29, 2025

To: Planning and Zoning Commission

From: Kristin Tortorich, Planning and Zoning Director

Subject: Abita Meadows – Phase 1 Final Plat Consideration

I. Purpose

To update the Commission on outstanding field investigation and infrastructure items related to the Abita Meadows Subdivision. These items must be addressed prior to Final Plat approval of Phase 1.

II. Engineer's Progress Update (as of October 21, 2025)

- **17 open punch list items**, 15 of which require a Letter of Credit (LOC) to ensure completion. The punch list is attached.
- **Two items may be deferred** to later phases but must be addressed before any subsequent Phase review or approval:

1. Lift Station Pump Upgrade (1.5 HP → 5 HP)

- Ensures sufficient system capacity and reliability.
- The 5 HP pumps must be installed prior to the application, review, or consideration of any subsequent subdivision phase. This requirement applies regardless of phase sequencing. The developer may not bypass this requirement by proceeding to later phases; skipping to an alternative phase, does not remove or alter this obligation.
- No future phase applications will be accepted or processed until installation is complete.
- A one-time deferment to Phase 3 (or any subsequent phase) may be permitted only with written approval of the Wastewater Operator.

2. Sewer Force Main Installation between Pearl Street and the Town of Abita Wastewater Treatment Plant

- Ensures adequate wastewater capacity for additional homes.
 - The sewer force main from the Pearl Street Lift Station to the Sewer Plant must be installed prior to the application, review, or consideration of any subsequent subdivision phase. This requirement applies regardless of phase sequencing. The developer may not bypass this requirement by proceeding to later phases; skipping to an alternative phase, does not remove or alter this obligation. No future phase applications will be accepted or processed until installation is complete.
 - A one-time deferment to Phase 3 (or any subsequent phase) may be permitted only with written approval of the Wastewater Operator.
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III. Motion Options

1. Approval
2. Conditional Approval
3. Denial

IV. Conditional Approval

If the Commission chooses Conditional Approval, staff recommends the following conditions:

1. **Letter of Credit for Punch List Completion**
 - **Amount:** \$94,191.36
 - Secures completion of punch list items dated 10/21/2025.
 - Released upon Town Engineer verification of completion.
2. **Letter of Credit for Construction Damage / Warranty Bond**
 - **Amount:** \$25,000
 - Required under the Development Agreement (Section 6.2.5).
 - Covers road damage caused by home construction until **75% of homes have Certificates of Occupancy (Warranty Release Point)**.
 - After the Warranty Release Point, responsibility transfers to the Town, and the LOC may be released.
3. **Letter of Credit for Correction of Construction or Workmanship Defects**
 - Typically, **10% of certified construction costs** (Section 6.2.3).
 - Covers defects in infrastructure (roads, drainage, sewer, etc.) after Town acceptance.
 - Expires **1 year after final acceptance**, plus an additional **180-day cure period** for any defects discovered.
4. **Final Legal Review**
 - Conditional approval is contingent upon Town Attorney approval of all LOCs.
 - Draft LOCs for the Punch List is currently under review.
5. **Payment of Outstanding Invoice and Forthcoming Expenses**
 - Professional Review Services, Final Plat Review, Inspection Fees, Developmental Review Fees, Advertising and Recoding Fees \$49,803.60
 - Professional Services accrued after 9/25/2025.
 - Clerk of Court Recording Fees for Phase 1 Final Plat and Dedication of Servitudes, Easements and Restrictive Covenants.

V. Optional Motion Language

I move to grant Conditional Approval subject to the following:

1. A Punch List Letter of Credit in the amount of \$94,191.36 is provided and released only after the Town Engineer verifies completion.
2. A Construction Damage and Warranty Letter of Credit in the amount of \$25,000 is provided and remains in place until 75% of homes have Certificates of Occupancy.
3. A Workmanship and Infrastructure Warranty Letter of Credit equal to 10% of certified construction cost is provided and remains in effect for one year after final acceptance, with an additional 180 days for any required repairs.
4. All Letters of Credit are reviewed and approved by the Town Attorney.
5. All outstanding invoices and applicable recording fees are paid in full.

