



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Julia Fisher-Perrier**  
**Councilmembers Wendy Benedetto, Paul J. Hogan,**  
**Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,**  
**William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher**

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

**Monday, March 11, 2019**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

### CALL TO ORDER

### PRAYER / PLEDGE

*Pastor Allen C. LaGrange, Sr.*  
*True Vine Baptist Church, Hahnville*

### APPROVAL OF MINUTES

*Regular Meeting – February 4, 2019*

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

- 1     [2019-0057](#)     In Recognition: Reverend Allen C. LaGrange, Sr., Pastoral Retirement Celebration  
  
      Sponsors:     Mr. Cochran and Mr. Wilson  
      Attachments:     [2019-0057 Reverend Allen C. LaGrange](#)
  
- 2     [2019-0058](#)     In Recognition: 2018 Babe Ruth 8U State and Southwest Regional Champions  
  
      Sponsors:     Mr. Wilson  
      Attachments:     [2019-0058 8U Girls All-stars](#)
  
- 3     [2019-0059](#)     In Recognition: 2018 Babe Ruth 10U State and Southwest Regional Champions  
  
      Sponsors:     Mr. Gibbs  
      Attachments:     [2019-0059 10U Girls All-stars](#)
  
- 4     [2019-0060](#)     Proclamation: "Problem Gambling Awareness Month"  
  
      Sponsors:     Ms. Fisher-Perrier  
      Attachments:     [2019-0060 Gambling Awareness](#)

- 5     [2019-0062](#)     Proclamation: "Lions Month in St. Charles Parish"

Sponsors:     Mr. Woodruff

Attachments:     [2019-0062 Lions Month](#)

- 6     [2019-0063](#)     Proclamation: National Kidney Month in St. Charles Parish

Sponsors:     Mr. Cochran

Attachments:     [2019-0063 National Kidney Month](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2019-0064](#)     Cox Communications presents Parish President Cochran and parish employees an article published in Biz Nola Magazine highlighting the Parish's latest technology known as the Supervisory and Control Data Acquisition System (SCDA) which remotely monitors and controls pump stations throughout the Parish.

Sponsors:     Mr. Cochran

[2019-0065](#)     Department of Wastewater

Attachments:     [2019-0065 Wastewater Council Presentation 2019](#)

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, March 25, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 7     [2019-0055](#)     An ordinance to approve and authorize the execution of a professional service contract with Murray Architects, for providing all necessary professional architectural services for a new electrical building behind the Public Works Office in Destrehan. (Parish Project Number P190203).

Sponsors:     Mr. Cochran and Department of Public Works

Attachments:     [2019-0055 Murray Architects Agreement Electrical Building](#)

[2019-0055 Murray Proposal Electrical Building](#)

- 17    [2019-0056](#)    An ordinance to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S - R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

**Sponsors:**    Mr. Cochran and Department of Public Works

**Attachments:**    [2019-0056 Temporary Construction Servitude Parcel 5-1](#)  
[2019-0056 H.00320 Stamped Temporary Consuction Servitude Maps 05292018](#)

- 26    [2017-0260](#)    An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

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

**Attachments:**    [2017-0260-3-11-19 Listing Agreement.Amended.FINAL](#)  
[2017-0260 Listing Agreement.Amended.8.10.17 \(004\)](#)

**Legislative History**

8/14/17	Parish President	Introduced
8/14/17	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
8/28/17	Parish Council	Public Hearing Requirements Not Satisfied
	Chief Administrative Officer Billy Raymond spoke on the matter.	
8/28/17	Parish Council	Postponed Indefinitely
8/28/17	Parish Council	Postponed Indefinitely

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

- 30    [2019-0042](#)    An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "**NO PARKING**" signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

