



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Bob Fisher**

**Councilmembers Beth A. Billings, Holly Fonseca,  
La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs,  
Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier**

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

**Monday, August 1, 2022**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

### CALL TO ORDER

### PRAYER / PLEDGE

*Pastor John Ponder  
Life Church Assembly of God, Boutte*

### APPROVAL OF MINUTES

*Regular Meeting – July 18, 2022*

### SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1     [2022-0207](#)     Proclamation: "Vehicular Heatstroke Awareness Month"

**Sponsors:**     Ms. Clulee

**Attachments:**     [2022-0207 Vehicular Heatstroke.pdf](#)

**Legislative History**

7/18/22     Parish Council     Deferred  
Chairman Fisher requested that File No. 2022-0207 be deferred to the August 1, 2022 council meeting.

- 2     [2022-0219](#)     In Recognition: Michael K. Love, Special Olympics 2022 USA Games

**Sponsors:**     Ms. Clulee

**Attachments:**     [2022-0219 Michael k. love.pdf](#)

- 3     [2022-0220](#)     In Recognition: Oneil J. Legendre, IV, Special Olympics 2022 USA Games

**Sponsors:**     Ms. Clulee

**Attachments:**     [2022-0220 Oneil Legendre .pdf](#)

- 4     [2022-0218](#)     In Recognition: Coach Mollie Picou, Special Olympics 2022 USA Games
- Sponsors:     Ms. Clulee
- Attachments:     [2022-0218 Mollie Picou.pdf](#)
- 5     [2022-0217](#)     In Recognition: Coach Kenny Guedry, Special Olympics 2022 USA Games
- Sponsors:     Ms. Clulee
- Attachments:     [2022-0217 Kenny Guedry.pdf](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- [2022-0214](#)     The Arc of St. Charles
- [2022-0215](#)     Department of Waterworks
- [2022-0216](#)     Parish President Remarks/Report
- Sponsors:     Mr. Jewell

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, August 15, 2022, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 6     [2022-0209](#)     A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan, Louisiana.
- Sponsors:     Mr. Jewell and Department of Economic Development and Tourism
- Attachments:     [2022-0209 ITE Notice of Board Approval Letter - Parish](#)
- [2022-0209 Exhibit A - Bunge North America Inc 20220178 - signed](#)
- [2022-0209 Bunge North America 20220178-ITE Application](#)
- Legislative History
- |         |                  |                                                            |
|---------|------------------|------------------------------------------------------------|
| 7/18/22 | Parish President | Introduced.                                                |
| 7/18/22 | Parish Council   | Publish/Scheduled for Public Hearing to the Parish Council |

- 7      [2022-0224](#)      An ordinance approving and authorizing the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00.

**Sponsors:**      Mr. Jewell and Department of Waterworks

**Attachments:**      [2022-0224 Professional Services Agreement-Raw Water Intake](#)

## PLANNING & ZONING PETITIONS SCHEDULED FOR PUBLIC HEARING

- 33      [2022-0210](#)      An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

**Sponsors:**      Mr. Jewell and Department of Planning & Zoning

**Attachments:**      [2022-0210 RECOMMENDATIONS AT A GLANCE.pdf](#)

[2022-0210 Minutes.pdf](#)

[2022-0210 LUR 2022-10-R.pdf](#)

[2022-0210 Survey-Resolution 2000.pdf](#)

[2022-0210 Kenner AERIAL.pdf](#)

[2022-0210 ZONING.pdf](#)

[2022-0210 FLUM.pdf](#)

[2022-0210 Application.pdf](#)

### **Legislative History**

6/6/22	Department of Planning & Zoning	Received/Assigned PH
7/7/22	Department of Planning & Zoning	Recommended Denial to the Planning Commission
7/7/22	Planning Commission	Recommended Denial to the Parish Council
7/18/22	Parish President	Introduced
7/18/22	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 47     [2022-0211](#)     An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.

**Sponsors:**     Mr. Jewell and Department of Planning & Zoning

**Attachments:**     [2022-0211 RECOMMENDATIONS AT A GLANCE.pdf](#)

[2022-0211 Minutes.pdf](#)

[2022-0211 LUR 2022-9-R.pdf](#)

[2022-0211 Subdivision Map.pdf](#)

[2022-0211 AERIAL.pdf](#)

[2022-0211 ZONING.pdf](#)

[2022-0211 FLUM.pdf](#)

[2022-0211 Application.pdf](#)

**Legislative History**

6/1/22	Department of Planning & Zoning	Received/Assigned PH
7/7/22	Department of Planning & Zoning	Recommended Denial to the Planning Commission
7/7/22	Planning Commission	Recommended Denial to the Parish Council
7/18/22	Parish President	Introduced
7/18/22	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

**ORDINANCES SCHEDULED FOR PUBLIC HEARING  
(INTRODUCED AT PREVIOUS MEETING)**

- 59     [2022-0212](#)     An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Residential Mitigation Program in the amount of \$7,250.00 per structure mitigated.

**Sponsors:**     Mr. Jewell and Grants Office

**Attachments:**     [2022-0212 Exhibit A Part I - St. Charles Administrative Services Contract.pdf](#)

[2022-0212 Exhibit A Part II - Compliance Provisions for Federally Assisted Prof](#)

[2022-0212 Exhibit B Authority to Execute.pdf](#)

[2022-0212 Exhibit C Non Collusive and Non Solicitation.pdf](#)

[2022-0212 Certificate of Authority - BBEC](#)

**Legislative History**

7/18/22	Parish President	Introduced
7/18/22	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council



**RESOLUTIONS**

- 88     [2022-0213](#)     A resolution in support of the Planning and Zoning Commission's approval of 2022-10-SPU for an accessory dwelling unit in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Subdivision, 226 St. Anthony Street, Luling as requested by Elizabeth Tranchant.

**Sponsors:**     Mr. Jewell and Department of Planning & Zoning

**Attachments:**     [2022-0213 Tranchant RECOMMENDATIONS AT A GLANCE](#)  
[2022-0213 Tranchant Minutes](#)  
[2022-0213 Tranchant LUR 2022-10-SPU](#)  
[2022-0213 UPDATED 226 St. Anthony St. ADU measurements Tranchant](#)  
[2022-0213 Tranchant AERIAL](#)  
[2022-0213 Tranchant ZONING](#)  
[2022-0213 Tranchant FLUM](#)

**Legislative History**

5/11/22	Department of Planning & Zoning	Received/Assigned PH
7/7/22	Department of Planning & Zoning	Recommended Approval to the Planning Commission
7/7/22	Planning Commission	Recommended Approval to the Parish Council

- 100     [2022-0221](#)     A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, b. Width as requested by Louis J. Brady and Mary A. Brady Whipple.

**Sponsors:**     Mr. Jewell and Department of Planning & Zoning

**Attachments:**     [2022-0221 Brady RECOMMENDATIONS AT A GLANCE](#)  
[2022-0221 Brady Minutes](#)  
[2022-0221 Brady LUR 2022-16-MIN](#)  
[2022-0221 Brady Approved Commission Plat](#)  
[2022-0221 Brady Waiver Request](#)  
[2022-0221 Brady AERIAL](#)  
[2022-0221 Brady ZONING](#)  
[2022-0221 Brady FLUM](#)

**Legislative History**

5/3/22	Department of Planning & Zoning	Received/Assigned PH
7/7/22	Department of Planning & Zoning	Recommended Approval to the Planning Commission
7/7/22	Planning Commission	Recommended Approval to the Parish Council

- 112**   [2022-0222](#)      A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sue Cutrer Miller et al (Vitus Properties, LLC) and Marie M. DiGiovanni, LLC #2.

**Sponsors:**                      Mr. Jewell and Department of Planning & Zoning

**Attachments:**                      [2022-0222 Cutrer RECOMMENDATIONS AT A GLANCE](#)

[2022-0222 Cutrer Minutes](#)

[2022-0222 Cutrer LUR 2022-8-MIN](#)

[2022-0222 Cutrer Survey Fully Revised Version](#)

[2022-0222 Cutrer Waiver Request](#)

[2022-0222 Cutrer AERIAL](#)

[2022-0222 Cutrer ZONING](#)

[2022-0222 Cutrer FLUM](#)

**Legislative History**

6/9/22	Department of Planning & Zoning	Received/Assigned PH
7/7/22	Department of Planning & Zoning Approval with waiver.	Rcmnd'd Approval w/Stip. to the Planning Commission
7/7/22	Planning Commission  Approval with waiver.	Rcmnd'd Approval w/Stip. to the Parish Council

- 123**   [2022-0223](#)      A resolution approving a waiver to reduce the five hundred foot (500') distance requirement to not less than three hundred feet (300') from protected buildings used exclusively as churches and allow issuing of a Class A-"R" alcohol license for Legacy Venue located at 737 Paul Maillard Road, Suite A, Luling as requested by Andrell Lockett.

**Sponsors:**                      Mr. Jewell and Department of Planning & Zoning

**Attachments:**                      [2022-0223 Legacy Council Packet](#)

## APPOINTMENTS

- 131 [2022-0179](#) A resolution to appoint a member to the St. Charles Parish Civil Service Board.

*Council Chairman will accept nominations to the Civil Service Board to fill the vacancy created by the expiration of the term of Mr. Ralph Wilderson. Three (3) year term to begin August 1, 2022 and expire August 1, 2025. [Deferred from the July 18, 2022 Parish Council Meeting]*

### Legislative History

7/22/19	Parish Council	Enacted Legislation
	Mr. Ralph Wilderson appointed to the St. Charles Parish Civil Service Board on July 22, 2019 per Resolution No. 6423	
	Term: August 1, 2019 - August 1, 2022	
6/20/22	Parish Council	Vacancy Announced
7/5/22	Parish Council	Deferred
	Chairman Fisher requested that File No. 2022-0179 be deferred.	
7/18/22	Parish Council	Deferred
	Chairman Fisher requested that File No. 2022-0179 be deferred to the August 1, 2022 council meeting.	

Council Discussion

## MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

### MEETINGS

*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 8/3/22, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie*

*PLANNING & ZONING COMMISSION: Thursday, 8/4/22, 6PM, Council Chambers*

*COMMUNICATIONS DISTRICT (911): Monday, 8/8/22, 5PM, Council Chambers*

*CIVIL SERVICE BOARD: Tuesday, 8/9/22, 6:30PM, Council Chambers*

*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 8/10/22, 5PM, Council Chambers*

*CONTRACT/FINANCE & ADMINISTRATIVE COMMITTEE: Monday, 8/15/22, 5PM, Council Chambers, \*\*Discussion regarding Industrial Tax Exemption Application for Bunge North America, Inc.*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 8/15/22, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher*

*ST. CHARLES PARISH COUNCIL: Monday, 8/15/22, 6PM, Council Chambers*

### Accommodations for Disabled

**St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.**



# St. Charles Parish

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[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0207    **Version:** 1    **Name:** Proclamation: "Vehicular Heatstroke Awareness Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 7/18/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "Vehicular Heatstroke Awareness Month"  
**Sponsors:** Mary K. Clulee  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0207 Vehicular Heatstroke.pdf](#)

Date	Ver.	Action By	Action	Result
7/18/2022	1	Parish Council	Deferred	

## PROCLAMATION

- WHEREAS,** according to the National Safety Council and the National Highway Traffic Safety Administration, in 2021, 23 children died of vehicular heatstroke while being left in hot vehicles, and so far in 2022, there have been nine vehicular heatstroke deaths. According to the People for the Ethical Treatment of Animals, in 2021, 59 pets died of vehicular heatstroke while being left in hot vehicles, and so far in 2022, there have been 25 heatstroke deaths; and,
- WHEREAS,** it is hard to overstate the toll this takes on families, but together we can help put an end to this tragedy by taking some important steps; and,
- WHEREAS,** "Don't Leave Me Behind" is a vehicular heatstroke prevention partnership between United Way of St. Charles Success by 6, St. Charles Women's Club, St. Charles Parish Sheriff's Office, St. Charles Parish Public Schools, St. Charles Humane Society, St. Charles Fireman's Association, St. Charles Parish Library, St. Charles Community Health Center, German Coast Farmer's Market, Four Stars Childcare Facility, and St. Charles Parish Government. Information is available through contact with any of these agencies; and,
- WHEREAS,** the following strategies can save the life of a child or pet: keep car doors locked when parked to prevent a child from climbing in and becoming trapped, never leave a child or pet in a vehicle when running errands, make it a habit to check the front and back seat of your vehicle before locking the door and walking away, place your purse or briefcase in the back seat to remind you to look before you lock, invest in a car-child-safety mirror, write a brightly-colored sticky note to put on the dash board of your car to remind you of your child or pet in the vehicle; and,
- WHEREAS,** St. Charles Parish is committed to working closely with community advocates to help prevent kids and pets from being left in cars unattended. Our goal is to educate parents and caregivers about vehicular heatstroke in order to prevent tragedies when travelling with kids and pets, no matter how short or long the trip; and,
- WHEREAS,** St. Charles Parish encourages all parents, family members, and caregivers, to work together with the agencies promoting the "Don't Leave Me Behind" prevention and awareness program, and to relay the information obtained to friends and coworkers through social media.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM AUGUST 2022 AS**

### **"VEHICULAR HEATSTROKE AWARENESS MONTH"**

**IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO HELP PREVENT THE TRAGIC LOSS OF LIFE, OF KIDS AND PETS BEING LEFT IN UNATTENDED CARS.**



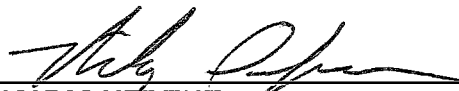
**MATTHEW JEWELL**  
PARISH PRESIDENT



**DICK GIBBS**  
COUNCILMAN, DISTRICT III



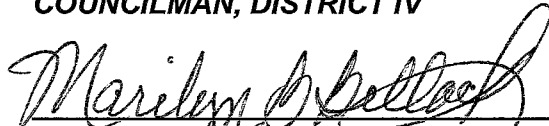
**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



**HOLLY FONSECA**  
COUNCILWOMAN AT LARGE, DIV. B



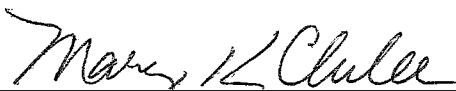
**MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V



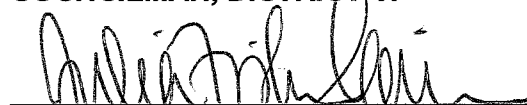
**LA SANDRA DARENSBOURG GORDON**  
COUNCILWOMAN, DISTRICT I



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



**MARY K. CLULEE**  
COUNCILWOMAN, DISTRICT II



**JULIA FISHER-CORMIER**  
COUNCILWOMAN, DISTRICT VII



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## Legislation Details

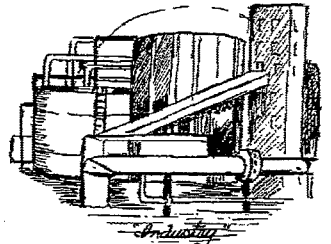
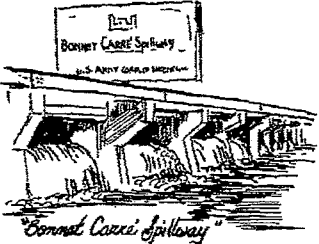
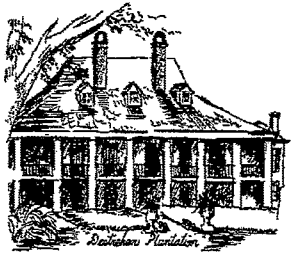
**File #:** 2022-0219    **Version:** 1    **Name:** In Recognition: Michael K. Love, Special Olympics 2022 USA Games  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 8/1/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:** Yes  
**Title:** In Recognition: Michael K. Love, Special Olympics 2022 USA Games  
**Sponsors:** Mary K. Clulee  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0219 Michael k. love.pdf](#)

Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

August 1, 2022

The St. Charles Parish Council  
and the Parish President  
do Hereby Recognize



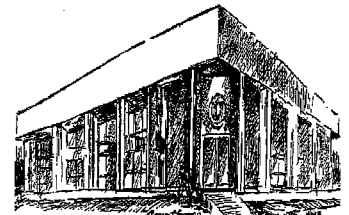
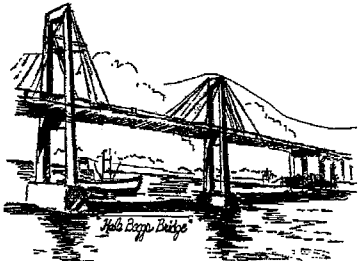
## MICHAEL K. LOVE

Team Louisiana

Silver Medal - 4x50 Yard Freestyle Relay

Bronze Medal - 50 Yard Butterfly

Fourth Place - 100 Yard Freestyle



Special Olympics  
2022 USA Games  
Orlando, Florida  
June 6-10, 2022

"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
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Mighty Mississippi River.

*Matthew Jewell*

MATTHEW JEWELL  
PARISH PRESIDENT

*Beth A. Billings*

BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A

*Holly Fonseca*

HOLLY FONSECA  
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DICK GIBBS  
COUNCILMAN, DISTRICT III

*Nicky Dufrene*

NICKY DUFRENE  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*

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COUNCILWOMAN, DISTRICT V

*Bob Fisher*

BOB FISHER  
COUNCILMAN, DISTRICT VI

*Julia Fisher-Cormier*

JULIA FISHER-CORMIER  
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## Legislation Details

**File #:** 2022-0220    **Version:** 1    **Name:** In Recognition: Oneil J. Legendre, IV, Special Olympics 2022 USA Games

**Type:** Proclamation    **Status:** Special Business

**File created:** 8/1/2022    **In control:** Parish Council

**On agenda:** 8/1/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Oneil J. Legendre, IV, Special Olympics 2022 USA Games

**Sponsors:** Mary K. Clulee

**Indexes:**

**Code sections:**

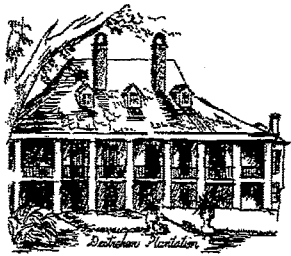
**Attachments:** [2022-0220 Oneil Legendre .pdf](#)

Date	Ver.	Action By	Action	Result
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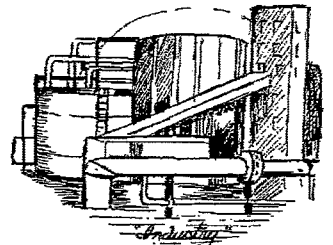
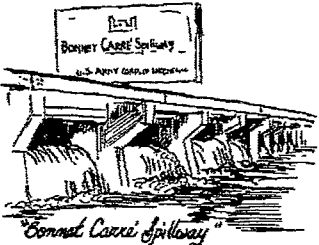


# The Parish of St. Charles

August 1, 2022



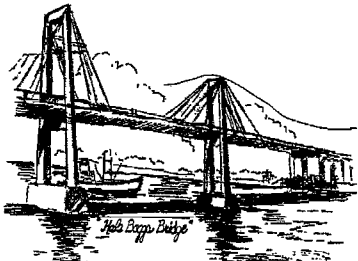
*The St. Charles Parish Council  
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do Hereby Recognize*



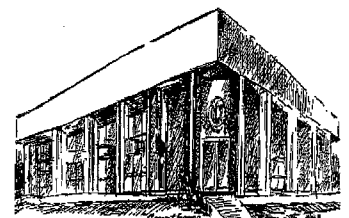
**ONEIL J. LEGENDRE, IV**

*Team Louisiana*

*Fourth Place - 5x5 Unified Basketball*



*Special Olympics  
2022 USA Games  
Orlando, Florida  
June 6-10, 2022*



*"PARISH OF PLENTY"  
created in 1807 from the county of the  
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*Matthew Jewell*

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PARISH PRESIDENT

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COUNCILWOMAN AT LARGE, DIV. A

*Holly Fonseca*

HOLLY FONSECA  
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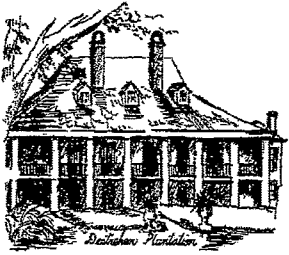
## Legislation Details

**File #:** 2022-0218    **Version:** 1    **Name:** In Recognition: Coach Mollie Picou, Special Olympics 2022 USA Games  
**Type:** Proclamation    **Status:** Special Business  
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**Sponsors:** Mary K. Clulee  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0218 Mollie Picou.pdf](#)

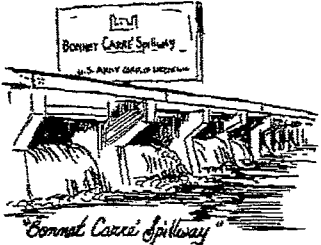
Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

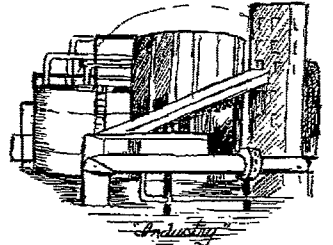
August 1, 2022



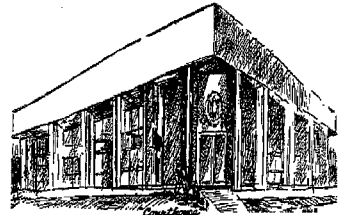
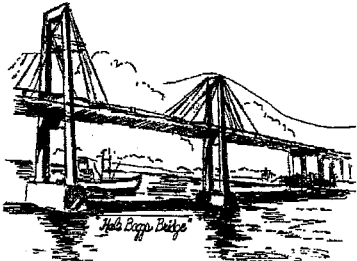
The St. Charles Parish Council  
and the Parish President  
do Hereby Recognize



## MOLLIE PICOV



Team Louisiana Bowling Coach  
Special Olympics  
2022 USA Games  
Orlando, Florida  
June 6-10, 2022  
and  
Dedication of 20 Years with  
Special Olympics



"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi River.

*Matthew Jewell*

MATTHEW JEWELL  
PARISH PRESIDENT

*Beth A. Billings*

BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A

*Holly Fonseca*

HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

*La Sandra Darenbourg Gordon*

LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I

*Mary K. Clulee*

MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

*Dick Gibbs*

DICK GIBBS  
COUNCILMAN, DISTRICT III

*Nicky DuRené*

NICKY DUERENE  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*

MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*Bob Fisher*

BOB FISHER  
COUNCILMAN, DISTRICT VI

*Julia Fisher-Cormier*

JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0217    **Version:** 1    **Name:** In Recognition: Coach Kenny Guedry, Special Olympics 2022 USA Games  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 8/1/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:** Yes  
**Title:** In Recognition: Coach Kenny Guedry, Special Olympics 2022 USA Games  
**Sponsors:** Mary K. Clulee  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0217 Kenny Guedry.pdf](#)

Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

August 1, 2022

## IN RECOGNITION

**WHEREAS, Coach Kenny Guedry** is a native and lifelong resident of St. Charles Parish, residing in New Sarpy, Louisiana, with his wife of 38 years, Carol Waguespack. They are the proud parents of two children, Brittany Hufft and Jeremy Guedry, and proud grandparents of five grandchildren; and,

**WHEREAS, Coach Kenny** began volunteering with children and adults with intellectual disabilities in 2008 with the St. Charles Parish Challenger Baseball program and has been a volunteer coach with the Special Olympics since 2009; and,

**WHEREAS,** involvement in Special Olympics goes well beyond the ball fields and playing courts; the sense of accomplishment, fellowship, and sportsmanship empowers Special Olympic athletes to become more effective and productive family members, employees, and community members. **Coach Kenny** understands and embraces the impact that Special Olympics has on the athletes and all the coaches and volunteers; and,

**WHEREAS, Coach Kenny** was the Louisiana Swim Coach for the Special Olympics 2022 USA Games in Orlando, Florida, June 6-10, 2022 and out of more than 300 athletes, eight of his swimmers placed seventh or higher, and his team took home three gold medals, four silver medals, and four bronze medals; and,

**WHEREAS,** Parks and Recreation Director, Duane Foret, stated, "Kenny has given his knowledge and precious time as a Special Olympic Coach to give children and adults with intellectual disabilities the opportunity to learn and grow through sports related activities, and we are grateful for the impact Kenny continues to have not only on the athletes, but also the families of our Special Olympic participants in our community."; and,

**WHEREAS, Coach Kenny** has spent a great deal of time making a difference in the lives of these athletes. He trains and leads them on the local, state, and national level, allowing them to experience the joys of success and gives them the opportunity to reach their full potential.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby recognize

## COACH KENNY GUEDRY

*"PARISH OF PLENTY"  
created in 1807 from the country of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
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Mighty Mississippi River.*

*Matthew Jewell*  
MATTHEW JEWELL

PARISH PRESIDENT

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COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*  
MARILYN B. BELLOCK

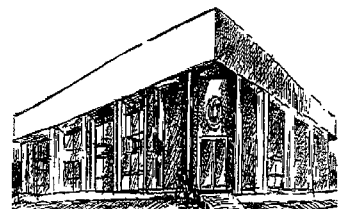
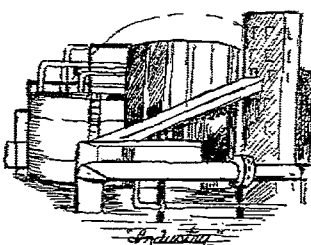
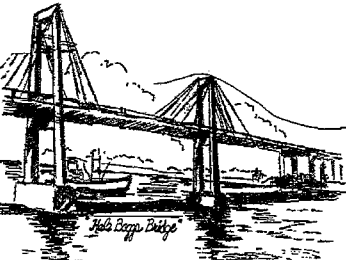
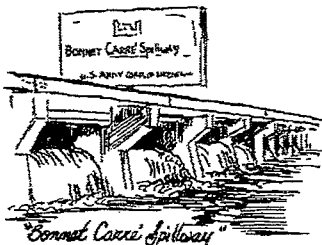
COUNCILWOMAN, DISTRICT V

*Bob Fisher*  
BOB FISHER

COUNCILMAN, DISTRICT VI

*Julia Fisher Cormier*  
JULIA FISHER CORMIER

COUNCILWOMAN, DISTRICT VII





# St. Charles Parish

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Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0214    **Version:** 1    **Name:** The Arc of St. Charles  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 8/1/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** The Arc of St. Charles  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# St. Charles Parish

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## Legislation Details

**File #:** 2022-0215    **Version:** 1    **Name:** Department of Waterworks  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 8/1/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Department of Waterworks  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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## Legislation Details

**File #:** 2022-0216    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 8/1/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:** Yes  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# St. Charles Parish

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## Legislation Details

<b>File #:</b>	2022-0209	<b>Version:</b>	1	<b>Name:</b>	Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan
<b>Type:</b>	Resolution	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	7/18/2022	<b>In control:</b>			Parish Council
<b>On agenda:</b>	8/1/2022	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan, Louisiana.				
<b>Sponsors:</b>	Matthew Jewell, Department of Economic Development and Tourism				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2022-0209 ITE Notice of Board Approval Letter - Parish</a> <a href="#">2022-0209 Exhibit A - Bunge North America Inc 20220178 - signed</a> <a href="#">2022-0209 Bunge North America 20220178-ITE Application</a>				

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced.	
7/18/2022	1	Parish Council	Publish/Scheduled for Public Hearing	
7/18/2022	1	Parish President	Introduced.	