VI. Summary Explanation of Bonds / LOCs

Clause / Bond Type	When It Begins	What It Covers	When It Ends
Punch List LOC (\$94,191.36)	Before Phase 1 Final Plat recordation	Completion of remaining infrastructure punch list items	Upon Town Engineer verification
Section 6.2.3 Warranty Bond (10% of construction costs)	After Phase 1 final acceptance	Correction of infrastructure construction/ workmanship defects	1 year after final acceptance (+180-day cure period)
Section 6.2.5 Construction Damage Bond (\$25,000)	During home construction, before 1 st permit is pulled.	Road damage caused during house construction	When 75% of homes have COs

NEXT STEPS TOWARD FINAL APPROVAL

If the Planning and Zoning Commission grants Conditional Approval:

- Conditional approval will take effect once the Punch List Letter of Credit has been received, reviewed for form and substance, and executed by the Town Attorney
- All final invoices are paid.

Final Subdivision Plat Approval Requirements:

Final approval may be granted once all items below are complete:

1. All previous Conditional Approval requirements have been satisfied.
2. The Punch List is completed, and the Town Engineer provides written confirmation of completion.
3. Required subdivision certificates/forms are signed by the Town Clerk, Town Engineer, and the Planning & Zoning Commission Chairman.
4. The Phase 1 Subdivision Plat, along with the Dedication of Servitudes, Easements, and Restrictive Covenants, is filed with the Clerk of Court.
5. The Warranty Letter of Credit and Construction Damage Letter of Credit are received, reviewed for form and substance by the Town Attorney, and executed.

Notes for Reference

Notes on Letters of Credit (LOCs)

If the Developer is amenable, the Town Attorney prefers LOCs instead of traditional bonds.

- **LOC requirements:**
 1. Irrevocable and in a form approved by the Town Attorney.
 2. Cover the same amounts as the bonds: **10% of infrastructure cost for 1-year warranty, \$25,000 for construction damage.**
 3. Issued by a bank and payable on demand if the developer fails to perform.
- **Implementation:**
 1. LOC should reference the obligations in Sections 6.2.3 and 6.2.5.
 2. Town may draw on the LOC if defects or damage are not corrected.
 3. LOC expires only after the applicable warranty period or Warranty Release Point is reached.

Language from Development Agreement:

6.2.2 All shall be dedicated by Developer pursuant to documents approved by the Abita Springs attorney and upon final subdivision approval for the phase of the PUD wherein the improvements are located.

6.2.3 The Developer shall provide a warranty bond in form and substance approved by the attorney for Abita Springs for the maintenance and repair of any defects for a period of one (1) year from the date of final acceptance of the work (final approval of the applicable phase of the PUD) by Abita Springs (the "Warranty Period") and the cure period referenced below in Section 6.2.4.

6.2.4 Any defects found by the inspectors for Abita Springs of any improvements during the Warranty Period must be cured within one hundred eighty (180) days of Abita Springs's giving notice of such defect to the Developer (the "cure period").

6.2.5 Notwithstanding that the infrastructure for each phase of the PUD is to be accepted into the Abita Springs maintenance system upon completion pursuant to this Section 6.2, until such time as seventy-five (75%) percent of the homes within any given phase of the PUD have received a certificate of occupancy from Abita Springs (the "Warranty Release Point"), Developer or its designee shall maintain in full force and effect and in favor of Abita Springs a warranty bond, in the amount of \$25,000.00. This warranty bond shall secure Developer's obligation to repair any damages to the roads within the applicable phase of the PUD, caused by the home construction process, up and until the applicable phase has reached the Warranty Release Point. Once any phase within the PUD has reached the Warranty Release Point, any further repairs to the roads within that phase shall be the sole responsibility of Abita Springs and the warranty bond referenced above shall no longer apply to that particular phase.



PROJECT PUNCH LIST

List No.	1	Pages:	3
Project:	Abita Meadow, Phase 1	Date:	10/21/25
Location:	Abita Meadows	Project Mgr./Eng.:	John Catalanotto, PE, PMP
Contractor:	Lonesome Development	Resident Project Rep.:	N/A
Owner:	Lonesome Development		