**Sponsors:**    Mr. Hogan

**Attachments:**    [2019-0042 no parking - map-Touchard & Easy - PDF.pdf](#)

**Legislative History**

- |  |         |                   |  |
|--|---------|-------------------|--|
|  | 2/18/19 | Council Member(s) | Introduced   |
|  | 2/18/19 | Parish Council    | Publish/Scheduled for Public Hearing to the Parish Council |
- 32**    [2019-0044](#)    An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.
- Sponsors:**    Mr. Hogan
- Attachments:**    [2019-0044 PACKAGE-rescind Resolution No. 6392 - PDF.pdf](#)
- Legislative History**
- |  |         |                   |  |
|--|---------|-------------------|--|
|  | 2/18/19 | Council Member(s) | Introduced   |
|  | 2/18/19 | Parish Council    | Publish/Scheduled for Public Hearing to the Parish Council |
- 34**    [2019-0051](#)    An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.
- Sponsors:**    Mr. Cochran and General Government Buildings
- Attachments:**    [2019-0051 Change Order](#)
- Legislative History**
- |  |         |                  |  |
|--|---------|------------------|--|
|  | 2/18/19 | Parish President | Introduced   |
|  | 2/18/19 | Parish Council   | Publish/Scheduled for Public Hearing to the Parish Council |
- 37**    [2019-0052](#)    An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.
- Sponsors:**    Mr. Cochran and Department of Emergency Preparedness
- Attachments:**    [2019-0052 HMP Contract](#)
- Legislative History**
- |  |         |                  |  |
|--|---------|------------------|--|
|  | 2/18/19 | Parish President | Introduced   |
|  | 2/18/19 | Parish Council   | Publish/Scheduled for Public Hearing to the Parish Council |



- 64**    [2019-0053](#)    An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

**Sponsors:**    Mr. Cochran and Department of Animal Control

**Legislative History**

2/18/19            Parish President            Introduced

2/18/19            Parish Council            Publish/Scheduled for Public Hearing to the Parish Council

- 75**    [2019-0054](#)    An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

**Sponsors:**    Mr. Wilson

**Attachments:**    [2019-0054\\_Dow Letterhead\\_0001.pdf](#)

**Legislative History**

2/18/19            Council Member(s)            Introduced

2/18/19            Parish Council            Publish/Scheduled for Public Hearing to the Parish Council

## ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

- 76**    [2019-0025](#)    A resolution to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**Sponsors:**    Mr. Hogan

**Attachments:**    [2019- 0025 PACKAGE-rescind Resolution No. 6392 - PDF.pdf](#)

*[This proposed resolution was tabled on February 4, 2019.]*

**Legislative History**

2/4/19            Council Member(s)            Introduced

2/4/19 Parish Council Tabled.  
 Councilman Gibbs motioned, seconded by Councilwoman Clulee to Table File No. 2019-0025.  
 Councilman Hogan asked Chairman Fisher-Perrier for discussion.  
 Chairman Fisher-Perrier stated there is a motion and a second on the floor for this resolution, please cast your votes.  
 Chairman Fisher-Perrier called Councilman Hogan out of order.  
 Councilman Hogan called Point of Order stating you cannot move forward until the Point of Order is clarified.  
 Councilman Gibbs called for the vote.  
 Chairman Fisher-Perrier asked for Councilman Hogan to be escorted out of the Chambers for being out of order.  
 Chairman Fisher-Perrier responded to Councilman Hogan's Point of Order.

Public comment not opened

Councilman Hogan was marked absent on the motion to Table File No. 2019-0025 due to being escorted out of the Chambers.

2/4/19 Parish Council Tabled.

2/18/19 Parish Council Remained Tabled

Councilman Hogan motioned to remove File No. 2019-0025 from the Table.  
 Motion failed for the lack of a second.

**130** [2019-0049](#)

A resolution requesting that the Administration hire a firm to conduct a Phase I Environmental Study on the property proposed for donation for the new Des Allemands Boat Launch, that it advises the Council of who is selected to perform the study upon the selection being made, that it advises of the date they are released to begin the study, and that it provides a copy of the completed study upon it being provided to the administration, and provided there are no significant findings, that the administration immediately takes the steps needed to hire a surveyor to perform a land survey of the property and that it advises the Council of the surveyor selected once one has been selected.

**Sponsors:**

Mr. Hogan

*[This proposed resolution was tabled on February 18, 2019.]*

**Legislative History**

2/18/19	Council Member(s)	Introduced
2/18/19	Parish Council	Tabled.
	Public comment not opened	
2/18/19	Parish Council	Tabled.