June 23, 2022

Parish President Matthew Jewell  
Attn: Mike Palamone, CAO  
St. Charles Parish Government  
P.O. Box 302  
Hahnville, LA 70057

RE: Bunge North America, Inc.  
Board of Commerce and Industry Approval Notice ("Notice")  
Tax Exemption Application #20220178-ITE - \$775,000,000.00

Dear Parish President Jewell:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Bunge North America, Inc., attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, June 22, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng  
Program Administrator  
Industrial Tax Exemption Program  
(225) 342-2083  
Kristin.Cheng@la.gov

c: Assessor, St. Charles Parish

## Embedded Secure Document

The file <https://stcharles.legistar.com/View.ashx?M=F&ID=11063846&GUID=6420B77B-8DAB-4013-8CFC-3901D2C107D3> is a secure document that has been embedded in this document. Double click the pushpin to view.



# Industrial Tax Exemption Program Application - (Post Executive Order 2018)

\*\* Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. \*\*

**Project ID:** 20220178-ITE

**Date Received:** 5/6/2022

## PROJECT INFORMATION

**Company:** Bunge North America, Inc.  
**Project Name:** Additions at Bunge Facility  
**Project Location:** 12442 River Rd. , Destrehan, LA, 70047  
**Parish:** St. Charles  
**City Limits?:** --

## COMPANY INFORMATION

**Product Manufactured:** Refined/Bleached/Deodorized Vegetable Oil Loose and pelletized meal  
**Manufacturing Process/Activities:** The proposed new oilseed processing facility will receive raw seeds from barges at its river facility. The seeds are then weighed and sampled as part of the process of converting them to crude vegetable oil, meal, and hull pellets. The facility cleans, de-hulls, and flakes the seeds to extract crude vegetable oil and then toasts, dries, grinds and sizes meal and pelletizes the hulls. The proposed vegetable oil refinery would receive crude vegetable oil from the new Oilseed Processing Facility as well as the existing oilseed processing facility. The crude vegetable oil would undergo multiple processing steps to result in the following products: refined/bleached/deodorized (RBD) oil, gums, and distillates. The facility degums the crude using high shear mixing and centrifuge separators; bleaches by mixing the crude oil with adsorbents and filtering; and deodorizes through high vacuum steam stripping distillation. The refined/bleached/deodorized oil will be destined for food or renewable fuels while the co-products created would be sold into their respective markets. The proposed barge unloader will supplement the current unloading capacity to support additional capacity needed onsite driven by the proposed Oilseed Processing Facility. The grains to be unloaded would arrive by barge from upriver to be offloaded using a continuous bucket unloader. The grains would then be weighed and scaled on their way to the Oilseed Processing Facility.

## GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No  
If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

## PROJECT DETAILS

**NAICS:** 333241  
**Project Type:** Addition  
**Project Start Date (beginning of construction and/or installation):** 1/1/2023  
**Project End Date (ending of construction and/or installation):** 12/31/2025  
**Anticipated date for the commencement of operations of this project:** 12/31/2025  
**Project Description:**

Bunge North America, Inc. (BNA) is looking to add a new oil processing facility that will produce meal and vegetable oil products. In addition to the new processing facility, BNA may add a new vegetable oil refinery that is capable of producing refined vegetable oils. BNA is also considering the addition of a new barge unloading facility. This barge unloader will increase BNA's current unloading capacity, capacity needed to supply raw materials to the new on-site processing and refining facilities. The investment for this project will cover the construction of a preparation building, extraction building, boilers building, barge loadout building, oil refining facility, fire pump house, a machinery, spare parts & equipment storage building for maintenance, processing facility and central control building. The primary equipment purchases will include boilers, a grinder, dryer/toaster, conveyors, storage silos, concrete hoppers, filtration system, tractor automation equipment and refining tanks.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☒ Yes ☐ No

**Calendar Years:** 2025,2024,2023

## ESTIMATED INVESTMENTS

<b>Building &amp; Materials:</b>	\$72,500,000.00
<b>Machinery &amp; Equipment:</b>	\$275,000,000.00
<b>Labor &amp; Engineering:</b>	\$427,500,000.00
<b>Estimated Total Investment Amount:</b>	\$775,000,000.00
<b>Less: Restricted Amount:</b>	\$0.00
<b>Total Estimated Investments:</b>	\$775,000,000.00

## ESTIMATED JOBS

<b>Existing Jobs at Project Site:</b>	145
<b>Existing Jobs Statewide:</b>	0
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>New Direct Jobs:</b>	30
<b>Contract Jobs:</b>	
<b>Will new jobs be created in phases?</b>	All jobs are expected to be created by the end of calendar year 2026.
<b>Explain:</b>	
<b>Construction Jobs:</b>	150
<b>Total Estimated Jobs:</b>	325
<b>New Jobs for this phase:</b>	0
If no new jobs are being created with this project, will existing jobs be retained?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>If yes, provide a compelling reason(s) for retention:</b>	

## ESTIMATED PAYROLL

<b>Existing Jobs Payroll:</b>	\$14,668,526.00
<b>Existing Jobs Statewide Payroll:</b>	\$0.00
<b>New Direcy Jobs Payroll:</b>	\$2,400,000.00
<b>Contract Jobs Payroll:</b>	\$0.00
<b>Construction Jobs Payroll:</b>	\$6,000,000.00
<b>Total Estimated Payroll:</b>	\$23,068,526.00
<b>New payroll for current phase:</b>	\$0.00

## PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1176

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

**Note:** [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

**Total Property Taxes paid (most recent year for this site):** 1287918.00

## BUSINESS LEGAL STRUCTURE

Is this company an LLC? ☐ Yes ☒ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

### LLC Members

Legal Name

## ESTIMATED BENEFIT

<b>Investment Amount:</b>	\$775,000,000.00
<b>x Assessment Percentage:</b>	0.15
<b>x Millage Rate:</b>	0.1176
<b>=Annual Exemption</b>	\$13,669,837.50
<b>Annual Exemption * 5 years at 80%</b>	\$54,679,350.00
<b>+ Annual Exemption * 5 years at 80%</b>	\$54,679,350.00
<b>=Estimated Ten Year Property Tax Exemption</b>	\$109,358,700.00

## FEE CALCULATION

<b>Estimated Ten Year Property Tax Exemption :</b>	\$109,358,700.00
<b>x Rate</b>	0.005
<b>= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)</b>	\$15,000.00
<b>Amount Paid:</b>	\$15,000.00
<b>Amount Due:</b>	\$0.00

## ATTACHMENTS

Document Type	Document Name	Date
Notarized Affidavit	Bunge ITEP Contract Affidavit-Signed.pdf	5/5/2022
Proof of Millage	Bunge ITEP Proof of Millage.pdf	5/5/2022
Baseline Calculation Worksheet	ITEP Baseline employment Worksheet-Signed.pdf	5/5/2022
Breakdown of Purchases	20220178-ITE Appl BOP.pdf	5/6/2022
Other	Bunge BL Calc Note 20220178-ITE.pdf	5/6/2022

## PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$15,000.00	5/6/2022	OPXVMSHBXJ	ach

## PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Peter	Belcastro	peter.belcastro@bunge.com	Bunge North America, Inc.	1391 Timberlake Manor Parkway , Chesterfield, MO, 63017	(314) 292- 2577	Business Signatory

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Jimmy	Leonard	led@advantous.com	Advantous Consulting, L.L.C.	440 N 3rd St Suite 900, Baton Rouge, LA, 70802	(225) 769-1818	Consultant
Jason	Spitzmiller	jason.spitzmiller@bunge.com	Bunge North America, Inc.	1391 Timberlake Manor Parkway , Chesterfield, MO, 63017	(636) 292-2767	Business
Kurt	Ohlau	kurt.ohlau@bunge.com	Bunge North America, Inc.	1391 Timberlake Parkway , Chesterfield, MO, 63017	(314) 452-2403	Business
Ben	Hartlein	ben.hartlein@bunge.com	Bunge North America, Inc.	1391 Timberlake Parkway , Chesterfield, MO, 63017	(419) 701-9341	Business

## CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Assistant Controller

First Name: Peter

Last Name: Belcastro

Email Address: Peter.Belcastro@bunge.com

## CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

## FORM SIGNATURE

I, **Peter Belcastro**

, approve the above information.



Peter B. Clark



# St. Charles Parish

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## Legislation Details

<b>File #:</b>	2022-0224	<b>Version:</b>	1	<b>Name:</b>	Professional Services Agreement with Providence Engineering and Environmental Group, LLC, - Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112)
<b>Type:</b>	Ordinance	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	8/1/2022	<b>In control:</b>			Parish Council
<b>On agenda:</b>	8/1/2022	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance approving and authorizing the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00.				
<b>Sponsors:</b>	Matthew Jewell, Department of Waterworks				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2022-0224 Professional Services Agreement-Raw Water Intake</a>				

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112, as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Engineering Firm License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the Consultant to perform all necessary professional services in connection with the project as defined as follows:

RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT  
Project No. WWKS 112

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.

- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will

not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Consultant's standard payment terms are Net Thirty (30) days of receipt of the invoice. Owner shall make payment in the form of Check or ACH. If applicable, Owner's ACH Form shall be sent to [AccountsReceivable@providenceeng.com](mailto:AccountsReceivable@providenceeng.com) for processing. Check payments should be made payable to "Providence Engineering and Environmental Group LLC" and mailed to ATTN: Accounts Receivable, Providence Engineering and Environmental Group LLC, 1201 Main Street, Baton Rouge, LA 70802. Checks should reference the invoice number. Owner acknowledges that the rates listed on the Rate Schedule shall automatically be updated on an annual basis and are subject to change at any time due to economic conditions.
- 8.3 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's standard billing terms above.
- 8.4 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.5 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.6 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.7 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.8 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.9 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence.



The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 Consultant shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

#### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

#### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, Consultant hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

#### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

Consultant further agrees to comply with all federal and state laws, including those identified in Attachment "D".

#### **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_  
By: Matthew Jewell, Parish President

\_\_\_\_\_

\_\_\_\_\_  
Date:

WITNESSES:

PROVIDENCE ENGINEERING AND  
ENVIRONMENTAL GROUP LLC

\_\_\_\_\_

\_\_\_\_\_  
By: Aimee Killeen

\_\_\_\_\_

\_\_\_\_\_  
Date:

## ATTACHMENT "A"

### RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112

#### Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

**Topographic Surveying Services:** A topographic survey will be conducted as a part of the design phase to ascertain the location of all existing improvements and utilities and to measure the existing infrastructure of the raw water intake structure pile bents needing replacement. CONSULTANT shall use in-house personnel to provide surveying services for the project. Their scope of work will include establishing baselines and temporary benchmarks in the vicinity of the project, a topographic survey of existing manmade and natural features, and identifying all aboveground and identifiable subsurface utilities, including contacting Louisiana One Call. Providence will locate all apparent rights-of-way.

**Geotechnical Investigation Services:** A geotechnical investigation will be conducted as part of the design phase to verify the existing soil conditions and to determine if the remaining portion of the timber piles can withstand the load of the new steel extensions. CONSULTANT shall use a licensed Louisiana geotechnical firm, Adaptive Management and Engineering, LLC (AME) to provide these services for the project. Generally, AME's scope of services will consist of two undisturbed soil borings 100 feet in depth. AME will also be applying and acquiring all permits required for the borings to occur since the project site includes the USACE levee. A copy of AME's proposal and full scope are included as an attachment to CONSULTANT's proposal.

**Permitting:** Permits will be obtained as part of the design phase. Providence will, in coordination with St. Charles Waterworks, prepare a Joint Permit Application (JPA) for submittal to the Louisiana Department of Natural Resources (LDNR), Office of Coastal Management (OCM) and the U.S. Army Corps of Engineers (USACE) and will provide liaison assistance with the relevant agencies throughout the JPA's review process. These permits will be needed to complete any construction activities within the Coastal Zone and USACE rights-of-way.

**Design:** During this phase CONSULTANT will prepare and present to the OWNER multiple options for the repair/replacement of the deteriorated timber piles based on the geotechnical information provided by AME. These options will include an estimate for each option. Once an option is chosen CONSULTANT will prepare and develop 60% plans, specifications, cost opinion for review and comment by OWNER.

Following the acceptance of these submittals, CONSULTANT will proceed to a 100-percent submittal which will constitute the construction documents for the project.

Plans will be prepared on the 22" x 34" media. CONSULTANT will utilize their standard general conditions and construction agreement and associated documents for the preparation of

specifications (Contract Documents) unless another form is preferable to the OWNER. Technical specifications will be CONSULTANT's standard format as modified to meet local preferences and conditions.

**Bid Phase:** For this task CONSULTANT will assist OWNER in obtaining bids for the project in accordance with State Bid Law requirements. CONSULTANT will prepare contract documents, assist the OWNER in advertising for bids, conduct a prebid conference, issue addenda as necessary, attend the bid opening, and prepare a recommendation to award for the OWNER as part of this phase.

**Construction Administration:** Following the acceptance of bids CONSULTANT will provide construction-phase services for the construction of the project. Tasks undertaken during this phase including submittal reviews, evaluation of "or-equal proposals", responses to RFI's, review of payment applications, and development of change orders (if necessary). CONSULTANT will also be present on site for conflict resolutions (if necessary) and inspections for substantial completion and final inspection once all punch list items are complete.

**Resident Project Representative:** CONSULTANT will use an experienced Resident Inspector on staff that will be available to be onsite for the duration of construction should be Owner request this service. The inspector will provide detailed descriptions and photos of construction progress to OWNER per OWNER's delivery schedule. Resident Inspection Services will be performed per the CONSULTANT's "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative".

**Record Drawings:** CONSULTANT will prepare and provide record drawings to OWNER for the project as both a hard copy (22" x 34") and pdf on a usb drive.

## ATTACHMENT “B”

### RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112

#### Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Study Phase	60 Days
Final Design	45 Days

## ATTACHMENT “C”

### Raw Water Intake Structure Pile Bent Replacement Project No. WWKS 112

#### A/E FEES:

#### BASIC SERVICES:

Basic Service A/E Fees are established utilizing the State of Louisiana Facility Planning and Control (FP&C) 2022 Fee Formula/Curve, Attached as Attachment C-1. The estimate of probable construction cost is \$212,000. An interpolation of the FP&C Curve for the estimate of probable construction cost establishes a Basic Services Fee percentage of 9.53%. The Total Basic Services Fee is therefore,  $\$212,000 \times .0953 = \$20,211$ . The Basic Services Fee is a Lump Sum (LS) fee payable upon a percentage complete of each phase of the project through construction.

FP&C Curve Fee (100%)	-	\$20,211.00 (LS)
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The Basic Services Fee is proportioned as follows:

Preliminary Design Phase (0%)	-	\$0.00 (LS)
Design Phase (45%)	-	\$9,095.00 (LS)
Bidding Phase (5%)	-	\$4,042.00 (LS)
Construction Phase (20%)	-	\$7,074.00 (LS)

#### SUPPLEMENTAL SERVICES:

For performance of supplemental services, the Owner shall authorize and pay the CONSULTANT an hourly not-to-exceed fee, based on the hourly rates attached as Attachment C-2 and actual time worked and direct expenses incurred or if performed by subconsultant, equal to the actual amount invoiced time 1.10 up to the amount of the contract not-to-exceed.

Resident Project Representative*	-	\$8,000.00 (NTE)
Topographic Survey	-	\$5,544.00 (NTE)
Permitting	-	\$6,740.00 (NTE)
Record Drawings	-	\$1,338.00 (NTE)
Geotechnical Engineering	-	\$41,922.00 (NTE)
Reimbursable Expenses	-	\$3,045.00 (NTE)

\*Only as requested by OWNER per the written Scope of Work in Attachment “A”. Established RPR budget is based on a project representative being on site approximately two days a week for five weeks.

Additional Services as described in the agreement and requested by the OWNER in writing shall be based on the hourly rates and direct expenses attached as Attachment C-2.

## PROJECT ESTIMATE

**RAW WATER INTAKE PILE BENT REPLACEMENT  
ST. CHARLES PARISH WATERWORKS  
PROJECT NO. WWKS 112**

### **2022 FPC CURVE CALCULATIONS**

BCI	Year	CPI
1306	1975	53.8
6912	2021	271

AFC	Curve A		Curve B	
	Fee as a %	Fee	Fee as a %	Fee
\$10,000	13.39%	\$1,339.00	10.71%	\$1,071
\$50,000	11.04%	\$5,519.00	8.83%	\$4,415
\$100,000	10.26%	\$10,260.00	8.21%	\$8,208
\$200,000	9.59%	\$19,171.00	7.67%	\$15,337
\$500,000	8.82%	\$44,094.00	7.06%	\$35,275
\$750,000	8.52%	\$63,880.00	6.81%	\$51,104
\$1,000,000	8.32%	\$83,156.00	6.65%	\$66,525
\$1,500,000	8.05%	\$120,706.00	6.44%	\$96,565
\$2,000,000	7.87%	\$157,336.00	6.29%	\$125,869
\$3,500,000	7.54%	\$263,841.00	6.03%	\$211,073
\$5,000,000	7.34%	\$367,144.00	5.87%	\$293,715
\$7,500,000	7.13%	\$534,952.00	5.71%	\$427,962
\$10,000,000	6.99%	\$699,071.00	5.59%	\$559,257
\$20,000,000	6.67%	\$1,334,151.00	5.34%	\$1,067,321
\$50,000,000	6.29%	\$3,145,096.00	5.03%	\$2,516,077

Enter				
Construction \$				
Here	Curve A Fee %	Curve A Fee	Curve B Fee %	Curve B Fee
\$212,007	9.53%	\$20,210.00	7.63%	\$16,168





**PROVIDENCE**

**PROVIDENCE**  
**PROFESSIONAL SERVICES**  
**2022 RATE SCHEDULE**

*Unless specified under a separate contract, Providence Engineering and Environmental Group LLC will invoice for services in accordance with this hourly rate schedule which is updated annually.*

	<b>RATE CLASSIFICATION</b>	<b>RATE</b>
<b>ARCHITECTURE-ENGINEERING</b>		
N10	Engineering Technician	\$83
N11	Engineering Technician I	\$93
N12	Engineering Technician II	\$108
N13	Engineering Technician III	\$124
N14	Engineering Technician IV	\$136
N15	Engineering Technician V / Project Manager	\$150
N16	Sr Engineering Technician / Project Director	\$177
N18	Architect I	\$99
N19	Architect II	\$134
N20	Architect III	\$175
N31	Engineer I	\$107
N32	Engineer II	\$124
N33	Engineer III	\$139
N34	Engineer IV	\$151
N35	Engineer V	\$166
N36	Engineer VI/ Project Manager	\$193
N37	Engineer VII/Engineering Manager	\$204
N38	Engineer VIII/ Principal	\$225
<b>ENVIRONMENTAL</b>		
E01	Field Technician	\$69
E02	Environmental Technician	\$92
E03	Senior Environmental Technician	\$107
E04	Field Environmental Specialist	\$117
E05	Biologist I	\$103
E06	Biologist II	\$122
E07	Biologist III	\$134
E08	Biologist IV	\$149
E11	Environmental Specialist I	\$125
E12	Environmental Specialist II	\$139
E13	Environmental Specialist III	\$155
E14	Environmental Specialist IV	\$165
E15	Environmental Specialist V	\$171
E20	Sr Environmental Specialist	\$183
E21	Senior Project Manager	\$191
E22	Deputy Director	\$196
E23	Director	\$211
E24	Managing Director	\$227
E30	Principal	\$241
E40	Expert Witness	\$375

	<b>RATE CLASSIFICATION</b>	<b>RATE</b>
<b>AIR QUALITY</b>		
B01	Air Quality Technician I	\$90
B02	Air Quality Tech II, Air Quality Intern	\$102
B03	Senior Air Quality Technician	\$112
B04	Manager- Air Quality Monitoring	\$134
B07	CEMS Technician	\$118
B08	CEMS Specialist	\$149
B05	Air Quality Specialist I	\$124
B06	Air Quality Specialist II	\$134
B11	Air Quality Specialist III	\$146
B12	Air Quality Specialist IV	\$158
B13	Air Quality Specialist V	\$171
B14	Senior Air Quality Specialist	\$180
B15	Manager – Air Quality I	\$198
B16	Manager – Air Quality II	\$209
B20	Senior Manager – Air Quality I	\$219
B21	Senior Manager – Air Quality II	\$231
B28	Senior Managing Engineer	\$252
B29	Director – Air Quality	\$265
B30	Principal	\$275
E40	Expert Witness	\$375
<b>SOFTWARE, TECHNOLOGY AND RESEARCH</b>		
D10	Drone Pilot	\$155
S09	Help Desk Support	\$97
S10	GUI Design Specialist	\$103
S11	Senior GUI Design Specialist	\$110
S21	Software Developer I	\$136
S22	Software Developer II	\$149
S23	Software Developer III	\$159
S24	Senior Software Developer	\$182
S25	Software Architect	\$195
S31	Database Designer I	\$141
S32	Database Designer II	\$155
S33	Database Designer III	\$178
S34	Senior Database Designer	\$194
S52	Chief Software Architect	\$207
S59	Director	\$248
S60	Principal	\$261
S61	Managing Partner	\$289
<b>SURVEYING</b>		
L00	Rodman/Chainman/Instrument man	\$62
L01	Survey Technician I	\$69
L02	Survey Technician II	\$80



**PROVIDENCE**  
**PROFESSIONAL SERVICES**  
**2022 RATE SCHEDULE**

	<b>RATE CLASSIFICATION</b>	<b>RATE</b>
L03	Instrumentman	\$65
L10	Party Chief	\$99
L11	Surveyor in Training	\$97
L12	Right-of-Way/Permit Agent	\$117
L20	Registered Land Surveyor	\$148
L30	Senior Registered Land Surveyor	\$181
<b>GIS/MAPPING/CAD</b>		
M01	Draftsman/CAD Operator I	\$66
M02	Draftsman/CAD Operator II	\$74
M03	Draftsman/CAD Operator III	\$84
M04	Draftsman/CAD Operator IV	\$92
M06	Senior Draftsman	\$101
M07	AutoCAD Designer	\$109
M08	Senior AutoCAD Designer	\$119
M11	GIS Specialist I	\$117
M12	GIS Specialist II	\$125
M13	GIS Specialist III	\$139
M14	Senior GIS Specialist	\$143
M20	Civil Designer I	\$115
M21	Civil Designer II	\$131
M22	Civil Designer III	\$142
M23	Civil Designer IV	\$155
M24	Civil Designer V	\$169
<b>CONSTRUCTION MANAGEMENT/OVERSIGHT</b>		
C01	Project Representative I	\$62
C02	Project Representative II	\$74
C03	Project Representative III	\$87
C04	Project Representative IV/Inspector	\$99
C05	Project Representative V/Certified Inspector	\$112
C10	Senior Project Rep./Senior Certified Inspect.	\$134
<b>CLERICAL/ADMINISTRATIVE</b>		
A01	Clerical I	\$48
A02	Clerical II	\$68
A11	Administrative Assistant I	\$72
A12	Administrative Assistant II	\$81
A13	Administrative Assistant III	\$88
A20	Computer Analyst	\$107
A21	Accountant	\$112
A22	Accounting Manager	\$140
A23	Executive Assistant	\$85
A40	Quality Control Officer	\$180



**PROVIDENCE**  
**PROFESSIONAL SERVICES**  
**2022 RATE SCHEDULE**

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**EXPENSE CHARGES**

Computer Modeling .....	Project Specific as Quoted
Geographic Information System (GIS) .....	Project Specific as Quoted
Computer Data Management .....	Project Specific as Quoted
Copies/Binding/Document Production .....	Price List Available upon Request
Surveying & Sampling Equipment/Equipment Rental/Field Supplies .....	Price List Available upon Request
Items Not Listed/Special Request Items .....	Cost Plus 10%
Lodging, Flights, and Travel Expenses .....	Cost Plus 10%

**SUBCONTRACTOR CHARGES**..... Cost Plus 10%

**CREDIT CARD PAYMENT SURCHARGE**..... 3.5%

*Monthly invoices will be submitted for consulting services and direct expenses incurred during the previous calendar month (and any prior unbilled charges). Terms for payment are "net 30 days". A late payment charge of 1.5% per month will be added to any outstanding balance that is past 30 days from date of invoice. Additionally, any collection and/or attorney fees incurred in the process of collecting past due accounts will be charged.*

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For Further Information or Assistance Please Contact:  
Providence Engineering and Environmental Group LLC

Baton Rouge Office  
1201 Main Street  
Baton Rouge, Louisiana 70802  
Phone No. (225) 766-7400  
Fax No. (225) 766-7440  
[www.providenceeng.com](http://www.providenceeng.com)

## **ATTACHMENT "D"**

### **RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112**

**2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.**

**EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts** - *"During the performance of this contract, the contractor agrees as follows:* The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

**COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts** - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

**BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts** - Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

**ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts** - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

**RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts** - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

**ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts** - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts** - The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts** - The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

**BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020)** – Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00** - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00** - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner’s property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020)** - Any violation or breach of terms of this contract on the part of the Contractor or the Contractor’s subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract

documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E))** – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed - Contractor shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G))** – Applies to all contracts greater than or equal to \$150,000 - Contractor shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)** - Applies to all contracts

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment,



system, or  
service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or

recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products** - As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC  
RESOLUTION OF THE BOARD OF MANAGERS**

**WHEREAS**, the sole Member of Providence Engineering and Environmental Group LLC (the "LLC") finds it reasonable to authorize and empower Aimee Killeen to execute contracts and other legally binding instruments on behalf of the LLC;


**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Managers of the LLC that Aimee Killeen is hereby authorized and empowered to execute any and all contracts and other legally binding instruments of whatever kind on behalf of the LLC.