Open Items

No.	Reference	Item Description	Value	Value x 3 per Ordinance	Comments
1	Traffic/ Lighting Plan	Install Street Signs	\$5,677.12	\$17,031.36	Developer Agrees to Complete
2	Traffic/ Lighting Plan	Install Street Lighting	\$7,210.00	\$21,630.00	Developer Agrees to Complete
4	Water/Sewer/ Gas Plans	Bury exposed wires	\$100.00	\$300.00	Developer Agrees to Complete
19	Drainage As-Builts	Update as-builts to include roadway culvert at development entrance from Hwy 36, clean silted culvert	\$100.00	\$300.00	Developer Agrees to Complete
21	Drainage As-Builts	Ensure that Ponds 1 and 2 are hydraulically connected, and dam is removed	\$300.00	\$900.00	Developer Agrees to Complete
25	Lift Station Plans	Install seals to prevent hydrogen sulfide from entering control panel per NEC	\$200.00	\$600.00	Developer Agrees to Complete
26	Lift Station Plans	Encase below plastic conduit in concrete and install rigid conduit above grade or install rigid conduit both above and below grade.	\$2,000.00	\$6,000.00	Developer Agrees to Complete
27	Lift Station Plans	Construct concrete access drive at pump station site.	\$2,500.00	\$7,500.00	Developer Agrees to Complete
28	Lift Station Plans	Construct wood fence and gate at pump station site.	\$4,060.00	\$12,180.00	Developer Agrees to Complete
30	Lift Station Plans	Provide protective coating on flange that was replaced	\$400.00	\$1,200.00	Developer Agrees to Complete
32	Lift Station Plans	Site light shall be provided in accordance with Note 2 on drawing sheet 61 of the final systems plan	\$300.00	\$900.00	Developer Agrees to Complete
34	Lift Station Plans	Regrade area around pump station site and provide seed/sod.	\$1,200.00	\$3,600.00	Developer Agrees to Complete

36	Lift Station Plans	Include cost of 5 HP pumps for PS-1, as well as any upgrades necessary to control panel within bond/letter of credit.	<p>The 5 HP pumps must be installed prior to the application, review, or consideration of any subsequent subdivision phase. This requirement applies regardless of phase sequencing. The developer may not bypass this requirement by proceeding to later phases; skipping to an alternative phase, does not remove or alter this obligation.</p> <p>No future phase applications will be accepted or processed until installation is complete. A one-time deferment to Phase 3 (or any subsequent phase) may be permitted only with written approval of the Wastewater Operator.</p>		
39	Pearl St. Sewer Force Main	Install sewer force main from Pearl St. Lift Station to WWTP.	<p>The sewer force main from the Pearl Street Lift Station to the Sewer Plant must be installed prior to the application, review, or consideration of any subsequent subdivision phase. This requirement applies regardless of phase sequencing. The developer may not bypass this requirement by proceeding to later phases; skipping to an alternative phase, does not remove or alter this obligation.</p> <p>No future phase applications will be accepted or processed until installation is complete. A one-time deferment to Phase 3 (or any subsequent phase) may be permitted only with written approval of the Wastewater Operator.</p>		
40	Final Plat	Install 3/4" iron pipe at lot corners per section 3.1103 of subdivision regulations	\$7,100.00	\$21,300.00	Developer Agrees to Complete
42	Final Plat	Install 3/4" by 3' long permanent monument placed at all street corners and street line intersections in accordance with section 3.1101			Developer Agrees to Complete, cost included in #40 above.
47	Other	Reset water and gas valves referenced in email dated August 13, 2025, regarding results of water, gas, and sewer force main testing performed by the Town.	\$250.00	\$750.00	Developer Agrees to Complete
			\$31,397.12	\$94,191.36	Bond/LOC Amount agreed by Developer

Verified Completed

No.	Reference	Item Description	Date Verified of Completion
3	Erosion Control Plans	Seeding areas that do not presently have grass	9/30/2025
5	Water/Sewer/Gas Plans	Install blue pavement marker to indicate fire hydrant locations	9/30/2025
6	Water/Sewer/Gas Plans	Provide as-builts for water and gas infrastructure using actual survey locations	9/22/2025
7	Water/Sewer/Gas Plans	RegROUT manhole A-3	9/23/2025
8	Water/Sewer/Gas Plans	Enlarge symbology for sewer service connections on sewer as-builts	9/22/2025