**PERSONS TO ADDRESS THE COUNCIL**

- 131    [2019-0067](#)    Mr. Paul J. Hogan, PE: Resolution 2019-0025, Resolution 6392, Subdivision Regulations, Failure of our Governmental System (completion of speech which was initiated at the 2-18-19 council meeting)

**Attachments:**    [2019-0067 HOGAN ADDRESS TO THE COUNCIL \(03-11-19\)](#)

**RESOLUTIONS**

- 132    [2019-0073](#)    A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

**Sponsors:**    Mr. Cochran and Department of Finance

**Attachments:**    [2019-0073 2019 LA Compliance Questionnaire Revised.pdf](#)

- 140    [2019-0074](#)    A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Diamond Green Diesel, LLC, Project ID: 20180432-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

**Sponsors:**    Mr. Cochran and Department of Economic Development and Tourism

- 141    [2019-0075](#)    A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Valero Refining-New Orleans, LLC, Project ID: 20180370-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

**Sponsors:**    Mr. Cochran and Department of Economic Development and Tourism

- 142    [2019-0066](#)    A resolution requesting the Department of Transportation and Development construct a left turn lane at 14841 Highway 90 in Paradis to protect residents and those traveling through the area and to improve traffic flow.

**Sponsors:**    Mr. Woodruff

- 143    [2019-0068](#)    A resolution requesting that the Louisiana Attorney General provide an Opinion with regards to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?" In other words, does the action of taking a vote to table constitute as an action on an agenda item which requires a public comment period prior to the council voting on whether or not to table?

**Sponsors:**    Mr. Hogan

- 144 [2019-0069](#) A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session.

**Sponsors:** Mr. Hogan

*[Per Parish Council Rule 19. – amending the Council Rules must lie over. Final Action Monday, March 25, 2019.]*

- 145 [2019-0070](#) A resolution to amend the Parish Council Rules to revise Rule 14. to add in part, that no member may speak until he has been recognized by the Chair following the member's activation of the "request to speak" function of the Granicus voting system and shall be given the floor in the order in which members activate the function.

**Sponsors:** Mr. Hogan

*[Per Parish Council Rule 19. – amending the Council Rules must lie over. Final Action Monday, March 25, 2019.]*

- 146 [2019-0071](#) A resolution to amend the Parish Council Rules to revise Rule 16. to state, should the Request to Speak function of the Granicus Voting system be out of commission during a meeting and two or more members request the floor at the same time, the presiding officer shall name the member who is to speak first.

**Sponsors:** Mr. Hogan

*[Per Parish Council Rule 19. – amending the Council Rules must lie over. Final Action Monday, March 25, 2019.]*

## APPOINTMENTS

- 147 [2019-0047](#) A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District V Representative.

*Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Tammy Windmann. Five (5) year term to begin April 1, 2019 and expire April 1, 2024.*

**Legislative History**

3/24/14	Parish Council	Enacted Legislation
	Ms. Tammy Windmann appointed to fill a term on the St. Charles Parish Library Board of Control on March 24, 2014, per Resolution No. 6073	
	Term: April 1, 2014 - April 1, 2019	
2/18/19	Parish Council	Vacancy Announced

**MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS**

*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 3/13/19, 7PM, Council Chambers*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 3/18/19, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher*

*LIBRARY BOARD OF CONTROL: Tuesday, 3/19/19, 6PM, Council Chambers*

*CIVIL SERVICE BOARD: Wednesday, 3/20/19, 6:30PM, Council Chambers*

*BOARD OF ADJUSTMENT (ZBA): Thursday, 3/21/19, 7PM Council Chambers*

*ST. CHARLES PARISH COUNCIL: Monday, 3/25/19, 6PM, Council Chambers*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

- 148    [2019-0072](#)    Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana

Sponsors:            Mr. Hogan

Attachments:        [2019-0072 #609 Memo - Public Equipment on Private Property \(01-24-19\).pdf](#)

**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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## Legislation Details

**File #:** 2019-0057    **Version:** 1    **Name:** In Recognition: Reverend Allen C. LaGrange, Sr., Pastoral Retirement Celebration

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Reverend Allen C. LaGrange, Sr., Pastoral Retirement Celebration