**CERTIFICATE**

I, Georgene Giroir, of Providence Engineering and Environmental Group LLC, do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Managers of this Limited Liability Company by written consent on the 26th day of October, 2018; at which such consent was signed by all Board members of the sole Member of the LLC, and each voted unanimously in favor thereof; that it has not been rescinded or modified; and that it is now in full force and effect.

PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC,

BY: \_\_\_\_\_



TITLE: Manager

DATE: \_\_\_\_\_

6/22/22



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0210    **Version:** 1    **Name:** R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 7/18/2022    **In control:** Parish Council

**On agenda:** 8/1/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, New Sarpy, as requested by Fredrick Kenner & Irma Lagrange.

**Sponsors:** Matthew Jewell, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2022-0210 RECOMMENDATIONS AT A GLANCE.pdf](#)  
[2022-0210 Minutes.pdf](#)  
[2022-0210 LUR\\_ 2022-10-R.pdf](#)  
[2022-0210 Survey-Resolution 2000.pdf](#)  
[2022-0210 Kenner AERIAL.pdf](#)  
[2022-0210 ZONING.pdf](#)  
[2022-0210 FLUM.pdf](#)  
[2022-0210 Application.pdf](#)

Date	Ver.	Action By	Action	Result
7/18/2022	1	Parish Council	Publish/Scheduled for Public Hearing	
7/18/2022	1	Parish President	Introduced	
7/7/2022	1	Planning Commission	Recommended Denial	
7/7/2022	1	Department of Planning & Zoning	Recommended Denial	
6/6/2022	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

**2022-10-R requested by Frederick Kenner & Irma Robinson Kenner Lagrange for a change of zoning from R-1A to R-1A(M) on Lot 112-A, Sq. C, St. Charles Terrace Subdivision, near 240 St. Charles Street, New Sarpy. Council District 6.**

**Planning Department Recommendation:**

Denial.

**Planning Commission Recommendation:**

Denial.

**2022-10-R requested by Frederick Kenner & Irma Robinson Kenner Lagrange for a change of zoning from R-1A to R-1A(M) on Lot 112-A, Sq. C, St. Charles Terrace Subdivision, near 240 St. Charles Street, New Sarpy. Council District 6.**

Chris Welker: yes the request is for a zoning change from R-1A to R-1A(M) on Lot 112-A we found through our review that this request also does not meet all the guidelines for a rezoning it would create a spot zone even though there are a collection of R-1A(M) zonings that have been approved over the years in that area by the parish council it still would be considered a spot zone because its own isolated piece that would benefit from the zoning change. We also found out that the land use pattern has not changed in a significant enough way to make continued use of it is as a single family unreasonable and the use is permitted in R-1A zoning district which the main difference is mobile homes would not be compatible with the area. There are mobile homes in the area some within legal R-1A(M) zoning and some of them that are not, but we still found the majority of the development in neighborhood was site built single family and it would still be a bit of a conflict, so we do recommend denial.

Lloyd Frickey is my given name, but most know me as L.J. Frickey and I'm here representing Mr. Kinler, excuse me Mr. Kenner and his mother Ms. Lagrange and there in the audience with me tonight these are my clients right back there. Situation was this, the applicant Ms. Lagrange and her husband served well at the church right behind the courthouse here and when her husband passed she moved back to the family home in New Sarpy that got destroyed by the hurricane and so her son had died and now the property belongs half to her and half to her son and now she's been displaced and now she is wanting to install a mobile home on this property that is owned by both she and her son living son and as the land use report said that the gentleman here referred to that there is sprinkles of R-1A(M) zoning in the neighborhood between the streets of Clement St., Terrance St. Annex St. and St. Charles this is on the St. Charles St. and so this commission not you necessarily but this commission already handled something like this sometime ago there was a re-subdivision where two 25 ft. lots were made into one single lot fronting 50 ft. was already re-approved already been approved as a single lot and so were asking tonight for a the ability to install a mobile home there so my client Ms. Lagrange can spend her days there you know I want to tell you this the older we get the more, the more we displaced the more we need our personal space so she's been gracious to live with people and now she needs to have her own personal home in her twilight years so I'm asking you the commission tonight to consider this and grant is a favorable request on this matter. Again I have my clients here tonight if you would like to hear from them if I brought sister Lagrange up here she would want to preach to you but if you want me to bring her up here I'll let her preach to you, so whatever you need I'm here to answer your questions and ask for your support on this, I understand that in a zoning also I'm not one to pick but right down the street just a couple of lots over there is an existing mobile home the mobile home was permitted after 81 zoning change consequently it was permitted 2003 for a replacement so I ask the commission the zoning people to tell me when was the original permitted they couldn't tell me that so right up the street on that street is also another mobile home you can go around the corner I counted approximately just a rough count 160 Terrace, 264 St. Charles, 173, 189, 152 Terrance, Short St. and Terrance there is a double wide, Clement St. and Terrance I didn't count

them all because I just felt like that you guys would understand that this is dotted with R-1A(M) zoning and asking tonight for your approval in this matter. Thank you very much and I'll be standing by here if you have any questions or anybody has any comments, I'd be happy to answer them.

The public hearing was opened.

Alfred Cotton, I have a house at 260 St. Charles St. in New Sarpy where this lot is and I oppose this issue on kind of the history that he was speaking of I don't feel to believe that Ms. Lagrange is in that much of a hardship as he is incline to imply she has wonderful great son there he has a big house on the same street I'm on with three bedrooms she's living with her daughter right now and that's a big house right there with two or three bedrooms in it so I don't think that's a good reason to say that we should put a mobile home next door to where I have my house at and I appreciate yall listening, thank you.

Fredrick Kenner, I live on 204 Clement St. been living there for 50 something years my brother Clarence Kenner work for the parish 35 years shouldn't be penalize for my success working, I'm a working man proud of my parish, love my parish. My mother is 90 years old the late Reverend Lagrange wife resided in Boutte, left Boutte when Reverend Lagrange passed 226 Terrace St. where she resided living came from Ida my mother had to come home and see the roof off her home can you imagine 90 year old lady looking at the roof off her home now so me and my brother purchased this lot maybe 20 years ago at the time it was purchased it was kinda like stated you guys can build a little mobile home house similar to that 20 years ago I don't quite remember but it was purchased 20 years ago I'm all about keeping up our value in our parish I'm all about that, that yard has been kept up grass cut immaculate like the gentleman said, I also own the home next to that my sister lives there my mother been between myself and her daughter, myself and her daughter she's independent at 90, independent wants to live on her own, 90 years old she's more than welcome as this gentleman said my 3 bedroom house oh I love my mother she's welcome she don't want to guys, she don't want to, she don't want to what she wants is her own independence at 90 so we must be able to appreciate that I'm not asking for anything other than the fact that I love my parish been here 55 years I represent it every day I go to work this lady been in this parish 90 years late husband give everything he could give to this parish as a minister that's all if have to say guys, appreciate it.

The public hearing was closed.

Commissioner Keen moved to consider, second by Commissioner Price.

YEAS:           None  
NAYS:           Keen, Price, deBruler, Ross  
ABSENT:        Petit, Frangella, Krajcer  
**Failed**

**St. Charles Parish  
Department of Planning & Zoning**

**LAND USE REPORT**  
**CASE NUMBER: 2022-10-R**

## GENERAL INFORMATION

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <p>◆ <b>Name/Address of Applicant</b><br/>L.J. Frickey<br/>152 Bayou Estates Drive<br/>Des Allemands, LA 70030<br/>(985)-758-2936; <a href="mailto:lfrickey2@cox.net">lfrickey2@cox.net</a><br/>FOR<br/>Fredrick Kenner &amp; Irma Lagrange<br/>P.O. Box 125<br/>New Sarpy, LA 70078</p> <p>◆ <b>Location of Site</b><br/>Lot 112-A, Square C, St. Charles Terrace (between 240 &amp; 260 St. Charles Street,<br/>New Sarpy)</p> <p>◆ <b>Requested Action</b><br/>Rezoning Lot 112-A, Square C, St. Charles Terrace from R-1A, Single Family<br/>Residential Detached District to R-1A(M), Single Family Residential Detached<br/>District - Allows Mobile Homes</p> | <p><b>Application Date: 6/6/2022</b></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|

## SITE INFORMATION

- ◆ **Size of Site**  
The area of the proposed zoning is 5,500 sq. ft.
- ◆ **Current Zoning and Land Use**  
R-1A; vacant and cleared
- ◆ **Surrounding Zoning and Land Use**  
R-1A zoning is located to the front and adjacent on each side; an R-1A(M) spot zone is adjacent to the rear.

The development present in the neighborhood consists primarily of site-built single family homes, including adjacent to each side. But many properties in the area are now cleared and vacant.

- ◆ **Zoning History**  
The R-1A district was established in 1981.
- ◆ **Future Land Use Recommendation**  
Low Density Residential: (from 4 up to 8 dwellings per gross acre)  
This category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small, platted lots zoned R-1AM. Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.
- ◆ **Traffic Access**  
Lot 112-A has 50 ft. of frontage on St. Charles Street
- ◆ **Utilities**  
Parish water, sewer, and drainage are available from St. Charles Street.



## APPLICABLE REGULATIONS

### Appendix A. Section VI. – Zoning District Criteria and Regulations

[II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density.

Policy statement: This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

#### 1. Use Regulations:

- a. A building or land shall be used only for the following purposes:
  - (1) Site-built, single-family detached dwellings.
  - (2) Manufactured homes.
  - (3) Mobile homes.
  - (4) Accessory uses.
  - (5) Private recreational uses.
  - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
- b. Special exception uses and structures include the following:
  - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
  - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
  - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.  
(Ord. No. 06-12-6, § II, 12-4-06)
  - (4) Accessory uses to golf courses and country clubs limited to the following:
    - Art studios
    - Churches and Religious Institutions
    - Commercial recreation facilities
    - Commercial schools
    - Personal service businesses, examples include but are not limited to beauty shops and barber shops, acupuncture, and massage services
    - Professional offices, examples include but are not limited to doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance
    - Restaurants and cafeterias  
(Ord. No. 16-6-2, § IV, 6-6-16)
- c. Special permit uses and structures include the following:
  - (1) Childcare centers.
  - (2) Public and private schools (except trade, business and industrial).
  - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties. (Ord. No. 15-1-10, § II, 1-26-15 ; Ord. No. 16-6-2, § III, 6-6-16 )
  - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
  - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)
  - (6) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 15-7-5, § III, 7-6-15 )
  - (7) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council. (Ord. No. 17-2-10 , § II, 2-20-2017)
  - (8) Transmission towers when accessory to a permitted use. ( rd. No. 21-8-11 , § II, 8-9-21)

#### 2. Spatial Requirements.

- a. Minimum lot size: Five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
- b. Minimum yard sizes:
  - (1) Front—Fifteen (15) feet.
  - (2) Side—Five (5) feet.
  - (3) Rear—Five (5) feet.
  - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
  - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IV, 8-18-08)
- c. Accessory buildings:
  - (1) The accessory building shall not exceed two-story construction.
  - (2) Minimum setback of accessory buildings shall be three (3) feet.
  - (3) Nonresidential accessory buildings shall not be permitted. (Ord. No. 12-7-4, § IV, 7-2-12)
- d. Permitted encroachments:
  - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
  - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.

#### 3. Special Provisions:

- a. Additional dwellings on unsubdivided property:
  - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
  - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
  - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
  - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
- b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency

- Management Agency's Sept. 1985 publication Manufactured Home Installation in Flood Hazard Areas.
- c. Reserved. (Ord. No. 15-7-5, § III, 7-6-15 ; Ord. No. 16-6-4, § I, 6-6-16 )
- d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

#### Appendix A. Section XV. - Amendment procedure

D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:

1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
  - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

#### REZONING GUIDELINE EVALUATION

Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that two or more of the following criteria are met:

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.* The Low Density Residential Future Land Use designation provides for manufactured homes on individual lots as permitted in the proposed R-1A(M) zoning district. But the proposed zoning would be considered a spot zone. Despite expanding on the R-1A(M) zoning adjacent to the Terrace Street side, it should be noted this R-1A(M) district is a spot zone, permitting uses which are an exception in a neighborhood consisting primarily of site-built houses. An existing spot zone should not be used to justify another map amendment. Approval of the current request would be an expansion of this spot zone, and further the incompatibility of uses within an R-1A zoned neighborhood. **The request does not meet the first guideline.**
2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.* The site is located in the St. Charles Terrace Subdivision, which has been zoned for single family development since 1973 (R-1, changed to R-1A in 1981). The Parish Council has approved six (6) requests for R-1A(M) zones since 2007 between Short Street and the railroad tracks. However, only three (3) of those R-1A(M) spot zones are developed with manufactured homes, while two (2) remain vacant and the other occupied with site-built structures present at the time of the rezoning. One change to the land use pattern of this neighborhood has been the increase of cleared and vacant lots, which is most evident on St. Charles Street. But the neighborhood has continued to retain its character of site-built houses, and the R-1A zoning does not deprive the property of all reasonable use. **The request does not meet the second guideline.**
3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.* The change of zoning would allow for a manufactured home. This would not present any more of a burden on existing infrastructure, but it would be incompatible with the existing neighborhood character. There are manufactured homes present in the area, including within approved R-1A(M) spot zones, but this

has not altered the neighborhood character which still consists predominately of site-built houses, including immediately adjacent to each side of the subject site. **The request does not meet the third guideline.**

**ANALYSIS**

The applicant is requesting a rezoning from R-1A to R-1A(M) on Lot 112-A, Square C, St. Charles Terrace Subdivision, consisting of 5,500 sq. ft.

The request does not meet all the guidelines for rezoning. Granting the request would create a spot zone, the land use pattern has not changed in a way that makes the existing single family zoning unreasonable, and the uses permitted by R-1A(M) zoning, primarily manufactured homes, are not compatible with the single family development in the surrounding area.

**DEPARTMENT RECOMMENDATION**

**Denial.**

000518

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon is in a special flood hazard area. The property lies in an AE zone as per sheet 150 of said maps, having an effective date of June 15, 1982. The base flood elevation of this zone is +9.00' NGVD

APPROVALS:

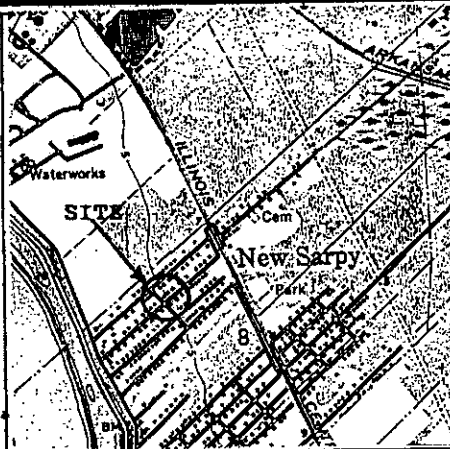
*Marlene M. Richardson*  
CHAIRMAN OF PLANNING & ZONING COMMISSION

9-7-00  
DATE

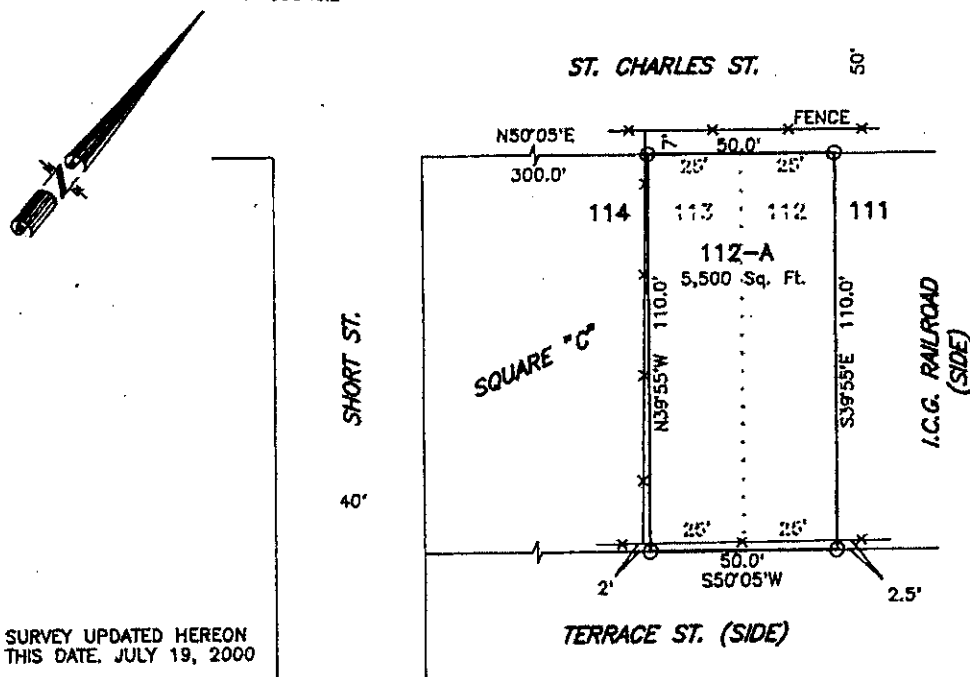
*Albert D. Lape*  
ST. CHARLES PARISH PRESIDENT

10/17/2000  
DATE

*10/16/00 Tony [Signature]*  
Date Chairman  
ST. CHARLES PARISH COUNCIL



VICINITY MAP  
SCALE: 1" = 2000'



SURVEY UPDATED HEREON  
THIS DATE, JULY 19, 2000

THIS SURVEY WAS PERFORMED BY MYSELF OR  
UNDER MY DIRECT SUPERVISION AND CONTROL

Recorded in the Clerk of  
Court's Office, St. Charles  
Parish, on the \_\_\_\_ day of \_\_\_\_  
19\_\_ In Conveyance Book \_\_\_\_  
Folio \_\_\_\_  
Entry No. \_\_\_\_

RESUBDIVISION OF LOTS 112 & 113, SQUARE "C" OF ST. CHARLES TERRACE  
SUBDIVISION INTO LOT 112-A LOCATED IN SECTION 8, TOWNSHIP 13 SOUTH,  
RANGE 8 EAST, AT NEW SARPY, ST. CHARLES PARISH, LA.

*R.P. Bernard*  
SURVEYOR

O : DENOTES 1/2" IRON ROD SET

FILE #	00K071
SCALE:	1" = 40'
DATE:	8/1/00

SURVEYED IN ACCORDANCE WITH THE LOUISIANA  
"MINIMUM STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS" FOR A CLASS "C" SURVEY.

R.P. BERNARD, PLS  
LA. REG. #226  
P.O. BOX 402, BOUTTE, LA.

2000-0452

000517

INTRODUCED BY: ALBERT LAQUE

(DEPT. OF PLANNING &amp; ZONING)

RESOLUTION NO. 4832

A resolution providing mandatory supporting authorization to Frederick and Clarence Kenner to endorse the positive Planning & Zoning Commission decision regarding PZS-2000-65, allowing a waiver on the minimum lot size requirement from 6,000 sq. ft. to 5,500 sq. ft. and the required frontage from 60 ft. to 50 ft. The property owner is hereby authorized to vary the required minimum lot size from 6,000 sq. ft. to 5,500 sq. ft. and the required frontage from 60 feet to 50 feet on Lot 112-A, Square "C" of St. Charles Terrace Subdivision, Section 8, T13S R8E, New Sarpy, St. Charles Parish, La.

**WHEREAS,** the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires both Planning & Zoning Commission approval and a supporting resolution of the Parish Council for a waiver to minimum lot size requirements and required frontage; and,

**WHEREAS,** the property owners, Frederick & Clarence Kenner, Jr. wish to subdivide Lots 112 and 113 into Lot 112-A, Square "C" of St. Charles Terrace Subdivision, Section 8, T13S R8E, New Sarpy, St. Charles Parish, La.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution for minor resubdivision approval with the waiver to the minimum lot size from 6,000 sq. ft. to 5,500 sq. ft. and required frontage from 60 ft. to 50 ft. on Lot 112-A, as outlined in Planning & Zoning Commission case PZS-2000-65.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: FAUCHEUX

And the resolution was declared adopted this 18th day of September, 2000, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: T. J. [Signature]

Acting

SECRETARY: Nicole [Signature]DLVD/PARISH PRESIDENT: 9-19-00APPROVED: [Signature]

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Albert D. LaqueRETD/SECRETARY: 9-20-00AT: 2:30 PM RECD BY: NB

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 9-18-00

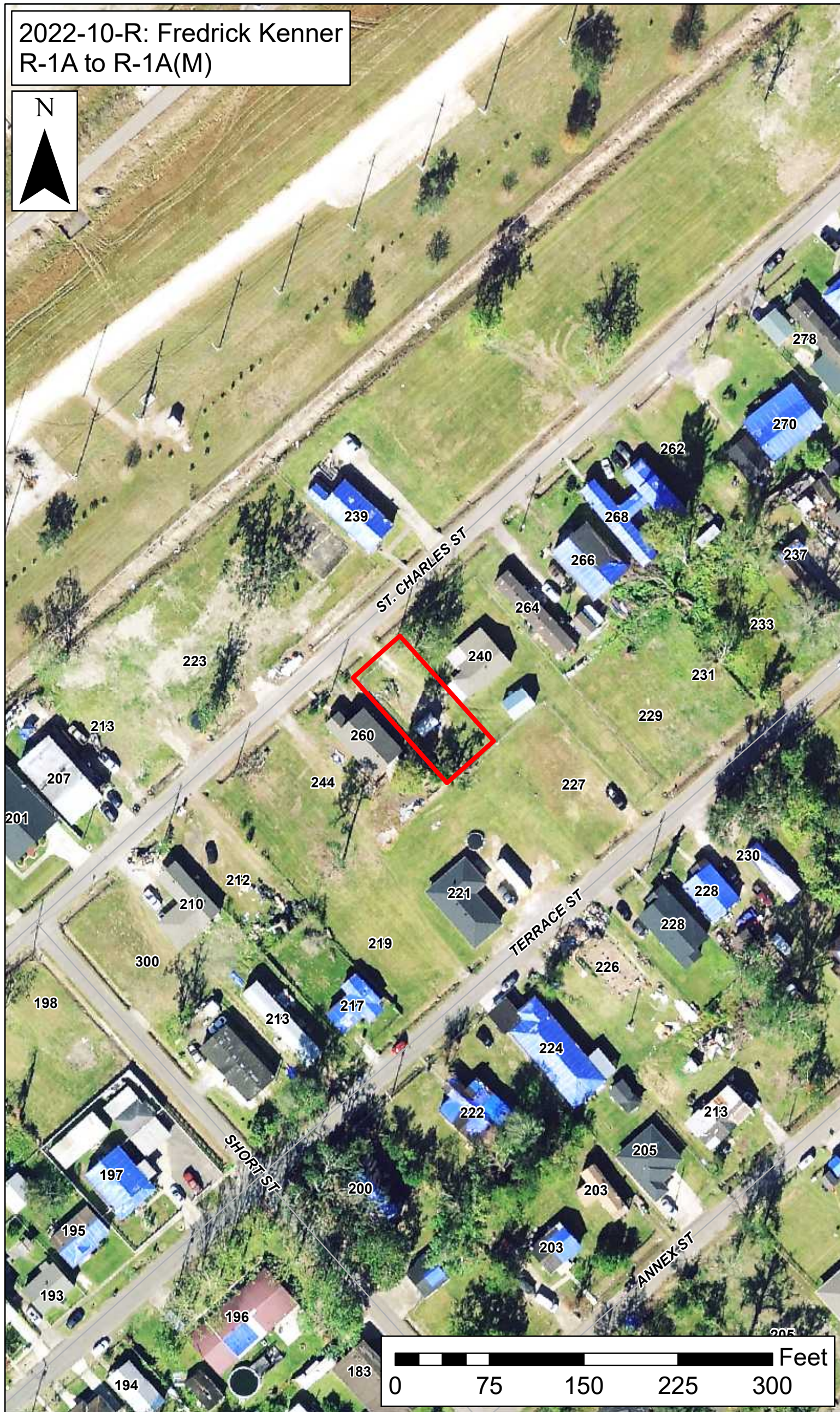
Nicole [Signature]  
Acting SECRETARY  
ST. CHARLES PARISH COUNCIL

FILE FOR RECORD  
CLERK OF COURT  
ST. CHARLES PARISH, LA.  
2000 OCT 19 PM 12:39  
RECORDED IN County  
BOOK 576 FOLIO 517  
Shirley M. [Signature]  
By Clerk

248102



N





2022-10-R: Fredrick Kenner  
R-1A to R-1A(M)

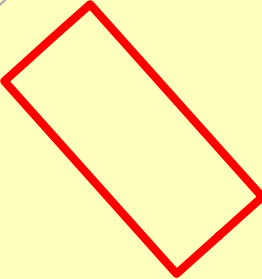


M2

R1AM

ST. CHARLES ST

R1A



R1AM

TERRACE ST

R1AM

R1AM

R1AM

R1AM

R1AM

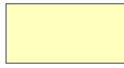
SHORT ST

ANNEX ST

**ZONING**



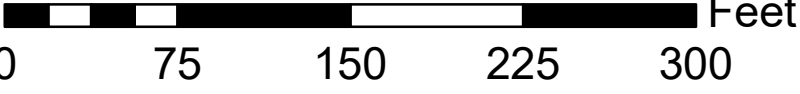
M2



R1A



R1AM



2022-10-R: Fredrick Kenner  
R-1A to R-1A(M)



ST. CHARLES ST

TERRACE ST

SHORT ST

ANNEX ST

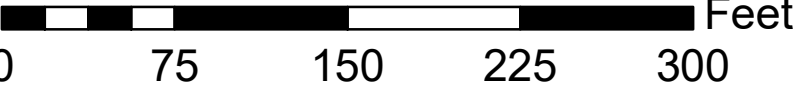
**FLUM**



Heavy Industrial



Low Density Residential







**St. Charles Parish**  
**Department of Planning & Zoning**  
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
 Phone (985) 783-5060 • Fax (985) 783-6447  
 www.stcharlesparish-la.gov

Permit/Case #:	2022-10-R
Receipt #:	74164802
Application Date:	6/6/22
Zoning District:	R-1A
FLUM Designation:	Low Density Res.
Date Posted:	

**APPLICATION FOR ZONING MAP AMENDMENT  
 (CHANGE OF ZONING DISTRICT OR REZONING)**

Fee: \$40 - \$200

c/o Applicant: Frederick Kenway, Irma Robinson, Jean Leange  
 Home address: Lloyd J. Furchay  
 Mailing address (if different): 152 Bryan Estates Dr.  
 Phone #s: 985-758-2936 Email: lfurchay2@gmail.com  
 Property owner: Same As Above Wm. Sykes  
 Municipal address of property: 240 St. Charles St.  
 Lot, block, subdivision: Lot 112-A St. Charles Terrace Sub  
 Change of zoning district from: R-1-A to: R-1-A  
 Future Land Use designation of the property: \_\_\_\_\_  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted: Residential

Client (Ms. Leange) has lost her home in storm Ida. Wants to purchase h/h

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?