9	Water/Sewer/ Gas Plans	Enlarge symbology for gas and water valves on as-builts	9/22/2025
10	Water/Sewer/ Gas Plans	Update As-Built to include hydrant installed between Lot 1 and Subdivision Entrance	9/22/2025
11	Water/Sewer/ Gas Plans	Provide As-Builts showing the top and invert elevations of all installed sewer infrastructure	9/22/2025
12	Water/Sewer/ Gas Plans	Update pipe length and slope of each installed sewer main based on as-built survey	9/22/2025
13	Drainage As-Builts	Update discharge once actual elevations are obtained	9/30/2025
14	Drainage As-Builts	Callout actual ID for pipe ends with "A" and "B" designation to match summary table	9/23/2025
15	Drainage As-Builts	Regrade ditches in the vicinity of Lots 38 through 42 and Lots 32 to 34.	9/23/2025
16	Drainage As-Builts	Provide an updated as-built drainage plan with centerline elevations of ditches	9/23/2025
17	Drainage As-Builts	Provide elevations of physical infrastructure (i.e., pipe inverts, inlet castings, ditch centerline, etc.), and submit revised drainage as-built for Town Engineer review.	9/24/2025
18	Drainage As-Builts	Remove debris blocking pipe inlet for 106A	9/30/2025
20	Drainage As-Builts	Remove debris and backfill channel created by beavers adjacent to Pond 1 outfall	9/23/2025
22	Drainage As-Builts	Remove debris that has accumulated in front of 206A	9/23/2025
23	Drainage As-Builts	Provide an updated as-built drainage plan with centerline elevations of ditches at 100' intervals	9/23/2025
24	Drainage As-Builts	Provide letter transmitting update drainage as-builts, and provide confirmation that the drainage system was constructed per the design and that it is compliant with section 1.2.4 off the development agreement, including confirmation that the drainage from the development will not create a negative impact to surrounding properties	9/30/2025
29	Lift Station Plans	Provide as-built location and elevations of pump station components via survey	9/24/2025
31	Lift Station Plans	Provide PDF copy of manufacturers manual for control panel	9/30/2025
33	Lift Station Plans	Provide PDF copy of technical manuals for pumps	9/30/2025
35	Lift Station Plans	Investigate/test sewer force main to determine if issue within sewer force main was cause of failed functional test of 1.5 HP pumps.	9/30/2025
37	Lift Station Plans	Move construction materials outside of Phase 1 of the development.	9/23/2025
38	Lift Station Plans	Install boxes owned by franchise utilities, or remove site	9/23/2025
41	Final Plat	Developer to confirm that all street names are available and shall obtain approval from St. Tammany Parish 911.	9/30/2025
43	Final Plat	Final plat version shall be signed and sealed by Professional Landy Surveyor registered in Louisiana.	10/2/2025
44	Final Plat	Utility servitude shall be increased from 12' to 15' per subdivision regulations 2.601	10/2/2025
45	Final Plat	Provide certifications per subdivision regulation section 5.607	9/22/2025
46	Final Plat	Provide names and addresses of persons to whom notice of public hearing were sent in accordance with subdivision regulation section 5.606.11	9/22/2025



Revised Irrevocable Letter of Credit

Date of Issue: _____

Irrevocable Letter of Credit No. _____

Beneficiary:

Town of Abita Springs
72077 Live Oak Street
P.O. Box 461
Abita Springs, Louisiana 70420

Applicant:

Lonesome Development, LLC, T.R. Henning

Subdivision:

Abita Meadows Subdivision

Purpose:

Phase 1 Punch List Completion for Conditional Approval for Abita Meadows Subdivision

To the Town of Abita Springs:

We hereby establish this **Irrevocable Letter of Credit** in your favor for the account of **Lonesome Development, LLC** for the Abita Meadows Subdivision, in an amount not to exceed **Ninety-Four Thousand One Hundred Ninety-One and 36/100 Dollars (\$94,191.36)**. This Letter of Credit is provided to ensure the completion of the remaining public improvements listed on the Punch List dated **10/21/2025**, as required for conditional approval.

If the developer fails to satisfactorily complete the required improvements **within ninety (90) days** from the date of issuance of this Letter of Credit, the Town of Abita Springs may **draw upon this Letter of Credit in part or in full** to complete the improvements.

A draw shall be honored upon presentation of:

1. A written statement signed by the Mayor of the Town of Abita Springs stating that:
“The developer has failed to complete the required improvements for the Abita Meadows Subdivision as identified in the Punch List dated 10/21/2025, and funds are required to complete the work in accordance with Town standards.”
2. This original Letter of Credit.

This Letter of Credit shall remain in full force and effect **for one (1) year from the Date of Issue**, unless released sooner in writing by the Town of Abita Springs upon completion of the improvements.

Partial draws are permitted. This credit is **irrevocable**, and no amendment or cancellation may occur without the **written consent** of the Town of Abita Springs.

All drafts under this credit must be marked:

“Drawn under Irrevocable Letter of Credit No. _____ issued by Resource Bank, dated _____.”

We hereby engage with you that such drafts will be honored when presented in accordance with the terms of this Letter of Credit.

Bank Representative Signature

Name: _____

Title: _____

Bank Name: _____

Address: _____

Phone: _____

Email: _____