**Sponsors:** Lawrence 'Larry' Cochran, Terrell D. Wilson

**Indexes:**

**Code sections:**

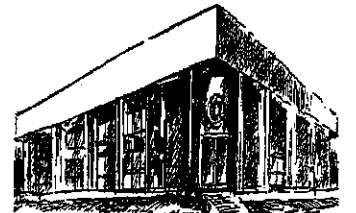
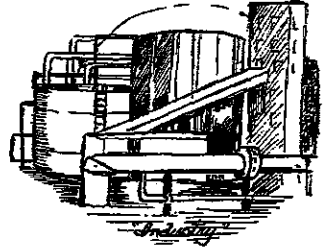
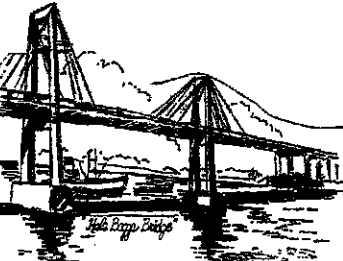
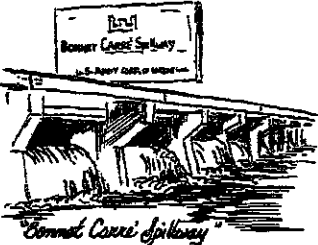
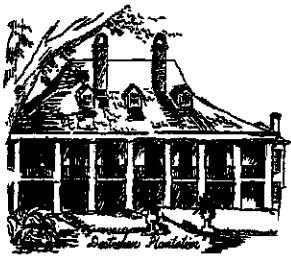
**Attachments:** [2019-0057 Reverend Allen C. LaGrange](#)

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

March 11, 2019

## IN RECOGNITION




**WHEREAS, Reverend Allen C. LaGrange, Sr.,** a resident of Boutte, Louisiana, lives with his wife of 46 years, Irma, and has 10 children, (1 deceased); 27 grandchildren, (2 deceased); 57 great-grandchildren; and 6 great-great grandchildren; and,  
**WHEREAS, Reverend LaGrange** is a native of Lucy, Louisiana, born October 10, 1934 to the late Freddie and Lucille August LaGrange. He is the brother of Fabiola L. Louis of Edgard, and the late Margaret L. Lay; and,  
**WHEREAS, Reverend LaGrange** was baptized in May of 1972 by Reverend S.W. Harris at True Vine Baptist Church in Hahnville, where he joined the choir; and,  
**WHEREAS, Reverend LaGrange,** answered God's call and was licensed to preach the gospel on April 12, 1987. He was ordained on April 29, 1989 by Reverend S.W. Harris and auspices of the Second District Missionary Baptist Association of Louisiana, Incorporated; and,  
**WHEREAS, Reverend LaGrange** attended Christian Bible College where he received a Bachelor and Master's Degree in Theology. He went on to continue his education and graduated in 1992 with a Doctoral Degree in Theology; and,  
**WHEREAS, Reverend LaGrange** is the first Vice-President of Second District Missionary Baptist Association of Louisiana, Incorporated. He is also a member of the Greater Louisiana Baptist Convention and the National Baptist Convention USA, Incorporated; and,  
**WHEREAS, Reverend LaGrange** is the oldest living Baptist Minister in St. Charles Parish. He was the full-time Pastor of True Vine Baptist Church of Hahnville where he served as Pastor for approximately 25 years; and,  
**WHEREAS, Reverend LaGrange** retired as Pastor on December 31, 2018, and is now Pastor Emeritus.  
**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby offer this tribute and recognition to


### REVEREND ALLEN C. LAGRANGE, SR. PASTORAL RETIREMENT CELEBRATION PASTOR EMERITUS TRUE VINE BAPTIST CHURCH OF HAHNVILLE


"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.

  
LARRY COCHRAN  
PARISH PRESIDENT

  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARY K. CULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI.