Residential

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?

The area already has R-1-A zoning in the R-1-A zone

How does your proposed use of the property comply with the Future Land Use designation for the property?

Unknown

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.

A mobile home will be used as a residence



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

<b>File #:</b>	2022-0211	<b>Version:</b>	1	<b>Name:</b>	R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts
<b>Type:</b>	Ordinance	<b>Status:</b>			Public Hearing
<b>File created:</b>	7/18/2022	<b>In control:</b>			Parish Council
<b>On agenda:</b>	8/1/2022	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, New Sarpy, as requested by Lydia M. Roberts.				
<b>Sponsors:</b>	Matthew Jewell, Department of Planning & Zoning				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2022-0211 RECOMMENDATIONS AT A GLANCE.pdf</a> <a href="#">2022-0211 Minutes.pdf</a> <a href="#">2022-0211 LUR_2022-9-R.pdf</a> <a href="#">2022-0211 Subdivision Map.pdf</a> <a href="#">2022-0211 AERIAL.pdf</a> <a href="#">2022-0211 ZONING.pdf</a> <a href="#">2022-0211 FLUM.pdf</a> <a href="#">2022-0211 Application.pdf</a>				

Date	Ver.	Action By	Action	Result
7/18/2022	1	Parish Council	Publish/Scheduled for Public Hearing	
7/18/2022	1	Parish President	Introduced	
7/7/2022	1	Department of Planning & Zoning	Recommended Denial	
7/7/2022	1	Planning Commission	Recommended Denial	
6/1/2022	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

**2022-9-R requested by Lydia M. Roberts for a change of zoning from R-1A(M) to R-2 on Lots 1, 2, 3, Sq. 35. New Sarpy Subdivision, 702 E. Easy Street, New Sarpy. Council District 6.**

**Planning Department Recommendation:**

Denial.

**Planning Commission Recommendation:**

Denial.

**2022-9-R requested by Lydia M. Roberts for a change of zoning from R-1A(M) to R-2 on Lots 1, 2, 3, Sq. 35. New Sarpy Subdivision, 702 E. Easy Street, New Sarpy. Council District 6.**

Chris Welker: yes, this is a rezoning request from R 1AM to R2 two family on the lots you mentioned we found through our review the rezoning request does not meet any of the guidelines for rezoning, this would be a spot zone as there is no other R2 zoning in the immediate area it would be a zoned isolated piece of R2 zoning which would be considered a spot zone. The land use pattern of the neighborhood hasn't really been changed or been altered in any way that makes the continued use of this lot as a single-family residence unreasonable and if it were approved the uses that are permitted in an R2 zoning district which is pretty much just an expansion to permit duplexes just would not be compatible with the area which is pretty established as a single-family neighborhood. Because it does not meet any of those requirements for those reasons the department recommends denial.

Commissioner Keen: is the applicant present and wish to make any statements.

Lydia Roberts 332 River Oaks Dr. Destrehan this is a family property for 64 years now that I'm in the hospitals I'm noting that as people become elderly they do need places to live and we do have my brother who is now in assisted living who possibly could also take on part of this resident and be cared for as you know assisted living is an astronomical amount and so therefore what we trying to do is keep it where it appears single family but also developing it so that not only will he be able to on one side but other family members as well.

The public hearing was opened.

Karen Astina 708 East Easy St. right next to the property that Ms. Roberts Wilson is suggesting here. I oppose this because she rented this property earlier to a family that had multiple families living in it and every morning when the school bus would come they would blow because somebody had to get up to move their car to get down the lane as you know in east New Sarpy there not streets, there lanes you have to have one car pause so the other car can get down and also this house is located on a major through way in east New Sarpy what if a fire truck had to get back there and she had somebody parked there and they had to get out, EMS, cops. We have a very quiet neighborhood ok, and it's zoned for single families. I feel sorry for her brother but to me this will just open it up for more apartments, duplexes, turning our neighborhood that's quiet into a project, they just tore one down. So how is this going to affect my property? A couple of years ago they had an elderly lady wonder into the woods who died, she froze to death, is she going to be there to maintain this property. I feel, they don't even have enough parking. Where are you going to park all these cars? People now days have 2, 3, 4 cars in the family, my family myself, my kids come home and it's 3-4 cars on my driveway not in the street I have the land to do it, so I oppose this because of those problems. You know we want to keep our neighborhood quiet, peaceful single homes. Thank you.

Ms. Roberts I 'am a resident in Sacramento California who was raised at 702 East Easy St. and the individual that just spoke that lives at 708 East Easy St. is living at 708 East Easy St. because

of our legacy my mother sold that property to her we are looking to number one restore the property it hasn't been in a livable state for several years moving it from a single family to a multi would minimize the vandalism that we are experiencing at this property so if we are neighborly then some of the vandalism that occurred at this home probably would have not occurred if we are neighborly. We are not trying to change the status of this property we love it we have been raised there it is a statue there it's been on that corner for a very long time and we are looking to restore it we feel like if we move it to a multi not to change the appearance but to bring it up to an acceptable state, it experienced a lot of damage through Hurricane Ida so were just looking to restore the property were not trying to change the status of it. There is adequate parking on both sides this resident resides on East Samuel Johnson and on East Easy St. so were not trying to change the neighborhood we grew up there we would like the neighborhood to remain safe but we would like the property to be restored and we feel like if it's multi that you would have minimal vandalism occurring at that property at this time. Thank you.

Ignatius Astina 154 Terrace St. New Sarpy this property was sold to us, me and my ex-wife and we had been living there a long time before I moved out. My children are in the (inaudible) two of them are in the Navy when they come home, that's there home that's where they stay so if we change the place and put a duplex over there it's going to be congested it's a lane New Sarpy where we are the corner where the building is Johnson and East Easy is just a lane just like she say if a fire truck is coming it's going to be difficult and they would have to move before they come so all I say is I do oppose the development that is coming today. Thank you very much.

The public hearing was closed.

Commissioner Price moved to consider, second by Commissioner Ross.

YEAS:           None  
NAYS:           Keen, Price, deBruler, Ross  
ABSENT:        Petit, Frangella, Krajcer  
**Failed**

**St. Charles Parish  
Department of Planning & Zoning**

**LAND USE REPORT**  
**CASE NUMBER: 2022-9-R**

## GENERAL INFORMATION

- |                                                                                                                                                                                             |                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <p>◆ <b>Name/Address of Applicant</b><br/>         Lydia M. Roberts<br/>         332 River Oaks Drive<br/>         Destrehan, LA 70047<br/>         (504)-236-8126; lydiamr58@gmail.com</p> | <p><b>Application Date: 6/1/2022</b></p> |
| <p>◆ <b>Location of Site</b><br/>         702 East Easy Street, New Sarpy (Lots 1, 2, 3, Square 35, New Sarpy Subdivision).</p>                                                             |                                          |
| <p>◆ <b>Requested Action</b><br/>         Change of zoning from R-1A(M) to R-2 on 6,000 sq. ft. at 702 E. Easy Street, New Sarpy</p>                                                        |                                          |

## SITE INFORMATION

- ◆ **Size of Site**  
The area of the proposed zoning is 6,000 sq. ft.
- ◆ **Current Zoning and Land Use**  
R-1A(M); the site is a legally non-conforming corner lot developed with a site-built single-family house. The structure is legally non-conforming, encroaching into the required 15-foot yard along East Easy Street.
- ◆ **Surrounding Zoning and Land Use**  
R-1A(M) zoning abuts the property on all sides; the neighborhood is developed primarily with site-built houses, including adjacent to the rear, side, and across East Easy Street.
- ◆ **Zoning History**  
The R-1A(M) district was established in 1981.
- ◆ **Future Land Use Recommendation**  
Moderate Density Residential: (8 dwellings per gross acre and greater)  
This category includes single family detached dwellings developed consistent with the R-1AM zoning district; attached dwellings such as duplexes, patio / zero-lot line homes and townhomes consistent with the R-2 zoning district; multifamily housing developed consistent with the R-3 zoning district; and accessory units. Neighborhood-serving uses such as parks, churches, easements and ancillary neighborhood commercial uses permitted under the CR-1 zoning district or permitted subject to special exceptions or special permits.
- ◆ **Traffic Access**  
The site is a corner lot developed with a site-built single-family house with frontage on ES Johnson Street and East Easy Street.
- ◆ **Utilities**  
Parish water, sewer, and drainage are available along both streets.

## APPLICABLE REGULATIONS

## Appendix A. Section VI. – Zoning District Criteria and Regulations

[VII.] *R-2. Two-family residential:*

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) See uses allowed in the R-1A district
    - (2) Two-family dwellings
    - (3) Single family dwellings
    - (4) Accessory uses.
    - (5) Nonresidential accessory buildings shall not be permitted.
  - b. Special exception uses and structures include the following:

- (1) Club houses and/or accessory recreational facilities for resident use only
    - (2) Professional, non-retail offices
  - c. Special permit uses and structures include the following:
    - (1) Child care centers
    - (2) Schools (public, private, and commercial)
    - (3) Religious institutions
    - (4) *Reserved.*
    - (5) *Reserved.*
    - (6) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
  - d. Transportation system required: Local or collector street.
- 2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet (3,000 per family); minimum width - sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty (20) feet
    - (2) Side - five (5) feet each side
    - (3) Rear - twenty (20) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings:
    - 1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
    - 2) The accessory building shall not exceed two-story construction.
    - 3) Minimum rear setback of accessory building shall be the same as side yard requirement of the district in which it is located.
    - 4) Accessory buildings shall be located on the same parcel of land as the main structure.
  - d. Permitted encroachments:
    - 1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - 2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.
- 3. Transportation System Requirement: Front on local or collector street only.
- 4. Special Provisions:
  - a. Where any two-family residential district (R-2) abuts any residential zoning district or use, a six-foot high solid wood fence or masonry wall shall be erected.

#### Appendix A. Section XV. - Amendment procedure

D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:

- 1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
- 2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
  - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
- 3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

- 1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
- 2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

### REZONING GUIDELINE EVALUATION

Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that two or more of the following criteria are met:

- 1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.* The site conforms to the Moderate Density Residential designation on the Future Land Use Map, which accounts for attached dwellings consistent with the R-2 zoning district. But the request would create a spot zone as the surrounding area is zoned R-1A(M) and developed with single family homes. **The request does not meet the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.* The current R-1A(M) zoning allows for reasonable use of the subject site by allowing for its redevelopment as a single family dwelling, which would align with the primary character of the neighborhood. The site is located in the New Sarpy Subdivision, which has been zoned for single family development since 1973 (R-1). The current R-1A(M) district was established in 1981. Since 2020, there have been six (6) permits for improvements to existing structures within the 700 and 800 blocks of E. Easy Street, four (4) of which applied for since Hurricane Ida. Adjacent E. Hoover Street has seen similar levels of re-investment. There is no suggestion there has been a change in the land use pattern or character of the neighborhood making the current zoning unreasonable. **The request does not meet the second guideline.**
3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.* Expanding the development potential from one (1) dwelling to two (2) on this site would not overburden public facilities, but the proposed R-2 zoning is not compatible with either the area immediately surrounding the site nor the larger New Sarpy Subdivision. The neighborhood is developed predominately with either site-built, single-family houses, or manufactured homes consistent with the zoning district. **The request does not meet the third guideline.**

**ANALYSIS**

The applicant is requesting a rezoning from R-1A(M) to R-2 on Lots 1, 2, & 3, Square 35, New Sarpy Subdivision, totaling an area of 6,000 sq. ft.

The request does not meet any of the guidelines for rezoning. Granting the request would create a spot zone, the land use pattern has not changed in a way that makes the existing single family zoning unreasonable, and the uses permitted by R-2 zoning, primarily duplexes, are not compatible with the single family development in the surrounding area.

**DEPARTMENT RECOMMENDATION**

**Denial.**



WEST

2007

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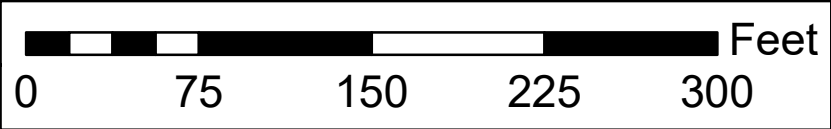
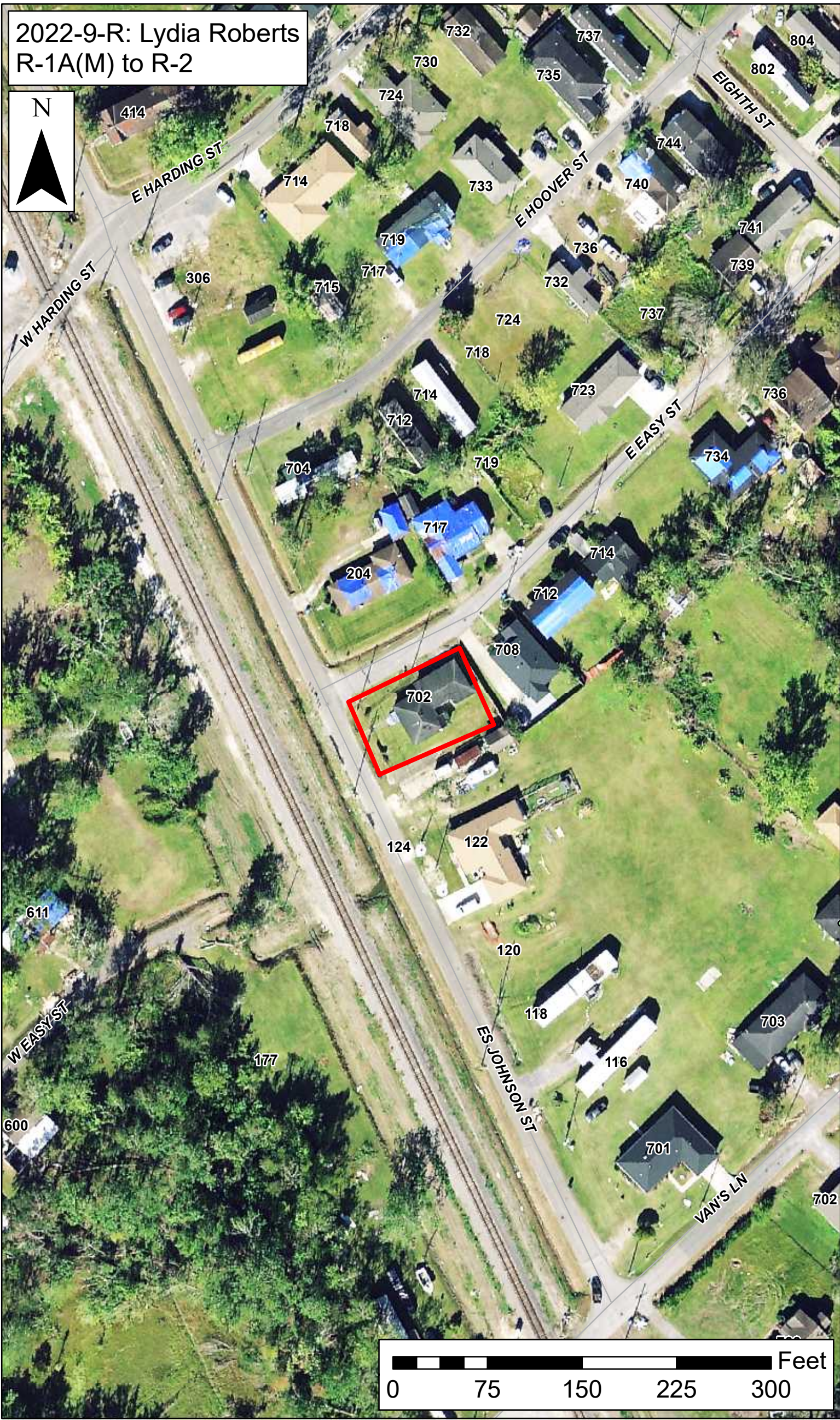
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2022-9-R: Lydia Roberts  
R-1A(M) to R-2





2022-9-R: Lydia Roberts  
R-1A(M) to R-2



W HARDING ST

E HARDING ST

E HOOVER ST

EIGHTH ST

E EASY ST

R1AM

R2

R1A

R2

W EASY ST

ES JOHNSON ST

VAN'S LN

OL

**ZONING**



OL



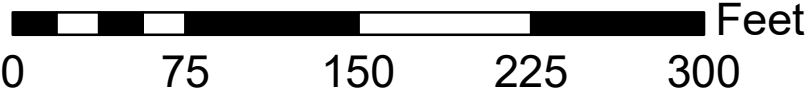
R1A



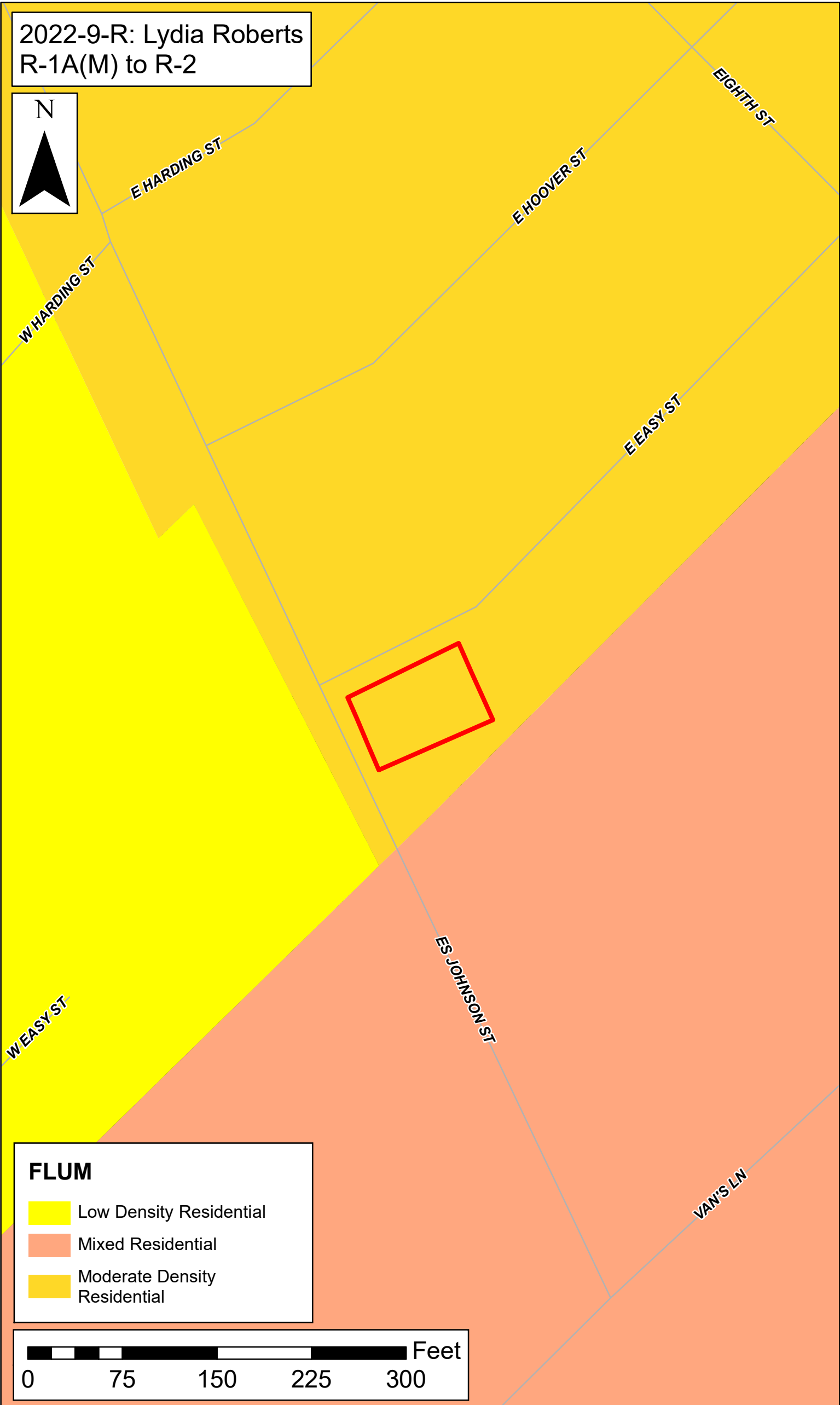
R1AM






R2



2022-9-R: Lydia Roberts  
R-1A(M) to R-2



**FLUM**

-  Low Density Residential
-  Mixed Residential
-  Moderate Density Residential

0 75 150 225 300 Feet



## St. Charles Parish

### Department of Planning & Zoning

14996 River Rd / P.O. Box 302 • Hahnville, LA 70057

Phone (985) 783-5060 • Fax (985) 783-6447

www.stcharlesparish-la.gov

Permit/Case #:	2022-9-R
Receipt #:	740 4008
Application Date:	6/1/22
Zoning District:	R-1AM
FLUM Designation:	Medium Density Residential
Date Posted:	

#### APPLICATION FOR ZONING MAP AMENDMENT (CHANGE OF ZONING DISTRICT OR REZONING)

Fee: \$40 - \$200

Applicant: Lydia M. Roberts  
Home address: 332 River Oaks Drive, Destrehan LA 70047  
Mailing address (if different): Same  
Phone #s: (504) 236-8126 Email: lydiamr58@gmail.com  
Property owner: Lydia Roberts & Amaniese Roberts  
Municipal address of property: 702 East Easy St New Sarpy LA  
Lot, block, subdivision: \_\_\_\_\_

Change of zoning district from: R-1A(M) to: R-2

Future Land Use designation of the property: Medium Density Residential  
(A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted: Upon rezoning being granted, single family unit will be transformed to duplex to offer housing to more than family.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?

The neighborhood consists of single family & multi family units surrounding the property & in close proximity of the address.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?

The property is a prime corner lot(s) that would allow for a lovely upgrade & allow for affordable rental units needed for family housing.

How does your proposed use of the property comply with the Future Land Use designation for the property?

The proposed use of the property comply with Future Land Use in that it will offer appropriate population growth through housing increase in the community without compromising the integrity of the neighborhood.

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.

If rezoned & unable to carry out project development, restoration of property to single family would be the next option to maintain compatibility of the community.



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0212    **Version:** 1    **Name:** Professional Services Contract with Barowka and Bonura Engineers and Consultants, LLC - implementation of the SCP Residential Mitigation Program

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 7/18/2022    **In control:** Parish Council

**On agenda:** 8/1/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Residential Mitigation Program in the amount of \$7,250.00 per structure mitigated.

**Sponsors:** Matthew Jewell, Grants Office

**Indexes:**

**Code sections:**

**Attachments:** [2022-0212 Exhibit A Part I - St. Charles Administrative Services Contract.pdf](#)  
[2022-0212 Exhibit A Part II - Compliance Provisions for Federally Assisted Professional Services](#)  
[2022-0212 Exhibit B Authority to Execute.pdf](#)  
[2022-0212 Exhibit C Non Collusive and Non Solicitation.pdf](#)  
[2022-0212 Certificate of Authority - BBEC](#)

Date	Ver.	Action By	Action	Result
7/18/2022	1	Parish Council	Publish/Scheduled for Public Hearing	
7/18/2022	1	Parish President	Introduced	

**EXHIBIT A**

**ST. CHARLES PARISH**

**Professional Services Contract**

**for**

**Program Administrative/Management Services**

**For task orders associated with the St. Charles Parish Residential Mitigation Program**

---

**PART I**

This Contract for program administrative/management services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and Barowka and Bonura Engineers and Consultants, LLC, a limited liability corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Jeffrey Bonura, P.E., Member, hereunto duly authorized;

**WITNESSETH THAT:**

**WHEREAS**, the PARISH has/intends to secure funding through the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to mitigate Severe Repetitive Loss and Repetitive Loss residential structures; and,

**WHEREAS**, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Residential Mitigation Programs:

**NOW, THEREFORE**, the parties do mutually agree as follows:

**1. Employment of CONSULTANT**

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

**2. Scope of Services**

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Elevation Program by performing the following scope of services, including but not limited to:

- a. Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the mitigation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures.
- b. Conduct individual Program Kick-Off Meetings with each property owner as needed.
- c. Confirm information previously gathered remains valid and accurate.
- d. Ensure execution of the Statement of Voluntary Participation and Affidavit, and the Applicant's Certification.
- e. Ensure the existence of records of sufficient photos of the current pre-mitigation property conditions, including all doors, utilities, and central or window air conditioning units.
- f. Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed.
- g. Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish; ensure that each property owner obtains at least three bids from qualified contractors on the list.
- h. Review bids for cost reasonableness and any errors or ineligible items.
- i. Coordinate with the property owner for the completion and review of elevation/mitigation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish.
- j. Facilitate the eligibility review of the proposed elevation by grant agency/agencies.
- k. Compile necessary pre-construction documentation required and package for Parish review and approval.
- l. Assist the Parish with the preparation of the construction contract for the property owner to execute with the mitigation contractor selected.
- m. Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish.
- n. Collect documentation of payment of the match requirement from each property owner.
- o. Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections.
- p. Draft and issue Notice to Proceed.
- q. Conduct periodic site visits to inspect ongoing construction and complete monitoring reports for each milestone that include photos, progress updates, issues of concern, etc. to submit to St. Charles Parish.
- r. Review milestone payment requests from contractors for compliance with program requirements, compile all necessary documentation, and submit to Parish for approval and



payment to each homeowner. Coordinate with homeowners for check endorsement and remit payment to contractors.