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

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## Legislation Details

**File #:** 2019-0058    **Version:** 1    **Name:** In Recognition: 2018 Babe Ruth 8U State and Southwest Regional Champions

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: 2018 Babe Ruth 8U State and Southwest Regional Champions

**Sponsors:** Terrell D. Wilson

**Indexes:**

**Code sections:**

**Attachments:** [2019-0058 8U Girls All-stars](#)

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

March 11, 2019

## IN RECOGNITION

**WHEREAS**, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS**, the St. Charles Parish Girls Babe Ruth 8U All-Star Team have excelled in the 2018 All-Star Softball Season; and,

**WHEREAS**, the team went undefeated in the Babe Ruth State Tournament held in St. Charles Parish, Louisiana, June 20-24, 2018, allowing them to advance to the Southwest Regional Tournament; and,

**WHEREAS**, they went undefeated in the Babe Ruth Southwest Regional Tournament held in Mountain Home, Arkansas, July 3-8, 2018, allowing them to advance to the Babe Ruth World Series; and,

**WHEREAS**, July 28 - August 5, 2018, the team participated in the 2018 Babe Ruth Softball World Series held in Treasure Coast, Florida; and,

**WHEREAS**, members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish Girls Babe Ruth 8U All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

### THE ST. CHARLES PARISH 8U ALL-STARS

Sophie Baudouin, Callie Bordelon, Katie Bordelon, Jai Bright, Chloe Burford, Avery Danos, Jazmyn Dent, Jordyn Dent, Braelynn Ford, Rylee Larousse, Addyson Robin, Vali Rupert, and Rylee Villasenor

Head Coach: Steven Burford

Assistant Coaches: Scott Bordelon, Kelly Burford,  
and Johnny Rupert

as

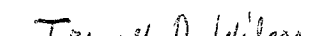
### 2018 BABE RUTH 8U

### STATE AND SOUTHWEST REGIONAL CHAMPIONS


*"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.

  
LARRY COCHRAN  
PARISH PRESIDENT

  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

  
TERRELL D. WILSON  
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COUNCILMAN, DISTRICT III

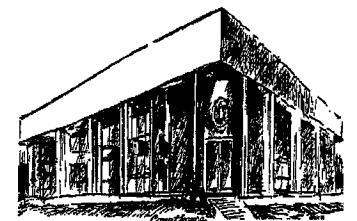
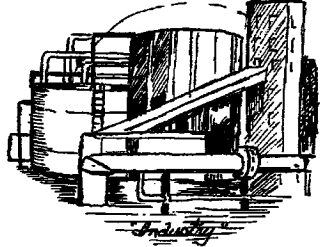
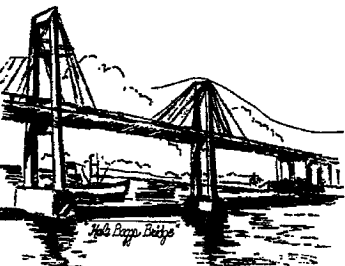
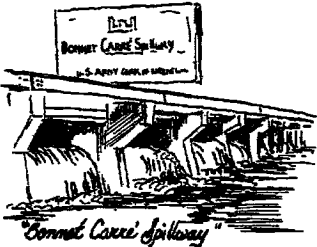
  
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JULIA FISHER-PERRIER  
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## Legislation Details

**File #:** 2019-0059    **Version:** 1    **Name:** In Recognition: 2018 Babe Ruth 10U State and Southwest Regional Champions  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** In Recognition: 2018 Babe Ruth 10U State and Southwest Regional Champions  
**Sponsors:** John R. 'Dick' Gibbs  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0059 10U Girls All-stars](#)

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

March 11, 2019

## IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 10U All-Star Team, "Southern Chaos" have excelled in the 2018 All-Star Softball Season; and,

WHEREAS, Southern Chaos finished first in the Babe Ruth State Tournament held in St. Charles Parish, Louisiana, June 20-24, 2018, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, they went undefeated in the Babe Ruth Southwest Regional Tournament held in Mountain Home, Arkansas, July 3-8, 2018, allowing them to advance to the Babe Ruth World Series; and,

WHEREAS, July 28 - August 5, 2018, the team finished fourth out of 14 teams in the 2018 Babe Ruth Softball World Series held in Jensen Beach, Florida; and,

WHEREAS, members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish Girls Babe Ruth 10U All-Star Team and their Coaches.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE

### THE ST. CHARLES PARISH 10U ALL-STARS SOUTHERN CHAOS

Addison Agnelly, Jordyn Chaix, Zoe Hartley, Emma Jackson, Brazzi Jacob, Alaejah Jupiter, Taylor Lindsey, Riley Perilloux, Grace Rome, Kylie Spurgeon, Alayna Vicknair, and Addison Walton

Head Coach: John Rome

Assistant Coaches: Kenny Perilloux, Robert Spurgeon  
and Terry Vicknair

as

### 2018 GIRLS BABE RUTH 10U STATE AND SOUTHWEST REGIONAL CHAMPIONS

"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.

LARRY COCHRAN  
PARISH PRESIDENT

PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

MARY K. GULEE  
COUNCILWOMAN, DISTRICT II

DICK GIBBS  
COUNCILMAN, DISTRICT III

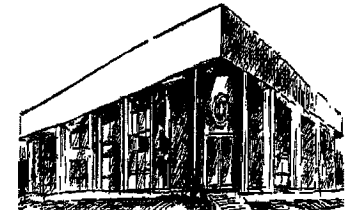
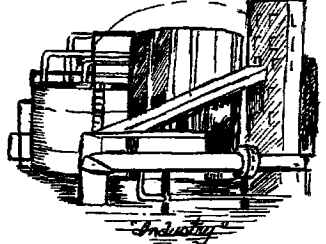
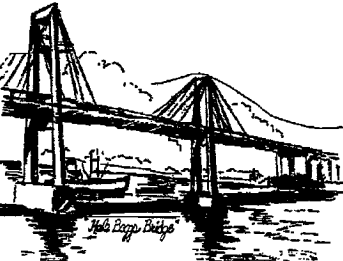
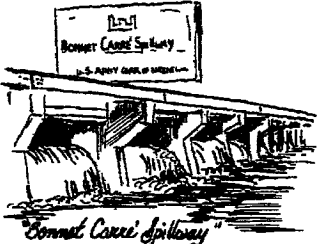
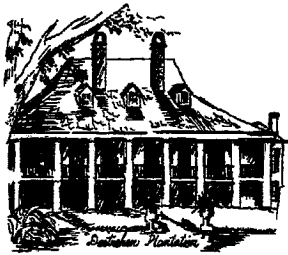
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2019-0060    **Version:** 1    **Name:** Proclamation: "Problem Gambling Awareness Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "Problem Gambling Awareness Month"  
**Sponsors:** Julia Fisher-Perrier  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0060 Gambling Awareness](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** problem gambling is a public health concern affecting millions of Americans of all ages, races, and ethnic backgrounds in all communities causing a significant societal and economic cost; and,

**WHEREAS,** promoting awareness provides individuals in the problem gambling community an opportunity to educate the public and policymakers about the social and financial effectiveness of services available for problem gambling; and,

**WHEREAS,** problem gambling is treatable and treatment is effective in minimizing the harm to both individuals and society as a whole; and,

**WHEREAS,** the state offers a myriad of services aimed at treating problem gambling, including educational prevention programs, residential treatment, outpatient counseling and aftercare programs throughout the state, a toll-free Louisiana Problem Gamblers Helpline 1-877-770-STOP that answers calls from people seeking help with gambling problems, and a website aimed at the prevention of problem gambling; and,

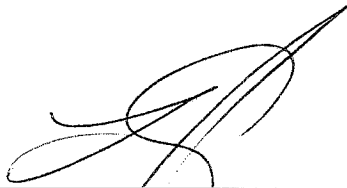
**WHEREAS,** Louisiana was one of the first states to have state funded programs such as the residential treatment facility, Center of Recovery-CORE in Shreveport for problem gamblers; and,

**WHEREAS,** numerous individuals, professionals and organizations have dedicated their efforts to public education about problem gambling, prevention of problem gambling, along with the availability and effectiveness of treatment services.