- s. Coordinate and host Final Site Visit Meetings following construction with the property owner, construction contractor, project manager, and St. Charles Parish and document any discrepancies.
- t. Review, analyze, and evaluate requests for Change Orders and prepare Change Orders for execution by the contractor, property owner, and the Parish.
- u. Assist the Parish in responding to information and data requests.
- v. Coordinate with the grant agency, as needed.
- w. Comply with all grant program mandates and documentation requirements.
- x. Develop and submit monthly progress reports to the Parish that summarize the status of individual projects and include other information necessary such as the program progress as a whole.
- y. Assist the Parish in the preparation and submission of the requests for reimbursement.
- z. Assist the Parish in the preparation of grant program quarterly reports.
- aa. Assist the Parish in establishing project files. These files must demonstrate compliance with grant program requirements and all applicable local, State, and Federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish's files.
- bb. Attend and assist the Parish during grant agency monitoring visit(s) and prepare the Parish's response to any monitoring findings.
- cc. Protect each property owner's right to privacy pursuant to the Privacy Act of 1974 by restricting communication regarding the mitigation of their respective property to only Parish Administrators, the property owner, their selected mitigation construction contractor, the surveyor, and grant agency. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
- dd. Provide extensive knowledge, experience, and technical competence in dealing with elevation or mitigation reconstruction programs, specifically including the requirements associated with FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs, NFIP Increased Cost of Compliance, as well as construction management, and ASCE 24 standards.
- ee. Maintain staff members that have experience with elevation or mitigation reconstruction grant funding programs.

The scope of services shall be performed under and at the direction of the Parish President, or his/her designee.

### 3. Term of Contract

The term of this Contract shall begin as of the day and year first written above and will be for a period of three years. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for one additional year.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed for each elevation grant award the Parish secures during the contract period. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from the grant agency for each grant award in which the CONSULTANT received a Task Order regardless of timeframe.

### 4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

### 5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$7,250.00 per structure elevated as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

<b>Milestone Number</b>	<b>Milestone Description</b>	<b>Percent Complete</b>
<b>0.0</b>	Pre-Construction – Approval of Engineering	15%
<b>1.0</b>	Passing of Inspection # 1 – Construction/Temporary Pole (Pre-elevation Certificate required)	25%
<b>2.0</b>	Passing of Inspection # 2 – Piling Inspection	15%
<b>3.0</b>	Passing of Inspection # 3 – Foundation Completion and Anchoring	15%
<b>4.0</b>	Passing of Inspection # 4 – Final Certificate of Compliance (Post-elevation Certificate and Certificate of Occupancy required.)	20%
<b>5.0</b>	Parish Receipt of Reimbursement from FEMA/GOHSEP/Other Agency for all previous Milestone Invoices	10%
<b>TOTAL</b>		100%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for each structure of which

charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

Payments will be made to the CONSULTANT after review and approval by the Parish. All payments will be made within 30 days of the submission of an invoice with all required documentation.

## **6. Ownership of Documents**

All documents, including original drawings, estimates, specifications, field notes, photographs, reports and data are the property of the PARISH. The CONSULTANT may retain copies of said documents.

## **7. Liability**

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent with the CONSULTANT'S experience within the industry. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter called "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Contract shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by the PARISH in writing of such Defect within one (1) year after completion of the CONSULTANT'S Services under this Contract, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional cost to the PARISH.

## **8. Insurance**

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

## **9. Records and Monitoring Visits/Audits**

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

## **10. Terms and Conditions**

This Contract is subject to the foregoing documents and all provisions contained therein titled, "Exhibit A Part II – Compliance Provisions for Federally Assisted Professional Services Contracts," "Exhibit B – Authority to Execute," "Exhibit C Non-Collusive and Non-solicitation Affidavit," and any subsequent task orders which may be issued under this contract, which are attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

## **11. Address of Notices and Communications**

PARISH  
Mr. Matthew Jewell  
Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, LA 70057

CONSULTANT  
Mr. Jeffrey Bonura, P.E.  
Member  
BBEC  
209 Canal Street  
Metairie, LA 70005

With a copy to:

Carla Chiasson  
Grants Officer  
St. Charles Parish  
P. O. Box 302  
Hahnville, LA 70057

## **12. Jurisdiction**

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

## **13. Termination or Suspension**

- a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
- b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
- c. The CONSULTANT shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Contract to the date of termination.
- d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.

- e. CONSULTANT fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- f. Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.
- g. This Contract shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

#### **14. Headings**

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

#### **15. Entire Contract**

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

#### **16. Authorization**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Witness

St. Charles Parish

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Matthew Jewell  
Parish President

\_\_\_\_\_  
Witness

Barowka and Bonura Engineers and Consultants, LLC

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Jeffrey Bonura, P.E.  
Member

**EXHIBIT A**  
**ST. CHARLES PARISH**  
**Professional Services Contract**  
**for**  
**Program Administrative/Management Services**  
**For task orders associated with the St. Charles Parish Residential Mitigation Program**

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**PART II**

**Compliance Provisions for Federally Assisted Professional Services Contracts**

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5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
6. AGE DISCRIMINATION ACT OF 1975
7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
8. INSPECTION
9. REPORTING REQUIREMENTS
10. CONFLICT OF INTEREST
11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246,  
AS AMENDED
12. PATENTS
13. COPYRIGHT
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16. ENERGY EFFICIENCY

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18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

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24. ASSIGNABILITY

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30. LOBBYING

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EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts



**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part

and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the

equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules,

regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.



**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an

officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration –

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify

the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELE-COMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”



**EXHIBIT B**

**ST. CHARLES PARISH**

**Program Administrative/Management Services for the  
St. Charles Parish Residential Mitigation Program**

**AUTHORITY TO EXECUTE**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**SECRETARY**

**EXHIBIT C**

**ST. CHARLES PARISH**

**Program Administrative/Management Services for the  
St. Charles Parish Residential Mitigation Program**

**NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or, Agent)  
\_\_\_\_\_, the Bidder, and that  
(Name of Proposer)  
the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;
- (2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- (3) The Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Louisiana

My commission expires \_\_\_\_\_

SEAL

**CERTIFICATE OF AUTHORITY FOR  
BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.**

---

The undersigned (the "Member") hereby certifies on behalf of Barowka and Bonura Engineers and Consultants, L.L.C. (the "Company"), the Member is the sole member and sole manager of the Company and is the sole member and sole manager required to transact the Company's business and to grant the authority granted herein. The Member hereby certifies that the Company is a limited liability company or domestic limited liability company, as such terms are defined in La. Rev Stat Ann § 12:1301, organized under the laws of Louisiana, and registered with the Secretary of State of Louisiana in accordance with La. Rev Stat Ann § 12:1301 et seq.

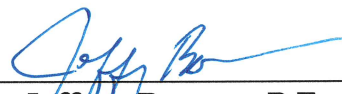
The Company and its sole Member hereby expressly authorizes and permits Jeffrey Bonura, (hereinafter "Authorized Individual") to bid, enter into, and contract with St. Charles Parish, and any of its subdivisions, entities, affiliates and assigns for the purposes of providing Engineering Services, Planning and Development, Consulting Services, and Construction Services.

The Company further authorizes and permits the Authorized Individual to do and perform any and all acts and sign any and all agreements, obligations, instruments, and other writing of any kind whatsoever required or requested by St. Charles Parish in connection with the authorization granted herein.

The Company agrees that all transactions by the Authorized Individual in connection with the said transfer prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

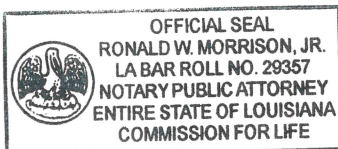
This Certificate of Authority has been signed on this 18<sup>th</sup> day of July, 2022.

**Manager and Sole Member:**

  
\_\_\_\_\_  
**Jeffrey Bonura, P.E.**

Sworn to and subscribed before me,  
Notary, this 18<sup>th</sup> day of July, 2022.

  
\_\_\_\_\_  
RONALD W. MORRISON, JR.,  
NOTARY PUBLIC (LA Bar 29357)





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0213    **Version:** 1    **Name:** Support P&Z Commission's approval of 2022-10-SPU-accessory dwelling unit in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Sub., 226 St. Anthony St., Luling, requested by Elizabeth Tranchant

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 8/1/2022    **In control:** Parish Council

**On agenda:** 8/1/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution in support of the Planning and Zoning Commission's approval of 2022-10-SPU for an accessory dwelling unit in an R-1A zoning district, Lots 13 & 14, Block 3-A, Lagattuta Addition No. 1 Subdivision, 226 St. Anthony Street, Luling as requested by Elizabeth Tranchant.

**Sponsors:** Matthew Jewell, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2022-0213 Tranchant RECOMMENDATIONS AT A GLANCE](#)  
[2022-0213 Tranchant Minutes](#)  
[2022-0213 Tranchant LUR 2022-10-SPU](#)  
[2022-0213 UPDATED 226 St. Anthony St. ADU measurements Tranchant](#)  
[2022-0213 Tranchant AERIAL](#)  
[2022-0213 Tranchant ZONING](#)  
[2022-0213 Tranchant FLUM](#)

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced	
7/7/2022	1	Department of Planning & Zoning	Recommended Approval	
7/7/2022	1	Planning Commission	Recommended Approval	
5/11/2022	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

**2022-10-SPU requested by Elizabeth Tranchant for an accessory dwelling unit in an R-1A zoning district, 226 St. Anthony Street, Luling. Council District 7.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.

**2022-10-SPU requested by Elizabeth Tranchant for an accessory dwelling unit in an R-1A zoning district, 226 St. Anthony Street, Luling. Council District 7.**

Chris Welker: read the land use report and department recommends approval.

Elizabeth Tranchant 226 St. Anthony St. Luling stated her request/reason. Her mother's home was destroyed by Hurricane Ida. Her father passed away February of this year. Her mother and disabled brother would be living in the additional dwelling unit. This is so it will be easier for her to help take care of her mother and brother.

The public hearing was opened.

Lloyd Frickey in support of this applicant.

The public hearing was closed.

Commissioner deBruler: will it share the same address.

Chris Welker: they will share the same address.

Commissioner deBruler moved to consider, second by Commissioner Price.

YEAS: Keen, Price, deBruler, Ross

NAYS: None

ABSENT: Petit, Frangella, Krajcer

**PASSED**

**LAND USE REPORT**  
**CASE NUMBER: 2022-10-SPU**

◆ **Name/Address of Applicant**  
Elizabeth Tranchant  
226 St. Anthony Street  
Luling, LA 70070  
(504)-559-8880; etranchant@cox.net

◆ **Location of Site**  
226 St. Anthony Street

◆ **Size of Parcel(s)**  
13,200 sq. ft., 132 ft. wide (Lots 13 & 14 each consist of 6,600 sq. ft., 66 ft. wide)

◆ **Current Zoning and Use**  
R-1A; site-built single family house

♦ **Surrounding Zoning and Land Uses**  
R-1A is adjacent to each side.

The site is located in an developed single family neighborhood, with site-built single family houses adjacent to the front, rear, and each side.

◆ **Flood Zone and Elevation**  
Current flood zone X / DFIRM AE 5.

◆ **Future Land Use Recommendation**  
*Low Density Residential:* (from 4 up to 8 dwellings per gross acre) this category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small platted lots zoned R-1AM. Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.

◆ **Traffic Access**  
The site has 132 ft. of frontage on St. Anthony Street, which is accessed via an approximately 18 ft. wide, 35 ft. long driveway.

◆ **Utilities**  
As per information available from the St. Charles Parish GIS map and department representatives, parish water, sewer, and drainage facilities are located along St. Anthony Street.

The ADU may connect to existing lines run for the primary residence, or new lines can be run from the ADU straight to the public facilities on St. Anthony.

## Appendix A. Section VI. – Zoning District Criteria and Regulations

[1.] *R-1A. Single family residential detached conventional homes—Medium density.*

**Policy statement:** This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities and which meet the architectural standards of a permanent residence. The district regulations are designed to protect the residential character of the areas by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the

permitted uses such facilities as schools and churches; and to preserve the openness of the areas by requiring certain minimum yard and area standards to be met.

1. Use Regulations:
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private schools (except trade, business, and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties.
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all yard lines a distance of at least one (1) foot for each foot of building height.
    - (5) Modular, panelized and precut homes, provided that they are placed on a permanent foundation.
    - (6) *Reserved.*
    - (7) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
    - (8) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.**
    - (9) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council.
2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet per family; minimum width—sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front—Twenty (20) feet.
    - (2) Side—Five (5) feet.
    - (3) Rear—Twenty (20) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback and rear setback shall be twenty (20) percent of lot depth respectively with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings:
    - (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
    - (2) The accessory building shall not exceed two-story construction.
    - (3) Minimum setback of accessory buildings including overhangs, shall be three (3) feet.
    - (4) Nonresidential accessory buildings shall not be permitted.
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than three (3) feet to any property line.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.

#### **Appendix A. Section IV.**

A. *Evaluation Criteria* – those uses requiring approval for either a *Special Exception* or a *Special Permit Use* shall be evaluated by the criteria below. These criteria are to be considered illustrative and not restrictive. Other criteria may be considered though not specifically listed below if said criteria affect the general health, safety, and welfare of the public.

1. Compliance with the current St. Charles Parish Comprehensive Plan.
2. Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.
3. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
4. Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.
5. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
6. A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:
  - a. Required yards and open space
  - b. Ingress and egress to property
  - c. Parking and loading areas
  - d. Location of garbage facilities
  - e. Landscaping, buffering, and screening
  - f. Signage
  - g. Height and bulk of structures
  - h. Location and direction of site lighting

#### **Appendix A. Section VII. - Supplemental use and performance regulations.**

1. The following uses are subject to the regulations set forth herein:

*Accessory buildings.*

  - a. Residential accessory buildings are allowed only in the side and rear yards.
  - b. An accessory building may be connected to the principal building via an unenclosed breezeway not exceeding eight (8) feet in width.
  - c. Accessory buildings must be three (3) feet from the principal building, measured from any existing overhangs (not including breezeways).
  - d. The following shall not be permitted as accessory buildings in residential zones: storage containers, cargo containers, ship to shore containers or any form of a modified delivery type container which is normally mounted or transferred on a vehicle or is designed for or capable of being mounted on a chassis for movement.



*Accessory dwelling units.*

- a. *Purpose.* To offer a wider range of housing options within residential zoning districts.
- b. *Design and development standards for all accessory dwelling units (ADU).*
  - i. There shall be no more than one (1) ADU permitted per lot.
  - ii. No ADU will be permitted without a primary building.
  - iii. An ADU may consist of part or all of a detached accessory structure or it may consist of a portion of the primary structure.
  - iv. There shall not be more than one (1) bedroom in an ADU.
  - v. An ADU shall use the electrical service of the primary structure.
  - vi. The owner of the property on which the ADU is to be created shall occupy the primary dwelling unit.
  - vii. Setbacks for ADUs developed as part of the principal structure are the same as the underlying zoning district.
  - viii. Setbacks for ADUs developed as detached structures shall meet the setbacks for accessory structures for the underlying zoning district.
  - ix. The floor area of the ADU is limited to fifty (50) percent of the floor area of the primary dwelling unit, not to exceed one thousand two hundred (1,200) square feet.
  - x. ADUs require one (1) off-street parking space in addition to the parking requirements of the underlying zoning district.

**SPU CRITERIA COMPLIANCE**

The proposal meets the criteria as follows:

1. *Compliance with the current St. Charles Parish Comprehensive Plan.* The Comprehensive Plan recommends Low Density Residential at up to eight (8) single-family dwelling units per acre. The subject site consists of two lots totaling 13,200 sq. ft. (0.3 acres). Each lot separately measures 66 ft. wide by 100 ft. deep and consists of 6,600 sq. ft., exceeding the minimum lot requirements for the zoning district. If the existing improvements were removed, a new primary residence could be permitted on each existing lot. The side can accommodate the additions dwelling as an ADU while reaming in compliance with the recommended density. **Complies**

2. *Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.* The site plans show the proposed ADU located behind the front façade of the primary residence and in the side and rear yards of the property, which is a typical location for residential accessory structures. The ADU is shown with its own driveway providing access to St. Anthony Street. The proposed ADU would be compatible with the surrounding neighborhood in terms of building design, hours of operation, or vehicle circulation. **Complies**

3. *Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.* Dedicated loading facilities are not required for this use. The ADU will have its own independent driveway for parking and access. The driveway can accommodate the one (1) space required for an ADU. **Complies**

4. *Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.* The subject site is located across two separate lots which meet the minimum requirements for the zoning district. If the existing improvements were removed, two separate primary residences could be permitted on each lot. The site plan shows the ADU located in a typical area for accessory residential structures, and it will utilize the existing driveway for parking and ingress/egress. The ADU should not exceed the impacts of another site built house. **Complies**

5. *Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.* The ADU will be located in a detached accessory structure. Building code approval requires fire protection. Noise impacts are not expected from this type of development but the noise ordinance applies. In order to permit the building, plans must show it will be built to the required base flood elevation and that storm water will drain to existing drainage features rather than to adjacent properties. **Complies**

6. *A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:*

- a. *Required yards and open space.* The following yard and space requirements apply:

- Accessory structures cannot encompass more than 25% of the required rear yard. At 132 ft. wide, the required rear yard consists of 2,640 sq. ft., limiting accessory structures in the rear yard to 660 sq. ft. Based on the site plan showing the ADU 3 ft. from the rear property line, only 510 sq. ft. of the accessory structure will be located in the required rear yard. No other accessory structures are identified in the rear yard. **Complies**
  - The applicant submitted multiple plan sheets showing the ADU, with each sheet showing a different side and rear yard setback ranging from 3 ft. to 6 ft. Each plan would be compliant with the required 3 ft. setback for accessory structures in the R-1A zoning district, but the applicant must confirm which setback the ADU will actually be built to. **Complies**
- b. *Ingress and egress to property.* A new, separate driveway will provide access to the ADU from St. Anthony Street. **Complies**
  - c. *Parking and loading areas.* A loading area is not required for this type of use. A new independent driveway will be utilized for parking which can accommodate the one (1) required parking space for the ADU. **Complies**
  - d. *Location of garbage facilities.* The ADU would utilize standard municipal garbage collection, which does not require a dedicated facility. **N/A**
  - e. *Landscaping, buffering, and screening.* No landscaping, buffering, or screening is required or proposed. **N/A**
  - f. *Signage.* No signage is proposed as part of this request. **N/A**
  - g. *Height and bulk of structures.* The proposed ADU exceeds the allowable square footage for this site. This is further detailed under the ADU specific requirements below. **Does Not Comply**
  - h. *Location and direction of site lighting.* No site lighting is proposed as part of this request. **N/A**

#### *Accessory dwelling units.*

- There shall be no more than one (1) ADU permitted per lot. **Complies**
- No ADU will be permitted without a primary building. **Complies**
- There shall not be more than one (1) bedroom in an ADU. The floor plan shows an ADU consisting of a combined kitchen and living space, handicapped equipped bathroom, 1 bedroom, and a study/toy room. **Complies**
- The owner of the property on which the ADU is to be created shall occupy the primary dwelling unit. The owners/applicant are homesteaded at the subject property. **Complies**
- Setbacks for ADUs developed as part of the principal structure are the same as the underlying zoning district. **N/A**
- Setbacks for ADUs developed as detached structures shall meet the setbacks for accessory structures for the underlying zoning district. This is a detached ADU which can be located as close as 3 ft. to the side and rear property lines in the R-1A zoning district. Multiple site plans were submitted as part of the application showing side and rear setbacks from 3 ft. to 6 ft. While each of these plans would comply, the applicant will need to confirm which one the ADU will actually be built to. **More information needed.**
- The floor area of the ADU is limited to fifty (50) percent of the floor area of the primary dwelling unit, not to exceed one thousand two hundred (1,200) square feet. The primary residence consists of approximately 2,200 sq. ft., limiting an ADU on this property to 1,100 sq. ft. The site plans show the accessory structure with three separate spaces:
  - Living: 25 ft. by 30 ft., 750 sq. ft.
  - Special needs equipment storage 10 ft. by 12 ft., 120 sq. ft.
  - Garage: 21 ft. by 12 ft., 252 sq. ft.

The total square footage is 1,122 sq. ft., exceeding what is allowed for an ADU on this site. **Does Not Comply**
- ADUs require one (1) off-street parking space in addition to the parking requirements of the underlying zoning district. The plans show a new driveway independent to the ADU and accommodating the one (1) required parking space. **Complies**

<b>ANALYSIS</b>
-----------------

The applicant is requesting a special permit for a detached Accessory Dwelling Unit (ADU) at 226 St. Anthony Street, Luling. The existing primary structure is approximately 2,200 sq. ft. and the maximum buildable area for the ADU is approximately 1,100 sq. ft.

The proposal meets some of the Special Permit Use criteria; however, the applicant has submitted four site plans which contain discrepancies:

- Side and rear yard setbacks ranging from 3 ft. to 6 ft.
- Building footprints of the ADU vary, primarily in the storage/garage area.
- The plan with the most consistent dimensions and building footprint shows an ADU consisting of 1,122 sq. ft. (includes the storage room and garage). This exceeds the allotted square footage for an ADU on this property, which is limited to 1,100 sq. ft.

At the time of this writing Planning and Zoning is working with the applicant on attaining revised plans which are consistent and show the structure is compliant with all applicable requirements.

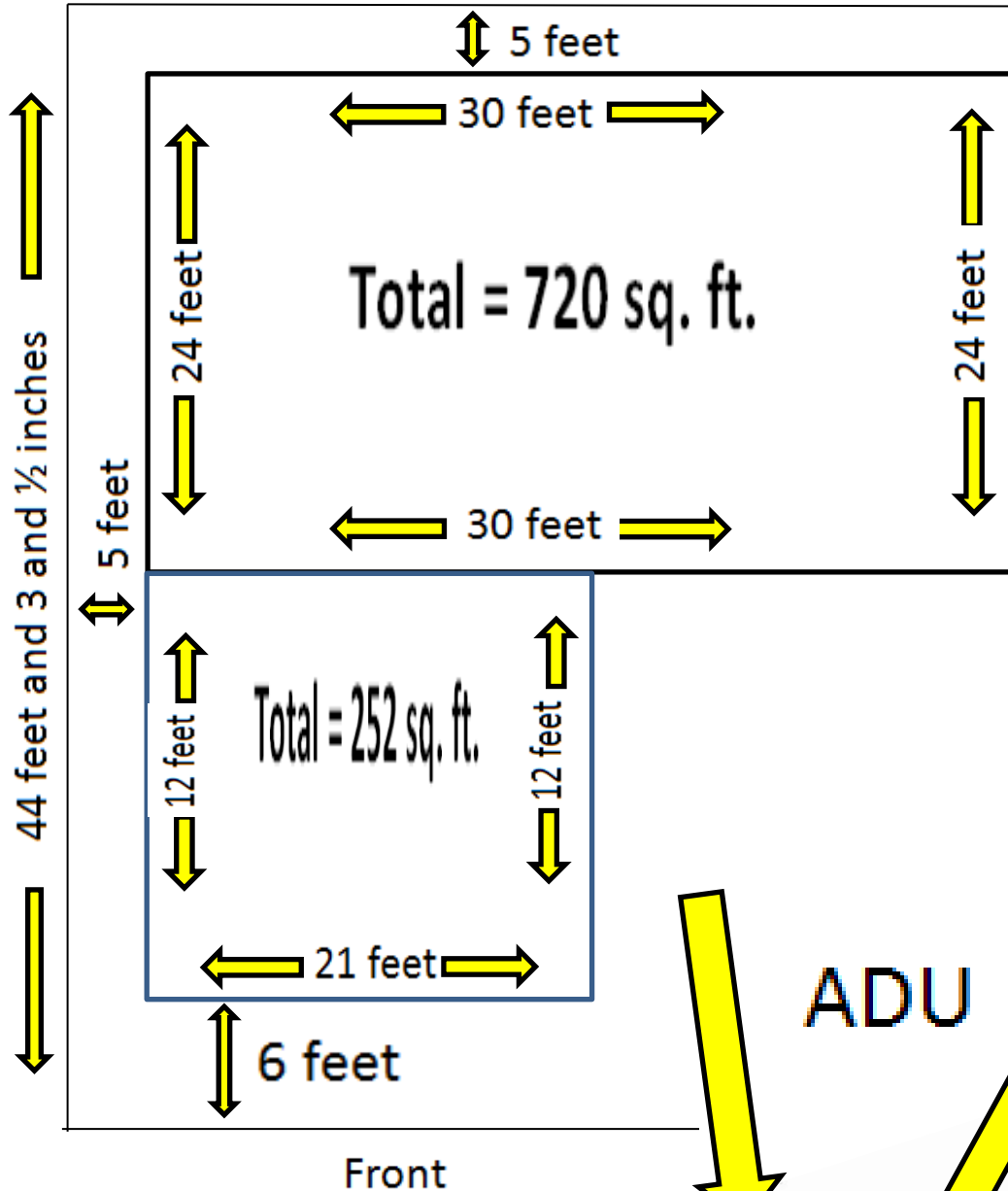
Additionally, the property is spread across two separate lots. If the special permit is approved, an administrative resubdivision will be required prior to permitting the ADU.