**NOW, THEREFORE BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2019 AS**

### **"PROBLEM GAMBLING AWARENESS MONTH"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO HELP SPREAD THE MESSAGE THAT THERE IS HELP FOR PROBLEM GAMBLERS THROUGH TREATMENT AND TO SUPPORT THOSE WHO ARE IN TREATMENT AND RECOVERY AND THEIR FAMILIES.**



LARRY COCHRAN  
PARISH PRESIDENT



PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B



TERRELL D. WILSON  
COUNCILMAN, DISTRICT I



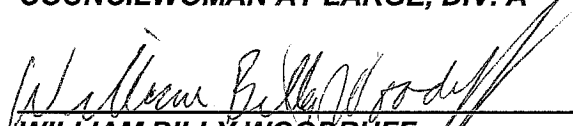
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II



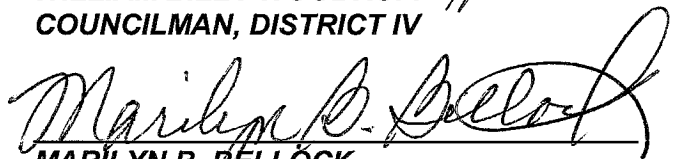
DICK GIBBS  
COUNCILMAN, DISTRICT III



WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A



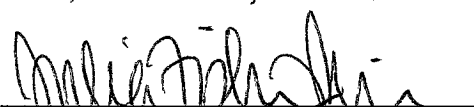
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV



MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V



TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI



JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



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

## Legislation Details

**File #:** 2019-0062    **Version:** 1    **Name:** Proclamation: "Lions Month in St. Charles Parish"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "Lions Month in St. Charles Parish"  
**Sponsors:** William Billy Woodruff  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0062 Lions Month](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** through services, Lions Clubs have impacted the lives of millions of people; and,

**WHEREAS,** the Lions engage our youth – by helping to organize and participate in service projects which may include school or community facility cleanups or a visit to a home for senior citizens or a children's hospital; and,

**WHEREAS,** the Lions share the vision – by planning vision health projects in working with the visually impaired, by organizing vision screenings, volunteering at nearby Lions Eyeglass Recycling Centers, and by organizing an eyeglass collection; and,

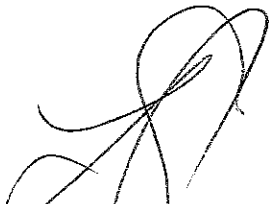
**WHEREAS,** the Lions relieve the hunger – by organizing food drives and projects to feed the hungry, to help alleviate hunger by planning events to collect and distribute food; and,

**WHEREAS,** the Lions protect our environment – by implementing projects that improve and protect the environment which may include organizing a highway cleanup, planting trees, or planning a community "Earth Day" event; and,

**WHEREAS,** it is the desire of the Parish Council and the Parish President to bring this most worthy organization to the attention of the Citizens of St. Charles Parish.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 2019 AS**

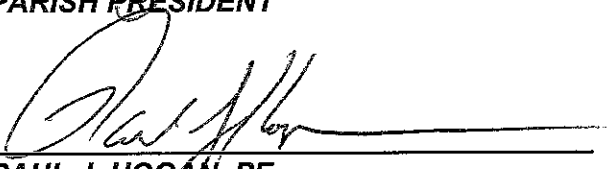
### "LIONS MONTH IN ST. CHARLES PARISH"



LARRY COCHRAN  
PARISH PRESIDENT



WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A



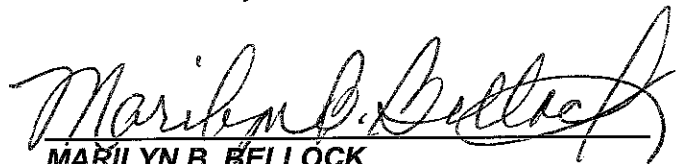
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B



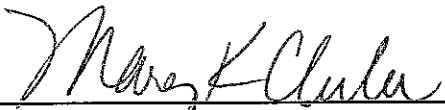
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV



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## Legislation Details

**File #:** 2019-0063    **Version:** 1    **Name:** Proclamation: National Kidney Month in St. Charles Parish  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: National Kidney Month in St. Charles Parish  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0063 National Kidney Month](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** there are an estimated 30 million Americans with kidney disease, and most do not know they have it; and,

**WHEREAS,** one in three American adults is at risk for chronic kidney disease; and,

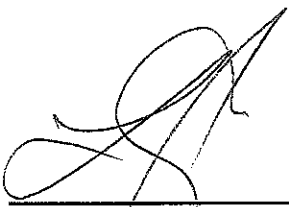
**WHEREAS,** in Louisiana, there are over 460,000 citizens with chronic kidney disease, over 10,000 kidney patients on dialysis, and over 1,800 kidney patients waiting for a life-saving kidney transplant; and,