<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

**Postpone.**

Elizabeth Tranchant  
226 St. Anthony St.  
Luling, LA 70070  
Cell# 504-559-8880

Right

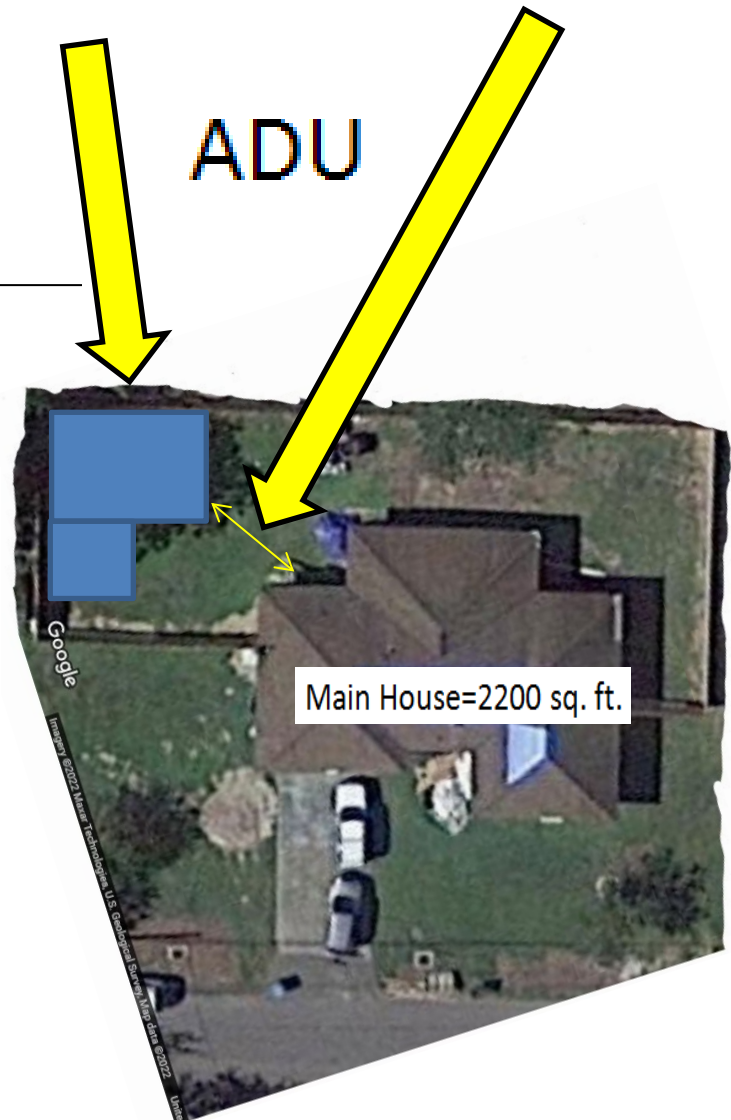


Left

\*\*ADU will be 14 feet from the main house.

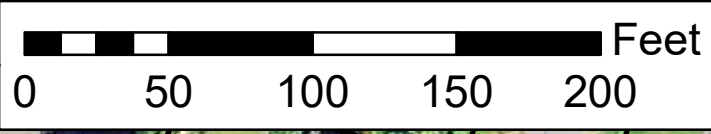
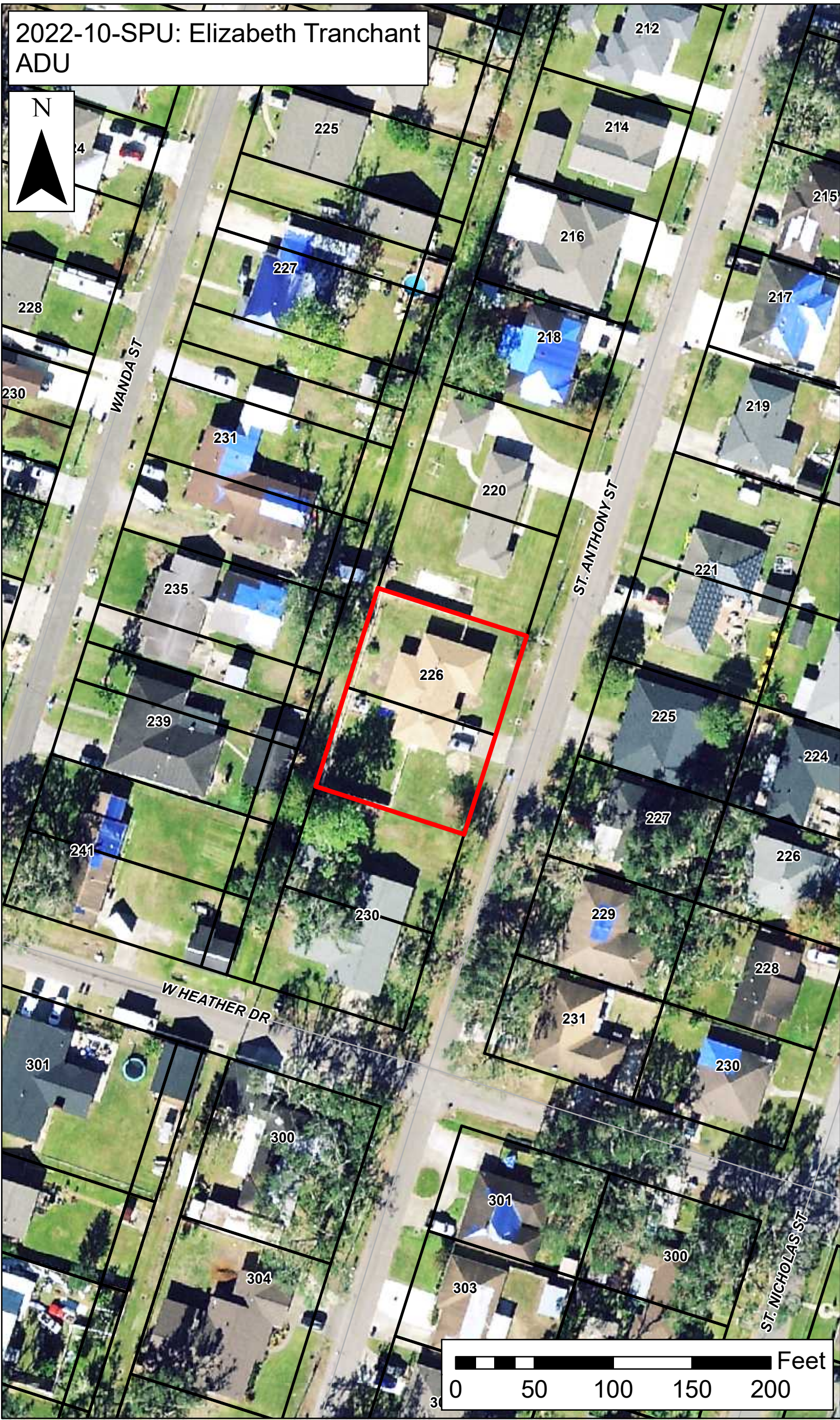
ADU

\*\* The ADU in the backyard of 226 St. Anthony St. in Luling will be a total of 972 sq. ft. all together.





2022-10-SPU: Elizabeth Tranchant  
ADU





2022-10-SPU: Elizabeth Tranchant  
ADU



WANDA ST

ST. ANTHONY ST

ST. NICHOLAS ST

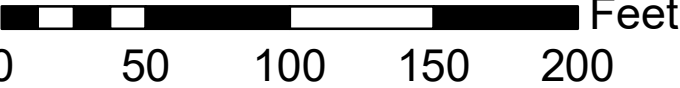
W HEATHER DR

R1A

ZONING



R1A



2022-10-SPU: Elizabeth Tranchant  
ADU

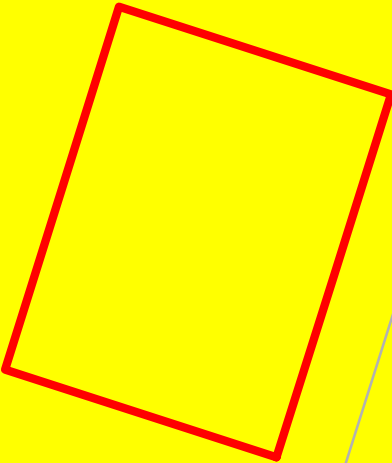


WANDA ST

ST. ANTHONY ST

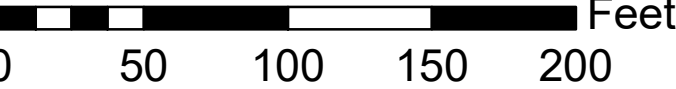
W HEATHER DR

ST. NICHOLAS ST



**FLUM**

Low Density Residential





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0221    **Version:** 1    **Name:** Endorse waiver from Subdivision Regulations, Section III. Geometric Standards, C. Lots, 1. Size, b. Width as requested by Louis J. Brady and Mary A. Brady Whipple

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 8/1/2022    **In control:** Parish Council

**On agenda:** 8/1/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, b. Width as requested by Louis J. Brady and Mary A. Brady Whipple.

**Sponsors:** Matthew Jewell, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2022-0221 Brady RECOMMENDATIONS AT A GLANCE](#)  
[2022-0221 Brady Minutes](#)  
[2022-0221 Brady LUR\\_2022-16-MIN](#)  
[2022-0221 Brady Approved Commission Plat](#)  
[2022-0221 Brady Waiver Request](#)  
[2022-0221 Brady AERIAL](#)  
[2022-0221 Brady ZONING](#)  
[2022-0221 Brady FLUM](#)

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced	
7/7/2022	1	Department of Planning & Zoning	Recommended	Approval
7/7/2022	1	Planning Commission	Recommended	Approval
5/3/2022	1	Department of Planning & Zoning	Received/Assigned	PH



## **RECOMMENDATIONS AT A GLANCE**

**2022-16-MIN requested by Louis J. Brady & Mary A. Brady Whipple for a resubdivision of one lot into three, 10847 River Road, Ama. Zoning District R-1A, O-L, W-1. Council District 2.**

### **Planning Department Recommendation:**

Approval.

### **Planning Commission Recommendation:**

Approval.

**2022-16-MIN requested by Louis J. Brady & Mary A. Brady Whipple for a resubdivision of one lot into three, 10847 River Road, Ama. Zoning District R-1A, O-L, W-1. Council District 2.**

Chris Welker: read the land use report and department recommends approval.

Louis Authement, attorney at law here on behalf of Mr. Brady and his sister if you have any questions. The plans have been revised. Access will not be an issue.

Louis Brady 206 Court St. Luling, owner asking for approval.

The public hearing was opened and closed after no spoke for or against.

Commissioner Price made a motion to consider, second by Commissioner Ross.

YEAS: Keen, Price, deBruler, Ross

NAYS: None

ABSENT: Petit, Frangella, Krajcer

**PASSED**

St. Charles Parish

Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: 2022-16-MIN

GENERAL INFORMATION

- ◆ Name/Address of Applicant

Louis J. Brady  
206 Court Street  
Luling, LA 70070  
(504)-952-0695; ljbrady2245@gmail.com

◆ Application Date: 5/3/2022
- ◆ Name/Address of Applicant

Mary A. Brady Whipple  
P.O. Box 567  
Ama, LA 70031  
(210)-269-2131; nkwg61@gmail.com
- ◆ Location of Site

10847 River Road, Ama
- ◆ Requested Action

Resubdivision of properties called Lot 3 and Lot A into Lots A3-1 & A3-2, a calculated tract A3-3, and a batture parcel

SITE INFORMATION

- ◆ Size of Lots (proposed)

Lot A3-1: 326,014.57 sq. ft (7.484 acres) approx. 53 ft. wide  
Lot A3-2: 323,884.15 sq. ft. (7.435 acres) approx. 53 ft. wide  
Tract A3-3: approximately 9 acres (Calculated not surveyed)  
Batture portion (Not shown)
- ◆ Current Zoning and Land Use

R-1A, Single family residential detached conventional homes—Medium density; O-L, Open Land District; W-1, Wetland; Batture

Lot A is developed with a residential use. Both lots are zoned R-1A approximately 1,600 feet deep from the front along River Road, O-L zoning exists to the south between the R-1A zoning to the Union Pacific Railroad, W-1 zoning exists to the south of the Union Pacific Railroad, and Batture district zoning exists to the north across Highway 18 (River Road).
- ◆ Surrounding Zoning and Land Use

The lots are surrounded by R-1A, R-1A-M, O-L, W-1, Wetland, and Batture zoning districts.

The area consists of single-family site-built houses on large lots and mobile homes. Along Highway 18 (River Road), Mount Zion Baptist Church is located to the south and a post office is located to the north at Vernons Lane.
- ◆ Flood Zone and Elevation

Proposed Lots A3-1 and A3-2 are in zone X (AE4' to the south) / DFIRM x (AE 0.5' to the south)
- ◆ Plan 2030 Recommendation

*Riverfront Commercial:* This designation applies to areas generally zoned B-1, Non-industrial Batture zoning district, and allows commercial uses that are water-dependent (such as riverboat docks and barge tie-ups), or water-related (such riverfront restaurants, fishing camps, etc.) Boardwalks, esplanades, piers, street ends, and other public open spaces that offer vistas and waterfront views are also allowed in this district, with the intent to enhance access to the river at appropriate locations.

*Low Density Residential (from 4 up to 8 dwellings per gross acre):* This category includes the Parish’s predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small platted lots zoned R-1AM. Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.

*General Commercial:* The General Commercial category includes sites for commercial uses that provide a mix of business activities and that serve the community as a whole. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. In general, this designation applies to most commercial uses that are permitted in the C-2 (General Commercial – Retail) and all of the uses permitted in the C-3 (Highway Commercial) zoning districts.

◆ **Traffic Access**

Proposed lots A3-1 and A3-2 front along Highway 18 (River Road).  
Proposed tract A3-3 does not have frontage/ access to a street.  
The proposed batture parcel will have river frontage and access.

◆ **Utilities**

Parish water, sewer, and drainage are present along Highway 18 (River Road).

◆ **Development History**

A 2020 Act of Donation for the property references a plan of H.E. Landry, Civil Engineer and Surveyor, dated July 24,1939; and describes the lot with a front along “a public road” (River Road). The description of Lot 3 references a survey by H.E. Landry, Parish Engineer, dated June 22, 1931; and describes the lot as “24 feet in width at front on said River, by a depth between parallel lines to the 40 Arpent Line”. The Act of Donation also describes a Batture in front of lots A and B.

**APPLICABLE REGULATIONS**

**Appendix A. Section VI. Zoning District Criteria**

E. *Batture districts:* The regulations in the Batture District are as follows:

[II.] *B-1 Non-industrial batture district.*

- 1. Use Regulations:
  - a. Land shall be used only for the following purposes:
    - (1) Barge mooring (if no obnoxious odors exist).
    - (2) Those activities not related to other manufacturing or industrial activity.
    - (3) Recreation facilities.
    - (4) Restaurants.
    - (5) Riverboat docks.
    - (6) Site-built hunting or fishing camps.
    - (7) Aids to navigation (as deemed necessary by the U.S. Coast Guard).
- 2. Prohibited Uses:
  - a. Manufacturing; industrial; and resource extraction activities, excepting logging activities.
  - b. Medical waste storage, treatment, or disposal facilities.

[I.] *R-1A. Single family residential detached conventional homes*—Medium density.

*Policy statement:* This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities and which meet the architectural standards of a permanent residence. The district regulations are designed to protect the residential character of the areas by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; and to preserve the openness of the areas by requiring certain minimum yard and area standards to be met.

- 2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet per family; minimum width—sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front—Twenty (20) feet.
    - (2) Side—Five (5) feet.
    - (3) Rear—Twenty (20) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback and rear setback shall be twenty (20) percent of lot depth respectively with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, not withstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.

[I.] *O-L. Open Land District:*

*Policy statement:* This district is composed mainly of large open unsubdivided land that is vacant or in agricultural, forestry or residential use. The regulations are designed to protect the open character of the district, and to allow residents to retain their traditional ways of living, by prohibiting the establishment of scattered business, industrial and other uses that are unrelated to any general plan of development and that might inhibit the best future utilization of the land. It is intended that land in these districts will be reclassified to its appropriate residential,

commercial or industrial category in accordance with the amendment procedure set forth in the St. Charles Parish Code.

2. Spatial Requirements:
  - a. Minimum lot size shall be twenty thousand (20,000) square feet; minimum width fifty (50) feet. (Ord. No. 07-1-6, § II, 1-8-07)
  - b. Minimum yard sizes:
    - (1) Front—Thirty-five (35) feet.
    - (2) Side—Ten (10) feet.
    - (3) Rear—Twenty (20) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings: Minimum rear and side setbacks shall be ten (10) feet.
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches excluding gutter.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into the required front or rear yard.

F. *Wetlands District*: The regulations in the Wetlands District are as follows:

[I.] *W-1. Wetlands District*:

1. Use Regulations:
  - a. Automatically permitted uses: None.
  - b. Special exception uses and structures:
    - (1) Low intensity uses permitted as a N.D.S.I. Permit (No Direct Significant Impact) by the Louisiana Department of Natural Resources.
    - (2) Low intensity uses permitted as a general permit by the U.S. Army Corps of Engineers.
  - c. Special permit uses and structures:
    - (1) Coastal dependent uses ineligible for listed Special Exception Uses and Structures, as per approval of the St. Charles Parish Coastal Zone Advisory Committee with supporting resolution of the Council.
    - (2) Other compatible uses, as per approval of the St. Charles Parish Coastal Zone Advisory Committee with supporting resolution of the Council.
2. Spatial Requirements: None.
3. Transportation Requirements: None.
4. Special Provisions: None.

## **Appendix C. Section II. Subdivision Procedure**

### **C. Minor Resubdivisions.**

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
  - l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

### **Appendix C. Section III. Geometric Standards B. Blocks**

3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations. When the subdivision of a parcel of land does not permit a normal street arrangement due to size or location of the land, there may be established a street with a cul-de-sac or turning circle which provides proper access to all lots. A cul-de-sac or turning circle, as described in Section III.A.2.e., shall be required at the end of dead end streets when the length of the dead end street exceeds the width of two (2) lots.

### **Appendix C. Section III. Geometric Standards C. Lots:**

1. Size. The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.
  - b. Width. The lot width at the minimum building setback line shall not be less than that specified by the St. Charles Parish Zoning Ordinance.

## **ANALYSIS**

The applicant requests a resubdivision of Lots 3 and A into two lots, A3-1, A3-2, a large tract A3-3. The deed also appear to include batture property. At the time of writing this

report, the applicant has been advised that the application should also divide the batture area.

Proposed lots A3-1 & A3-2 exceed the required 6,000 sq. ft. area, but do not meet the required 60 ft. width for a lot in the R-1A zoning district. Although the lots are 61.06 ft. long on the skew of River Road, the lots are approximately 53 ft. wide. At the time of writing this report, the applicant is preparing a request for a waiver from the required width.

The proposed remaining tract A3-3, is bounded by the Union Pacific Railroad on the south side and the forty arpent line on the north. It is is not arranged with frontage on a public street. Access to this remaining tract should be provided with a servitude through either Lot A3-1 or A3-2.

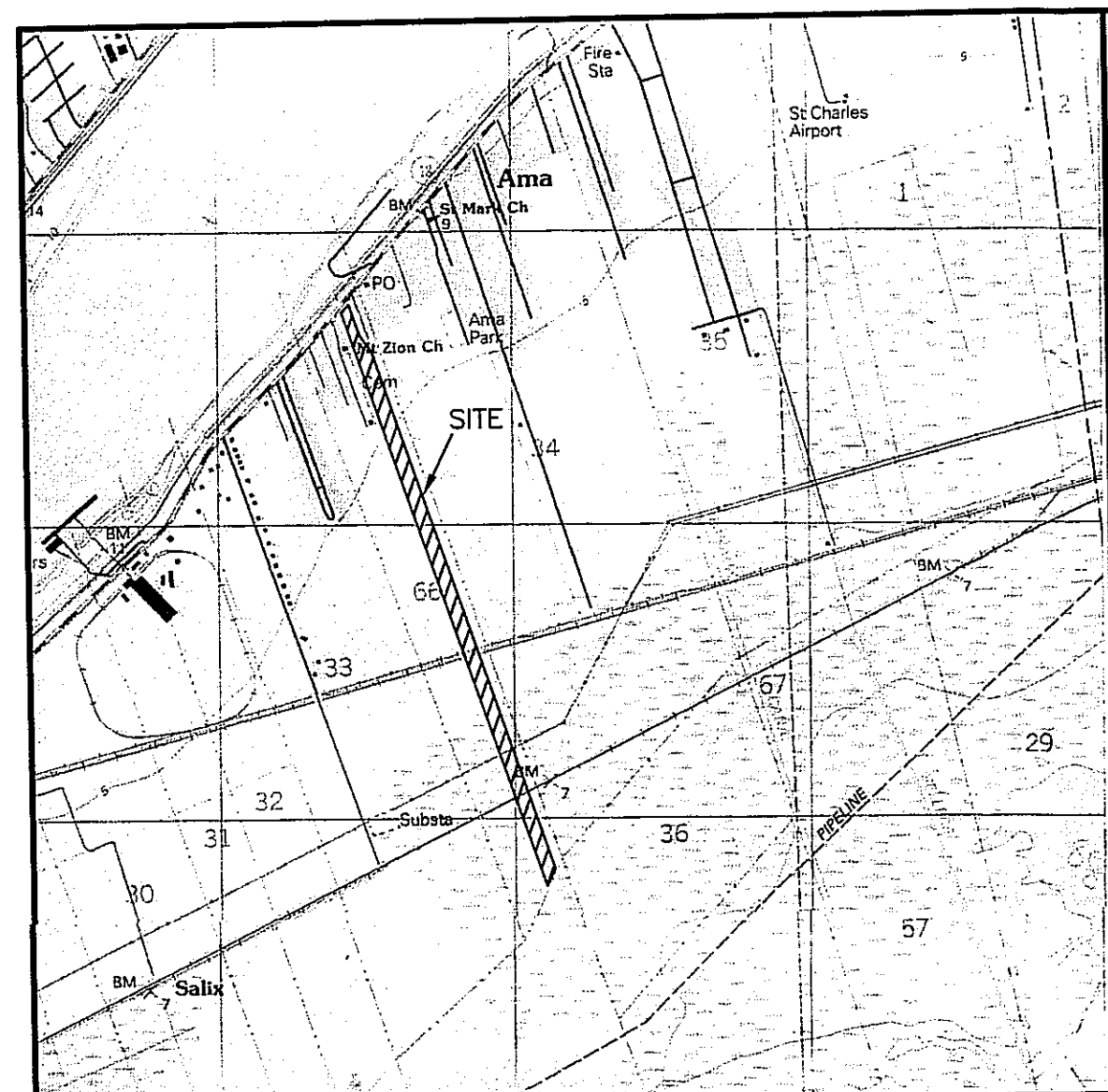
The batture property that is described in existing Lot 3 but not shown on the plat would have access from River Road and the Mississippi River.

Staff have recommended that the applicant:

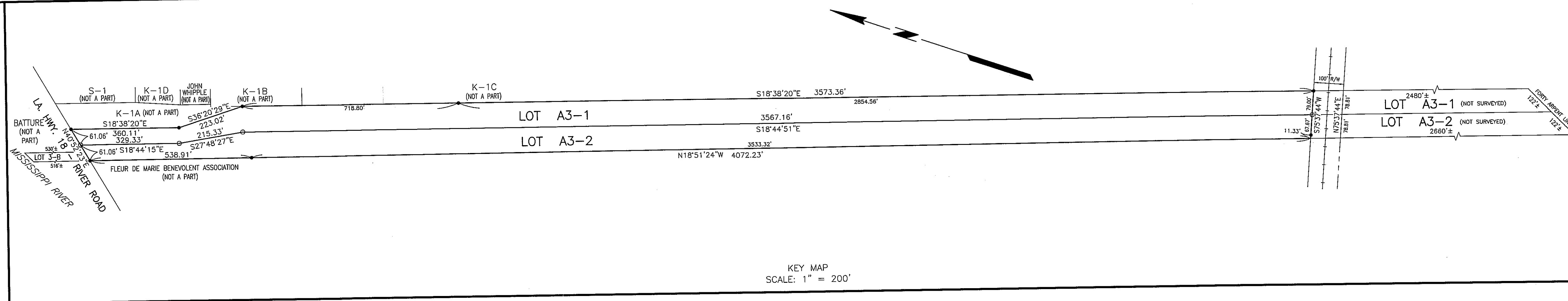
- Describe the need for a waiver from requirements.
- Resolve the discrepancy between legal descriptions of the lots and the survey to divide the entire holding as part of the resubdivision.

<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

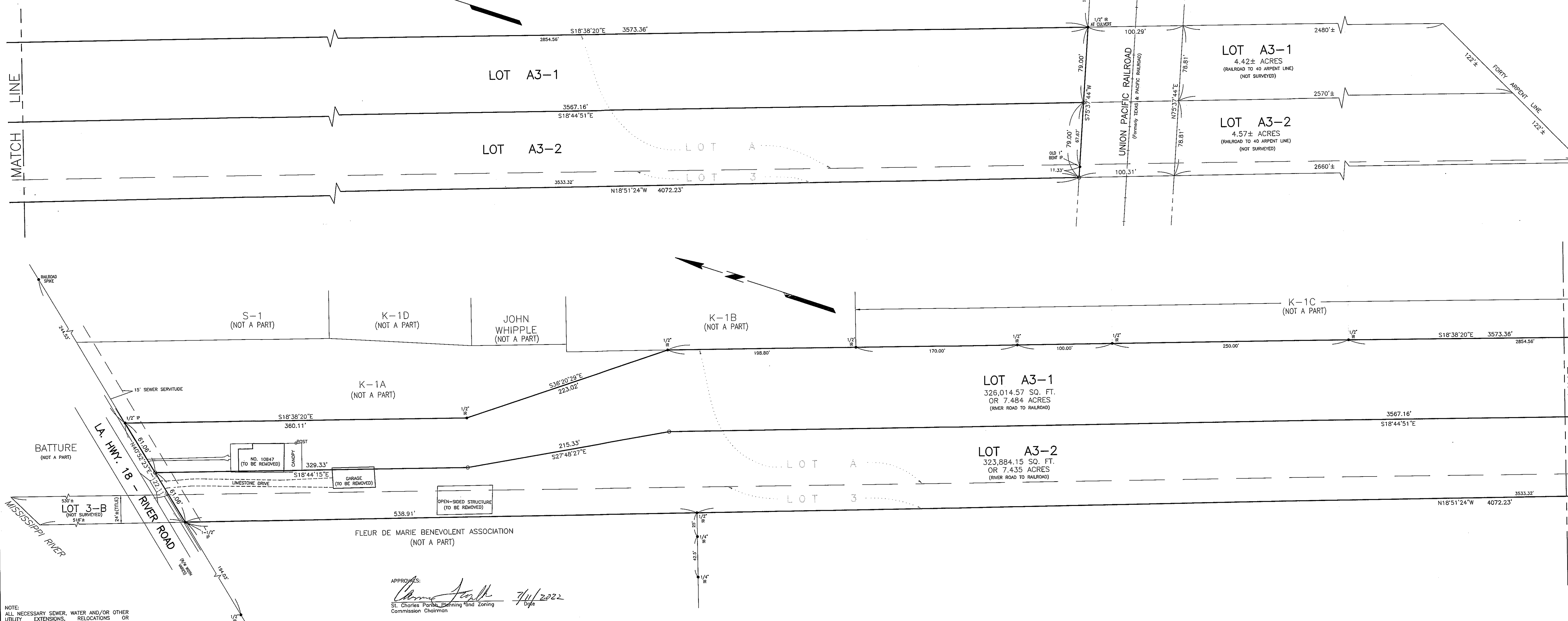
<b>The Department cannot recommend approval unless access to proposed Tract A3-3 is preserved and waivers from the required width is granted for proposed Lots A3-1 and A3-2.</b>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



VICINITY MAP  
SCALE: 1" = 2000'



KEY MAP  
SCALE: 1" = 200'



NOTE:  
ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE SOLELY AT THE LOT OWNER'S EXPENSE.

NOTE:  
NO LOT CREATED BY THIS ACT OF SUBDIVISION SHALL BE DIVIDED IN SUCH A WAY THAT ANOTHER NET INCREASE IN THE NUMBER OF LOTS OCCURS FOR A PERIOD OF TWO YEARS.

The servitudes shown on this survey are limited to those set forth per reference plans and there is no representation that all applicable servitudes are shown hereon. No title search or public record search was made in compiling data for this survey.

This is to certify that I have consulted the Flood Insurance Rate Map (Community No. 220160, Panel No. 0150, Suffix C, Dated June 16, 1992) and found that this property is in Zone X and AE.

# REFERENCE PLANS:

1. SKETCH SHOWING THE SUB-DIVISION INTO FOUR LOTS OF GROUND OF A TRACT OF ONE AND ONE-HALF ARPERT FRONT ON THE MISSISSIPPI RIVER BY FORTY ARPERTS DEEP BY H. E. LANDRY, DATED JULY 24, 1939, REVISED MAY 21, 1948
2. RESUBDIVISION OF LOT K-1 BEING A PORTION OF PROPERTY OF PATSYE V. KELLER, ET AL INTO LOTS K-1A, K-1B, K-1C & K-1D BY LUCIEN C. GASSEN, PLS., DATED NOVEMBER 28, 2006
3. RESUBDIVISION OF PARCEL A-1-A, LOT 1, AND LOT 2-A INTO LOTS 1-A AND 2-A-1 BY R. P. BERNARD, PLS., DATED JANUARY 10, 2006
4. SURVEY OF A PORTION OF LOT K-1C BEING A PORTION OF PROPERTY OF PATSYE V. KELLER, ET AL BY LUCIEN C. GASSEN SURVEYING SERVICES, LOUIS J. GASSEN JR., PLS., DATED SEPT. 7, 2017, LAST REVISED JUNE 1, 2018

APPROVED:  
*Charles J. Brady*  
St. Charles Parish Planning and Zoning  
Commission Chairman

St. Charles Parish Council Chairman \_\_\_\_\_ Date \_\_\_\_\_

St. Charles Parish President \_\_\_\_\_ Date \_\_\_\_\_

Recorded in The Clerk of Court's office

St. Charles Parish on the \_\_\_\_\_ day of \_\_\_\_\_

in Book \_\_\_\_\_

Folio \_\_\_\_\_ Entry # \_\_\_\_\_

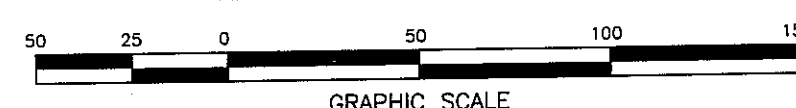
Signature \_\_\_\_\_ Title \_\_\_\_\_

## RESUBDIVISION OF LOT A AND LOT 3 INTO LOTS A3-1, A3-2 & 3-B IN SECTION 66, T13S - R21E AMA, ST. CHARLES PARISH, LOUISIANA

SCALE: 1" = 50'

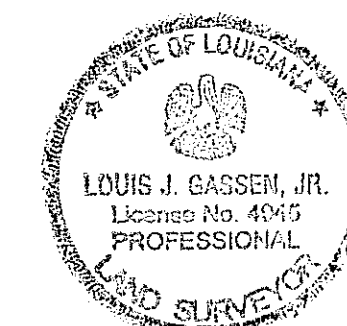
CERTIFIED TO LOUIS J. BRADY  
AND NANCY K. GARRIDO

NOVEMBER 2, 2021  
REVISED JUNE 2, 2022  
REVISED JULY 6, 2022



LEGEND  
● = FOUND  
○ = 1/2" IRON ROD SET  
IP = IRON PIPE  
IR = IRON ROD

BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011) ESTABLISHED BY USING LOUISIANA STATE UNIVERSITY'S C4G REAL TIME NETWORK.



I certify that this plot represents an actual ground survey performed by myself or under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

LOUIS J. GASSEN JR., PLS.  
Registration No. 4945  
(065) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070

GASSEN SURVEYING, LLC

Name: Louis J. Brady

Address: 206 Court St. Luluwa, LA 70070

Case Number: 2022-16-MIN

Members of the St. Charles Parish Planning Commission:

This minor resubdivision request does not meet all requirements of the St. Charles Parish Subdivision Regulations of 1981, specifically:

- **Section III.C.1.b. Width. The lot width at the minimum building setback line shall not be less than that specified by the St. Charles Parish Zoning Ordinance.**
  - Appendix A, Section VI.B.1.2.a. Minimum lot size: Six thousand (6,000) square feet per family; **minimum width—sixty (60) feet.**

The literal enforcement of these provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question, which includes:

I HAVE A SALE FOR MY PORTION OF THE  
PROPERTY IN QUESTION.  
NOTHING IS TO BE BUILT ON THE RIVER ROAD  
END OF THE PROPERTY

Please consider this waiver request with my application.

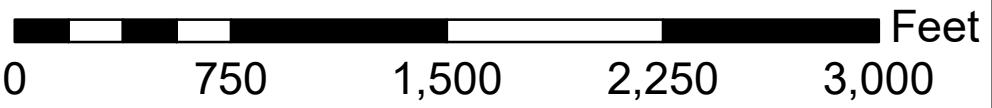
Thank you.

Applicant Signature: Louis J. Brady

Date: 6/2/22

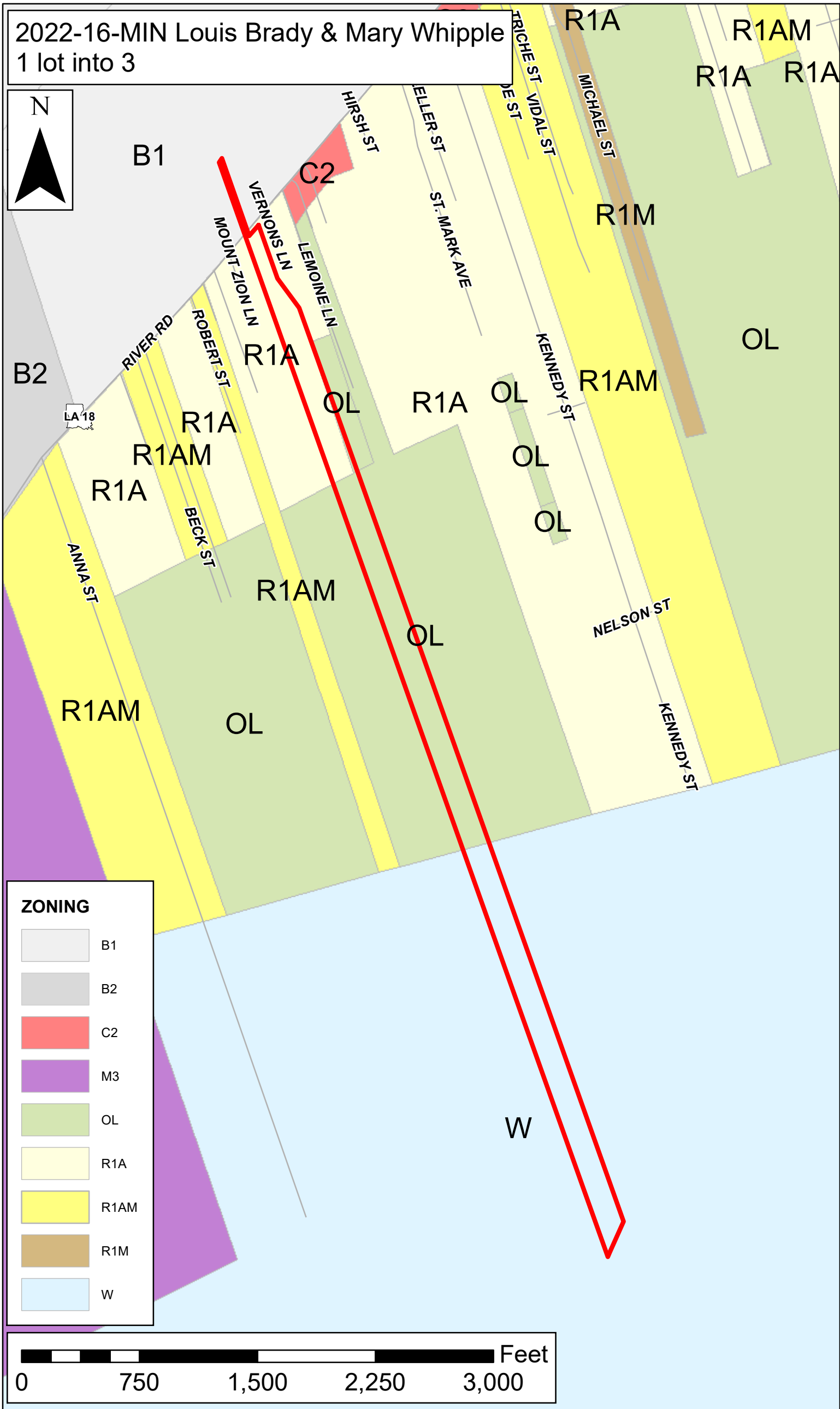
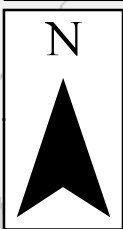


2022-16-MIN Louis Brady & Mary Whipple  
1 lot into 3

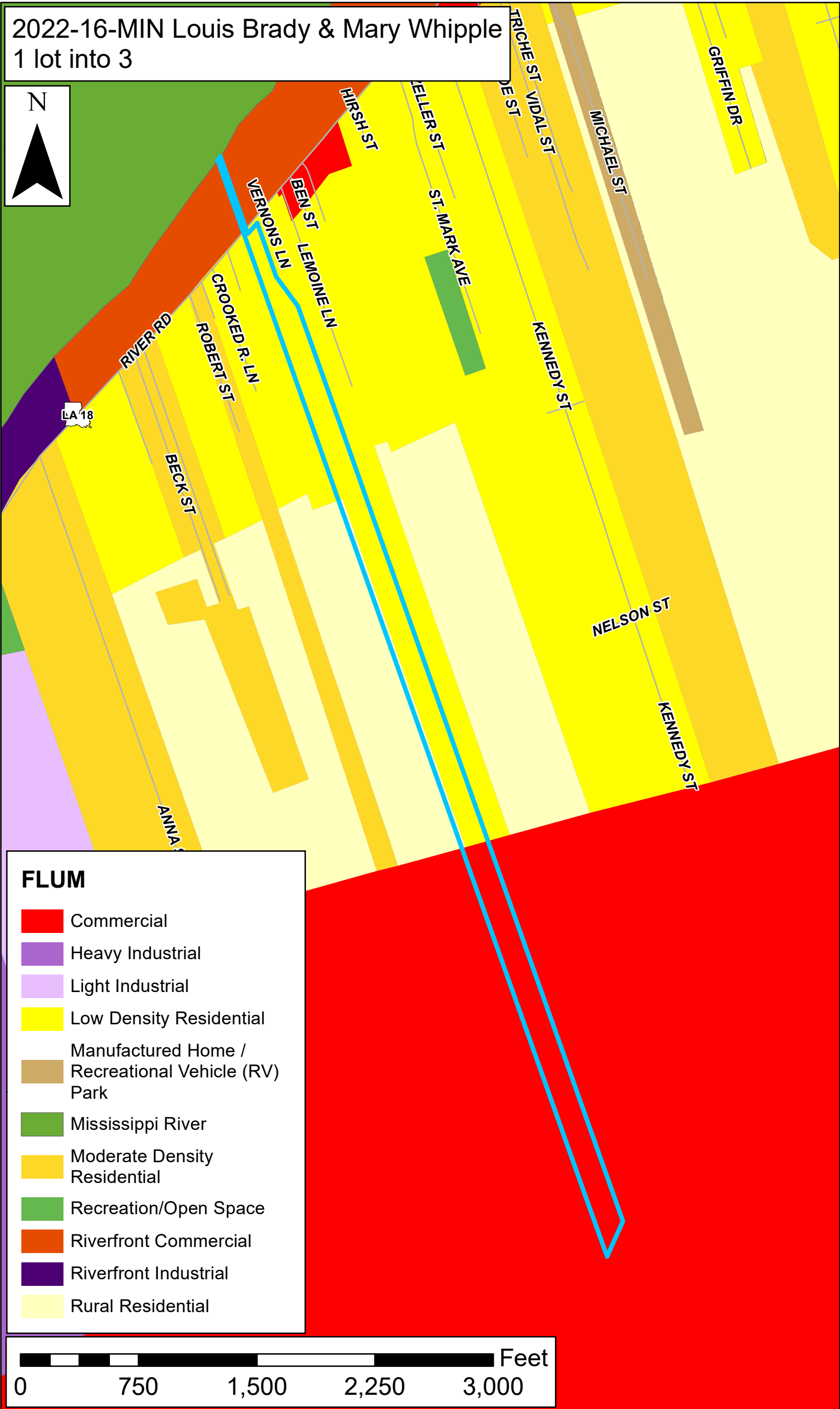




2022-16-MIN Louis Brady & Mary Whipple  
1 lot into 3

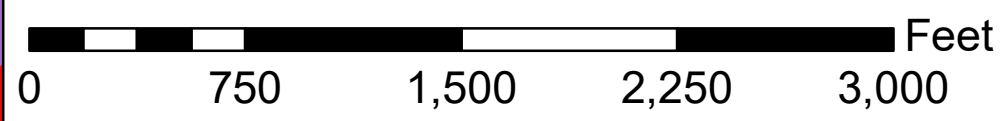


2022-16-MIN Louis Brady & Mary Whipple  
1 lot into 3



**FLUM**

- Commercial
- Heavy Industrial
- Light Industrial
- Low Density Residential
- Manufactured Home /  
Recreational Vehicle (RV)  
Park
- Mississippi River
- Moderate Density  
Residential
- Recreation/Open Space
- Riverfront Commercial
- Riverfront Industrial
- Rural Residential





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

<b>File #:</b>	2022-0222	<b>Version:</b>	1	<b>Name:</b>	Endorse waiver from Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sue Cutrer Miller et al (Vitus Properties, LLC) and Marie M. DiGiovanni, LLC #2
<b>Type:</b>	Resolution	<b>Status:</b>			In Council - Resolutions
<b>File created:</b>	8/1/2022	<b>In control:</b>			Parish Council
<b>On agenda:</b>	8/1/2022	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement as requested by Sue Cutrer Miller et al (Vitus Properties, LLC) and Marie M. DiGiovanni, LLC #2.				
<b>Sponsors:</b>	Matthew Jewell, Department of Planning & Zoning				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2022-0222 Cutrer RECOMMENDATIONS AT A GLANCE</a> <a href="#">2022-0222 Cutrer Minutes</a> <a href="#">2022-0222 Cutrer LUR 2022-8-MIN</a> <a href="#">2022-0222 Cutrer Survey Fully Revised Version</a> <a href="#">2022-0222 Cutrer Waiver Request</a> <a href="#">2022-0222 Cutrer AERIAL</a> <a href="#">2022-0222 Cutrer ZONING</a> <a href="#">2022-0222 Cutrer FLUM</a>				

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced	
7/7/2022	1	Planning Commission	Rcmd'd Approval w/Stip.	
7/7/2022	1	Department of Planning & Zoning	Rcmd'd Approval w/Stip.	
6/9/2022	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

**2022-8-MIN requested by Sue Cutrer Miller et al & Marie M. DiGiovanni, LLC #2 for a resubdivision of one lot into four, near 377 Almedia Rd, St. Rose. Zoning District C-2. Council District 5.**

### **Planning Department Recommendation:**

Approval with waiver.

### **Planning Commission Recommendation:**

Approval with waiver.

**2022-8-MIN requested by Sue Cutrer Miller et al & Marie M. DiGiovanni, LLC #2 for a resubdivision of one lot into four, near 377 Almedia Rd, St. Rose. Zoning District C-2. Council District 5.**

Chris Welker: read the land use report and department recommends approval.

Gregory Miller representing Sue Cutrer Miller and Vitis Properties two of the owner on the track of the western side stated his request/reason.

The public hearing was opened and closed after no one spoke for or against.

Commissioner Ross: does this still need a waiver?

Chris Welker: it still needs a waiver because the lots don't have frontage now so basically the requirement is not met, but eventually will.

Commissioner Price moved to consider, second by Commissioner Ross.

YEAS: Keen, Price, deBruler, Ross

NAYS: None

ABSENT: Petit, Frangella, Krajcer

**PASSED**

**St. Charles Parish  
Department of Planning & Zoning**

**LAND USE REPORT**  
**CASE NUMBER: 2022-8-MIN**

## GENERAL INFORMATION

◆ **Name/Address of Applicant**

Sue Cutrer Miller et al (Vitus Properties, LLC)  
P.O. Box 746  
Gulf Breeze, FL 32562  
(850)-748-5718; suecmiller@bellsouth.net

Marie M. DiGiovanni, LLC #2  
c/o Marcel DiGiovanni, Jr.  
14 Chuckwagon Lane  
St. Rose, LA 70087  
marceldig@mindspring.com

Application Date: 6/9/2022

#### ◆ Location of Site

Lot Z of Almedia Plantation, located approximately 50 ft. south of the railroad tracks and 234 ft. west of Almedia Road (to the rear of lots addressed as 345, 361, & 377 Almedia Road).

### ◆ Requested Action

Resubdivision of two properties within Lot Z into four lots, Z-1, Z-2, Z-3, Z-4.

## SITE INFORMATION

◆ **Size of Lots (proposed)**  
 Lot Z-1: 9,360 sq. ft., 118.48 ft. wide, no frontage  
 Lot Z-2: 9,360 sq. ft., 118.48 ft. wide, no frontage  
 Lot Z-3: 74,880 sq. ft., 118.48 ft. wide, no frontage  
 Lot Z-4: 74,880 sq. ft., 118.48 ft. wide, no frontage

Lot Z-1: 9,360 sq. ft., 118.48 ft. wide, no frontage

Lot Z-2: 9,360 sq. ft., 118.48 ft. wide, no frontage

Lot Z-3: 74,880 sq. ft., 118.48 ft. wide, no frontage

Lot Z-4: 74,880 sq. ft., 118.48 ft. wide, no frontage

### ◆ Current Zoning and Land Use

C-2; the site is vacant and wooded

◆ **Surrounding Zoning and Land Use**  
M-1 zoning is located to the north and adjacent to the Almedia Road side; C-2 zoning is also adjacent to the Almedia Road side and to the south; R-1A zoning is adjacent to the west side.

M-1 zoning is located to the north and adjacent to the Almedia Road side; C-2 zoning is also adjacent to the Almedia Road side and to the south; R-1A zoning is adjacent to the west side.

Railroad tracks are located to the north; vacant, wooded tracts are adjacent to the south; industrial uses are located to the east side fronting on Almedia Road; a large vacant and partially cleared lot is adjacent to the west (proposed location of Almedia Gardens Subdivision).

### ◆ Flood Zone and Elevation

Current flood zone A99 / DFIRM AE 5

◆ **Plan 2030 Recommendation**  
*General Commercial:* The General Commercial category includes sites for commercial uses that provide a mix of business activities and that serve the community as a whole. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. In general, this designation applies to most commercial uses that are permitted in the C-2 (General Commercial – Retail) and all of the uses permitted in the C-3 (Highway Commercial) zoning districts.

**General Commercial:** The General Commercial category includes sites for commercial uses that provide a mix of business activities and that serve the community as a whole. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. In general, this designation applies to most commercial uses that are permitted in the C-2 (General Commercial – Retail) and all of the uses permitted in the C-3 (Highway Commercial) zoning districts.

◆ **Traffic Access**  
The existing parcel is landlocked, and each lot created out of this resubdivision will remain landlocked. No servitudes of access are proposed.

**Frame Access**  
The existing parcel is landlocked, and each lot created out of this resubdivision will remain landlocked. No servitudes of access are proposed.

The purpose of this resubdivision is to arrange the lots to accommodate a right-of-way connecting the proposed Almedia Gardens Subdivision to Almedia Road (2022-1-MAJ). If Almedia Gardens Subdivision is developed as planned, this right-of-way will run through proposed Lots Z-1 and Z-2, providing street frontage for Lots Z-3 and Z-4.

Lots Z-1 and Z-2 are likely to be part of an act of dedication for Almedia Gardens Subdivision, transferring the proposed right-of-way to the Parish.

◆ **Utilities**

Any necessary sewer, water, and/or other utility extensions, relocations, or modifications must be made at the property owner's/developer's expense.

◆ **Development History**

The subject site is depicted as Lot Z on a 1920 map of Almedia Plantation, the deeds to which describe two separate 117 ft. wide pieces.

The Department has no record of permits or uses on the site.

APPLICABLE REGULATIONS

**Appendix A. Section VI. Zoning District Criteria**

[III.] C-2 *General commercial district*— Retail sales:

2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty (20) feet
    - (2) Side - five (5) feet
    - (3) Rear - ten (10) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
3. Transportation Requirements: Arterial
4. Special Provisions:
  - a. Where any commercial use in a C-2 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

**Appendix C. Section II. Subdivision Procedure**

**C. Minor Resubdivisions.**

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. **The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations.** The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
  - l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

**Appendix C. Section III. Geometric Standards B. Blocks**

3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations. When the subdivision of a parcel of land does not permit a normal street arrangement due to size or location of the land, there may be established a street with a cul-de-sac or turning circle which provides proper access to all lots. A cul-de-sac or turning circle, as described in Section III.A.2.e., shall be required at the end of dead end streets when the length of the dead end street exceeds the width of two (2) lots.



**Appendix C. Section II. Subdivision Procedure E.4.**

- c. Waiver or Modification of Specific Subdivision Regulations. Should the Director discover that specific aspects of the submitted Preliminary Plat fail to conform to the regulations contained in this ordinance, he may choose to forward the proposal for formal consideration by the Planning Commission and Parish Council if the literal enforcement of one or more provisions of the ordinance: (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or modification of existing regulations. Any application for Preliminary Plat approval which contains a request for a waiver or modification of any subdivision regulation shall contain a specific reference to the request and state the reasons that the request be granted. The Planning Commission, with a supporting resolution of the Council, may grant a waiver or modification of these regulations only when such requests meet the conditions of this subsection (i, ii) and are not detrimental to the public interest.

**ANALYSIS**

The applicant requests a resubdivision of two parcels into four lots, Z-1, Z-2, Z-3, & Z-4. Each lot would meet the minimum 6,000 sq. ft. area for a lot in the C-2 zoning district, however, none of the lots is arranged to have any portion adjacent to a developed, public street.

The applicants submitted a request for a waiver from the arrangement requirement, stating that the smaller lots are being created for a developer to purchase to design a new road for access from Almedia Road to a new major subdivision. The remaining larger lots would benefit from being arranged with frontage on this new road.

A Preliminary Plat and engineering studies and reports for Almedia Gardens Subdivision is under review by Parish Staff and representatives of Public Works and Waterworks (2022-1-MAJ). The preliminary plat shows a right-of-way from Almedia Road, through proposed Lots Z-1 and Z-2, connecting to the street network of the subdivision.

The department has no objection to waving the arrangement requirement for the lots; however, the minor subdivision plat requires several revisions in order to meet the minimum standards for a minor subdivision plat including the following:

- Add the location of the property in a vicinity map
- Add names and addresses of current owners (outside the lot graphics)
- Correct year in the recordation block
- Signature line for the Parish Council Chair
- Depict the existing lot lines and property lines (show the full extent of Lot Z)
- Re-title as a resubdivision survey
- Add Note I
- Correct typo in Note J (relocations's)
- Add a graphic scale and/or correct the scale
- Add "(side)" to 'Almedia Road"
- Remove or revise the General Note regarding angles
- Remove "perimeter survey" the general notes

At the time of this writing the department has requested revisions from the applicant and the surveyor.

**DEPARTMENT RECOMMENDATION**

**Postpone.**

## APPROVALS

ST CHARLES PARISH PLANNING AND ZONING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

ST CHARLES PARISH COUNCIL CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

ST CHARLES PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 IN COB \_\_\_\_\_

ENTRY #: \_\_\_\_\_ DATE: \_\_\_\_\_  
BOOK #: \_\_\_\_\_ PAGE #: \_\_\_\_\_

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE SOLELY AT THE LOT OWNER'S EXPENSE.

NO LOT CREATED BY THIS ACT OF SUBDIVISION SHALL BE DIVIDED IN SUCH A WAY THAT ANOTHER NET INCREASE IN THE NUMBER OF LOTS OCCURS FOR A PERIOD OF TWO YEARS.

ALMEDIA ROAD (SIDE)

RIVER ROAD (SIDE)

S 64°15'33" W

118.48'

118.48'

LOT Z

Z-3

VACANT

74880 Sq. Feet

Z-4

VACANT

74880 Sq. Feet

Marie M. DiGiovanni, LLC #2  
c/o Marcel DiGiovanni, Jr.  
14 Chuckwagon Lane  
St. Rose, LA 70087Sue Cutrer Miller et al  
(Vitus Properties, LLC)  
P.O. Box 746  
Gulf Breeze, FL 32562

720.00' N 16°40'55" W

640.00'

640.00'

N 16°40'55" W

720.00' N 16°40'55" W

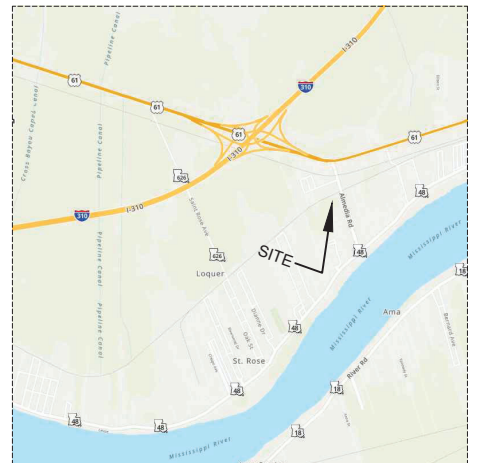
640.00'

RIVERVIEW DRIVE (SIDE)

118.48' 118.48' 80.00' 80.00' 118.48' 118.48' 80.00' 80.00' 155.95' 392.90' S 64°15'33" W

NOW OR FORMALLY  
NO OWNER LISTED  
NOT-A-PART

CN RAILROAD



## RESUBDIVISION SURVEY OF:

RESUBDIVISION SURVEY OF LOT Z  
INTO LOTS Z-1, Z-2, Z-3 & Z-4.  
ALMEDIA PLANTAION,  
ST ROSE, ST CHARLES PARISH

## ELEVATION NOTE:

THIS IS CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER:  
FIRM MAP DATED: JUNE 16, 1992  
FLOOD ZONE: A99 & AE  
BASE FLOOD ELEVATION: N/A AND AE(+).5  
MAP PANEL No.: 220160 0150 C

## GENERAL NOTES

NOTE: ALL ANGLES ARE BASED ON REFERENCE PLAN.

ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1  
REFERENCE PLAN #1: A PLAN OF SURVEY BY SHELDON DATED DECEMBER 20, 1910

THE SERVITUDES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.

THIS IS TO CERTIFY THAT THE PROPERTY BOUNDARY SURVEY RECORDED HEREON WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS STIPULATED IN LOUISIANA ADMINISTRATIVE CODE TITLE: 46:XXI, CHAPTER 25 FOR A CLASS "C" (SUBURBAN) SURVEY

MADE AT THE REQUEST OF WAYNE WADDELL

BY: C. Randall Dixon

KLS Group Inc.

SURVEYING - CONSTRUCTION LAYOUT  
3D SCANNING & MODELING - ELEVATION CERTIFICATES  
5118 Storey St. Elmwood, LA 70123  
P: 504-302-0991 F: 504-539-3712  
INFO@KLSGROUPINC.COM  
Certified WBE

DATE: NOVEMBER 11, 2021

DRAWN BY: JWK

SCALE: 1" = 100'

CHECKED BY: CRD

JOB #: 10428-21

SHEET #1 OF 1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Case Number: 2022-8-MIN

Members of the St. Charles Parish Planning Commission:

This minor resubdivision request does not meet all requirements of the St. Charles Parish Subdivision Regulations of 1981, specifically:

- **Section III.B.3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations.** When the subdivision of a parcel of land does not permit a normal street arrangement due to size or location of the land, there may be established a street with a cul-de-sac or turning circle which provides proper access to all lots. A cul-de-sac or turning circle, as described in Section III.A.2.e., shall be required at the end of dead end streets when the length of the dead end street exceeds the width of two (2) lots.

The literal enforcement of these provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question, which includes:

THE TWO LOTS WE WILL CREATE  
WITH THIS SUBDIVISION WILL BE  
USED TO PROVIDE A ROAD FROM  
ALMEDIA RD TO OUR PROPOSED  
NEW SUBDIVISION (ALMEDIA GARDENS).  
THE OTHER TWO LOTS CREATED BY THIS  
SUBDIVISION WILL BE ON THIS NEW STREET.

Please consider this waiver request with my application.

Thank you.

Applicant Signature: \_\_\_\_\_

Wayne F. Wardell

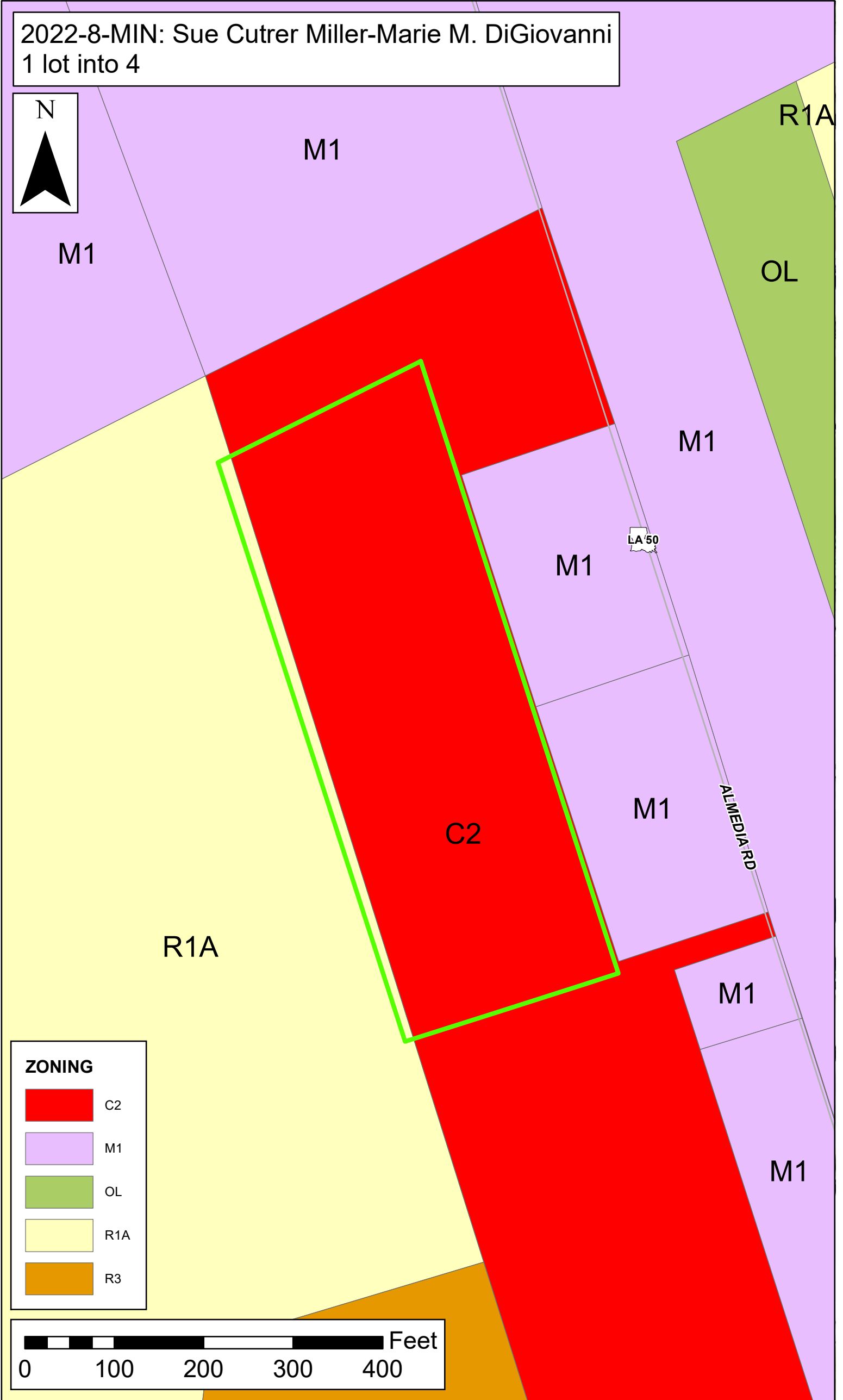
Date: 6-13-2022



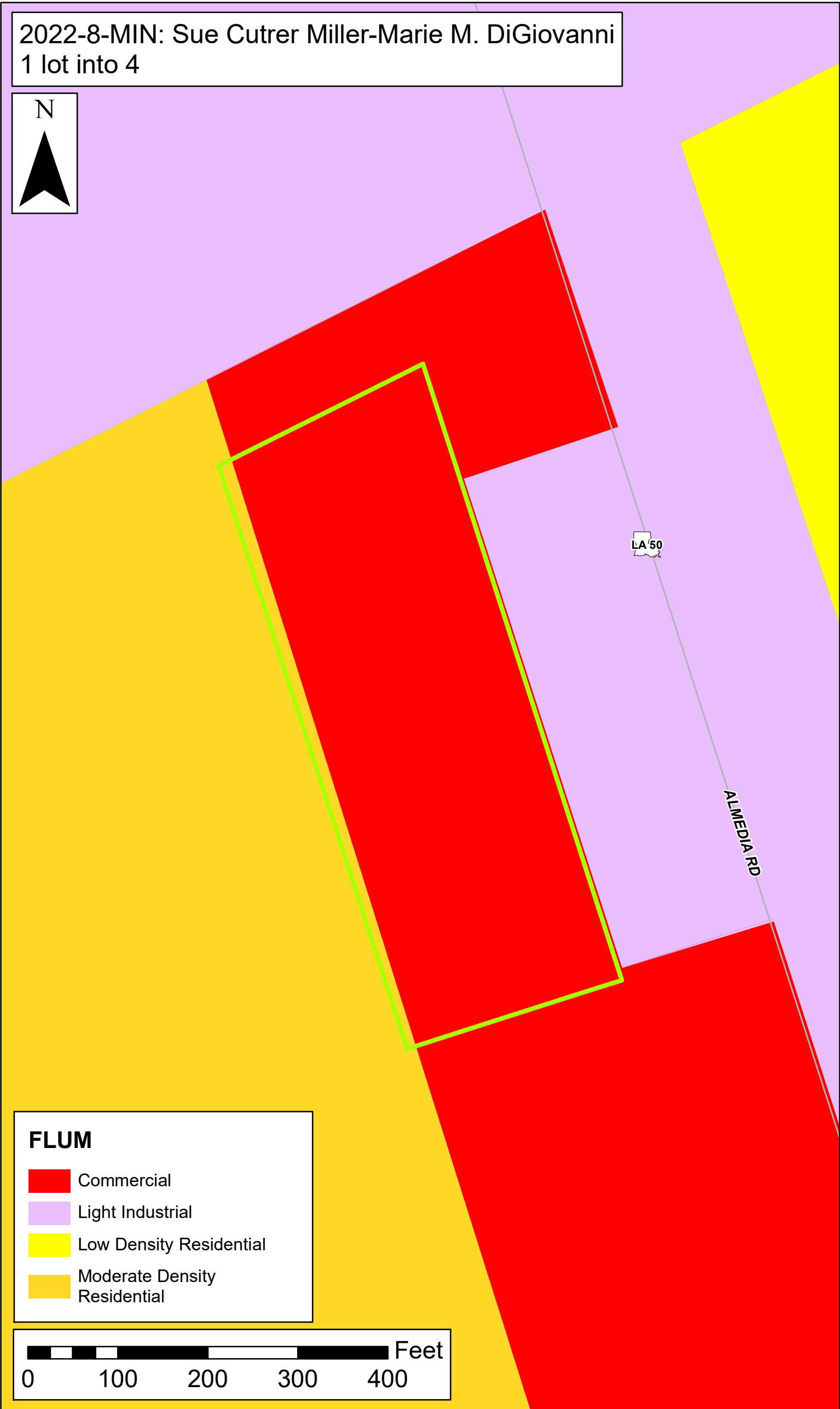




2022-8-MIN: Sue Cutrer Miller-Marie M. DiGiovanni  
1 lot into 4



2022-8-MIN: Sue Cutrer Miller-Marie M. DiGiovanni  
1 lot into 4



**FLUM**

-  Commercial
-  Light Industrial
-  Low Density Residential
-  Moderate Density Residential

0 100 200 300 400 Feet



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

<b>File #:</b>	2022-0223	<b>Version:</b>	1	<b>Name:</b>	Waiver 500' distance requirement to not less than 300' from protected buildings used exclusively as churches and allow issuing of a Class A-"R" alcohol license-Legacy Venue
<b>Type:</b>	Resolution	<b>Status:</b>			In Council - Resolutions
<b>File created:</b>	8/1/2022	<b>In control:</b>			Parish Council
<b>On agenda:</b>	8/1/2022	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution approving a waiver to reduce the five hundred foot (500') distance requirement to not less than three hundred feet (300') from protected buildings used exclusively as churches and allow issuing of a Class A-"R" alcohol license for Legacy Venue located at 737 Paul Maillard Road, Suite A, Luling as requested by Andrell Lockett.				
<b>Sponsors:</b>	Matthew Jewell, Department of Planning & Zoning				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2022-0223 Legacy Council Packet</a>				

Date	Ver.	Action By	Action	Result
8/1/2022	1	Parish President	Introduced	



MATTHEW JEWELL  
PARISH PRESIDENT

# ST. CHARLES PARISH

## DEPARTMENT OF PLANNING AND ZONING

May 31, 2022

Andrell B. Lockett  
87 River Park Drive  
Hahnville, LA 70057

**RE: Zoning Clearance for an Alcoholic Beverages License**

As required by Section 3.2 of the St. Charles Parish Code of Ordinances, the St. Charles Parish Department of Planning and Zoning reviewed the requested location for issuance of a liquor license.

The location, **Legacy Venue & Restaurant, 737 Paul Maillard Road, Suite A, Luling** is within 500 ft. of a protected use.

Zoning Clearance for a **Class A-"R" (Restaurant)** permit cannot be given for this location.



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ST. CHARLES PARISH PLANNING DEPARTMENT





# St. Charles Parish

## Department of Planning and Zoning

14998 River Road • PO Box 302, Hahnville, LA 70057  
Phone: 985.783.5080 • Fax: 985.783.6447

### ZONING CLEARANCE ALCOHOLIC BEVERAGE BUSINESS LICENSING

Applicant: Andreil B. Lockrett & Kentrell J. Lockrett  
Address: 87 River Park Dr. Hahnville, La. 70057  
Phone #: 504)382-1405 Email: aeventpro@yahoo.com  
Name of business to be licensed: Legacy Venue & Restaurant  
Address to be licensed: 737 Paul Mallard Rd. Suite A - Luling La 70070  
Lot: \_\_\_\_\_ Square: \_\_\_\_\_ Subdivision: \_\_\_\_\_  
Zoning District: \_\_\_\_\_

#### Type of License:

☐ Class A (On-Premises)

☒ Class A-"R" (Restaurant)

☐ Class B (Off-Premises)

[Signature]  
Signature of property owner

[Signature]  
Signature of applicant

5/24/22  
Date

5/24/22  
Date

### COMPLETE THIS SECTION IF SURVEYOR CERTIFICATION REQUIRED

A Licensed Surveyor may be required to certify the measurement and path per Chapter 3 Alcoholic Beverages (attached) and the following court cases:

- B.D. Grand, Inc. vs. St. Charles Parish, 713 So2d 846 (La.App. 5th Cir. 1998. Writ Denied 726 So2d 32)
- Morvant vs. St. Charles Parish, 658 So.2d 21 (La.App. 5th Cir. 1995, 778 So2d 1284, 2001)

Distance from front door to protected use: \_\_\_\_\_ Protected Use(s): \_\_\_\_\_  
Verified by Planning Dept. \_\_\_\_\_ Date: \_\_\_\_\_

### CERTIFICATION BY LICENSED SURVEYOR OR ENGINEER

I hereby certify that the location described above meets all provisions of the St. Charles Parish Code of Ordinances Chapter, 3, Article I, Section 3-1 with regard to distance from public playgrounds, churches, synagogues, public libraries, playgrounds, licensed day care centers, and schools as indicated on the attached illustration which shows the path of measurement.

Stephen P. Flynn, PLS  
Signature and Seal  
June 17, 2022  
Date



## Chapter 3 ALCOHOLIC BEVERAGES\*

\*Cross references: Licenses, taxation and miscellaneous businesses regulations, Ch. 13

State law references: Alcoholic beverages generally, R.S. Tit. 26; local regulatory authority, R.S. 26:494.

### ARTICLE I. IN GENERAL

#### Sec. 3-1. Location restrictions.

- (a) It shall be unlawful for any person to conduct an alcoholic beverage business within five hundred (500) feet of a public playground or a building used exclusively as a church, synagogue, public library, playground, licensed day care centers, school, except a school for business education conducted as a business college.
- (b) If the area affected by this section is undeveloped and there are no sidewalks, the measurement of the distance set forth in subsection (a) hereof shall be in a straight line from nearest point to nearest point of property lines. In developed areas, this distance shall be measured as a person walks using the sidewalk from the nearest point of the property line of the church, synagogue, public library, playground, licensed day care centers or school to the nearest point of the premises to be licensed.
- (c) The provisions of this section do not apply to any premises which are maintained as a bona fide hotel, railway car, or fraternal organization, nor to any licensed drugstores which are licensed under state law to sell alcoholic beverages. The provisions of this section shall not apply to any premises which has been licensed to deal in alcoholic beverages prior to the adoption of this section.
- (d) Should any property licensed to deal in alcoholic beverages be located within a distance less than that provided for in this section from property which is purchased or acquired after the license was obtained and permit issued for the construction, erection, movement or development of a public playground, or a building used exclusively as a church, synagogue, public library, playground, licensed day care centers or school, except a school for business education conducted as a business college or school, such subsequent purchase or acquisition shall not be grounds for the revocation, withholding, denial or refusal to renew the license on said premises.
- (e) Any person violating the provisions of this section shall be punished by a fine of not more than two hundred fifty dollars (\$250.00) or imprisonment in the parish jail for not more than thirty (30) days, or both, at the discretion of the court. Each day's conduct of a beverage business in violation of this section shall constitute a separate offense and/or violation thereof.  
(Code 1970, §§ 3-6--3-9; Ord. No. 83-12-10, § VI, 12-19-83; Ord. No. 05-5-6, § I, 5-16-05)  
State law references: Location restrictions, R.S. 26:80, 26:280; general statutory maximum for penalty for ordinance violations, R.S. 33:1243.

#### Sec. 3-2. Approval of location by department of planning and zoning.

On application to the department of planning and zoning, applicants for permits for establishments which will dispense alcoholic beverages shall be informed by the department that their location will not allow the issuance of a license to sell alcoholic beverages, if such is the case. It shall be unlawful for the department of planning and zoning to grant approval of an application for a location for the consumption or dispensation of alcoholic beverages in the parking area, or surrounding areas, of such businesses.

(Ord. No. 83-12-10, § VII, 12-19-83; Ord. No. 94-7-5, § I, 7-5-94)

Editor's note: Ord. No. 83-12-10, adopted Dec. 19, 1983, did not specifically amend this Code; hence inclusion of § VII as § 3-2 was at the discretion of the editor. Cross ref: Zoning, App. A.



## **St. Charles Parish**

### **Department of Planning and Zoning**

14996 River Road • PO Box 302, Hahnville, LA 70057  
Phone: 985.783.5060 • Fax: 985.783.6447

### **Request for Zoning Compliance For an Alcoholic Beverage Sales**

#### **DISTANCE WAIVER REQUEST**

Applicant may request a waiver from 500' to not less than 300' from a protected use for the sale of alcohol beverages in restaurants with a class A-R alcoholic beverage permit pursuant to Ord. 12-2-1.

#### **Requirements:**

1. Applicant shall submit a complete application requesting Zoning Compliance for Alcoholic Beverage Sales.
2. Submit survey prepared by a licensed surveyor indicating the premise to be licensed is not less than 300 feet from the protected church, synagogue, public library, playground, licensed day care center or school.
3. The path of measurement with all line segment distances included on the survey.
4. A letter from the protected organization waiving opposition to the issuance of an alcohol permit for the applicant's business.

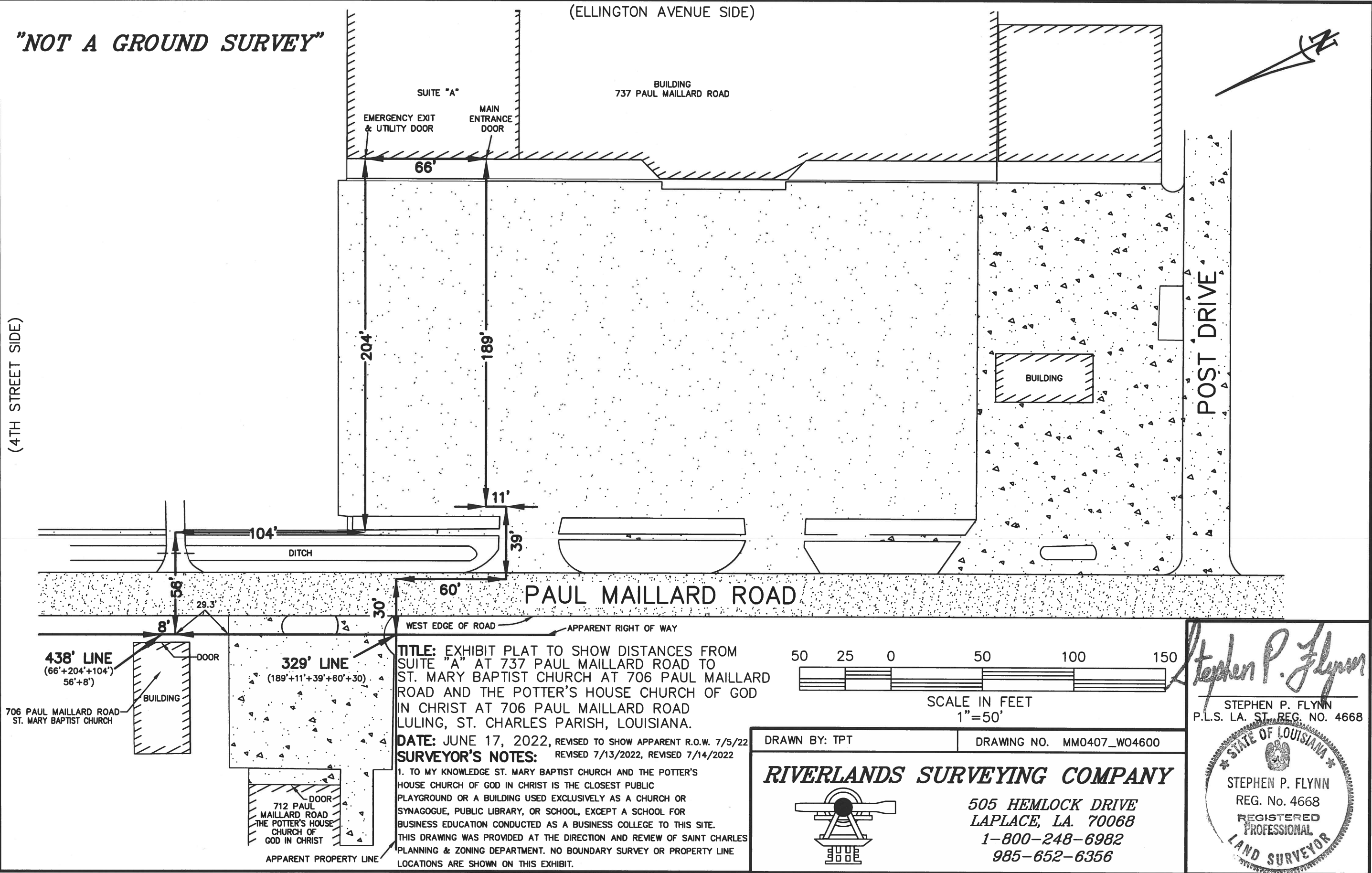
#### **Process:**

1. The Planning Department will review the documents for accuracy
2. The request and documents will be forwarded to the Parish Council for consideration
3. Upon approval by resolution of the Parish Council the Planning Department will issue an alcohol compliance letter.

"NOT A GROUND SURVEY"

(ELLINGTON AVENUE SIDE)

(4TH STREET SIDE)



The Potter's House Church Of God In Christ, Inc.  
712 Paul Maillard Road  
Luling, Louisiana 70070  
Email: [pottershouse\\_cogic@yahoo.com](mailto:pottershouse_cogic@yahoo.com)  
Pastor Rickey R. Revader - Cell: 504.915.6758

July 10, 2022

Reference: Legacy

To Whom It May Concern:

This letter is to inform the Council and Planning & Zoning that The Potter's House Church does not oppose of Legacy to obtain an alcohol beverage license.

If you have any questions, feel free to contact me at the above email address or phone number.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Revader', with a long horizontal flourish extending to the right.

Pastor Rickey R. Revader  
RRR/awr

June 8, 2022

St. Mary Baptist Church  
706 Paul Maillard Road  
Luling, La. 70070  
985-785-8756

Reference: Legacy

Dear Planning & Zoning,

I am writing this letter on behalf of Legacy a business located directly across Paul Maillard from our church. I would like to inform the Zoning Board that St. Mary's Baptist church do not oppose the business in anyway. We feel that the business will be a great addition to the corridor. If you have any questions, I can be reached at 504) 289-1747.

Sincerely Yours



Rev. Renard Dabney Sr.



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0179    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Civil Service Board  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 6/20/2022    **In control:** Parish Council  
**On agenda:** 8/1/2022    **Final action:**  
**Enactment date:** Yes

**Title:** A resolution to appoint a member to the St. Charles Parish Civil Service Board.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
7/18/2022	1	Parish Council	Deferred	
7/5/2022	1	Parish Council	Deferred	
6/20/2022	1	Parish Council	Vacancy Announced	
7/22/2019	1	Parish Council	Enacted Legislation	