**WHEREAS,** it is critical that attention be brought to this often overlooked, but increasingly common disease whose major risk factors are diabetes, high blood pressure, a family history of kidney failure, and age over 60. If left untreated, kidney disease can lead to kidney failure; and,

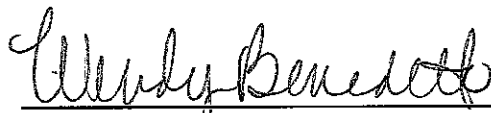
**WHEREAS,** the month of March is National Kidney Month. The National Kidney Foundation of Louisiana – the major statewide voluntary non-profit health organization dedicated to preventing kidney disease, improving the health and well-being of individuals affected by this disease, and increasing the availability of all organs for transplantation – is calling on all Louisiana citizens to heart their kidneys and their overall health, and get tested if they are at risk.

**NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MARCH 2019 AS**

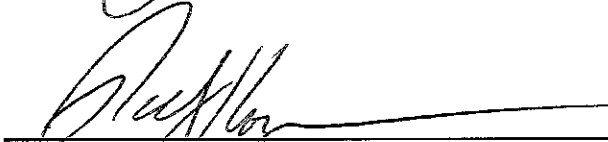
## NATIONAL KIDNEY MONTH IN ST. CHARLES PARISH



LARRY COCHRAN  
PARISH PRESIDENT



WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A



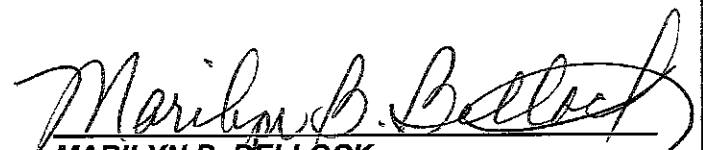
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B



WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV



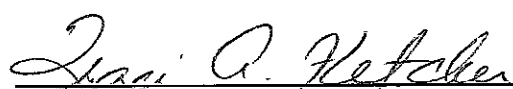
TERRELL D. WILSON  
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COUNCILWOMAN, DISTRICT VII



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

## Legislation Details

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**File #:** 2019-0064      **Version:** 1      **Name:** Cox Communications presents Parish President Cochran and parish employees an article published in Biz Nola Magazine

**Type:** Report      **Status:** In Council - Reports

**File created:** 3/11/2019      **In control:** Parish Council

**On agenda:** 3/11/2019      **Final action:**

**Enactment date:**      **Yes**

**Title:** Cox Communications presents Parish President Cochran and parish employees an article published in Biz Nola Magazine highlighting the Parish's latest technology known as the Supervisory and Control Data Acquisition System (SCDA) which remotely monitors and controls pump stations throughout the Parish.

**Sponsors:** Lawrence 'Larry' Cochran

**Indexes:**

**Code sections:**

**Attachments:**

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

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## Legislation Details

**File #:** 2019-0065    **Version:** 1    **Name:** Department of Wastewater  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Department of Wastewater  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0065 Wastewater Council Presentation 2019](#)

Date	Ver.	Action By	Action	Result
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# Wastewater

2019

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- The Department of Waste Water maintains and operates all Parish owned sewerage facilities and properties which include collection systems, treatment systems and buildings to develop a comprehensive parish wide sewerage management system to include future planning and growth.



- The goal of this department is to:
  - Prevent public health hazards.
  - Minimize inconveniences to services
  - Prevent unnecessary damage to public and private property
  - Prevent excessive expenditures for claims and legal fees
  - Minimize nuisance odors
  - Minimize energy consumption
  - Be efficient using funds available for systems operation
  - Minimize infiltration and inflow
  - Eliminate plant shutdowns and discharge violations
  - Continue safe operations

# Accomplishments of 2018, Projects

- Completed Killona Force Main
- Completed Ama/Anna Lift Station Upgrade
- St. Rose Sewer Upgrades in construction, 70% complete
- Hahnville Plant UV Upgrades awarded, waiting for equipment and materials
- Luling Oxidation Pond Upgrades in engineering
- Montz/Norco Lift Stations Upgrades in engineering

# Accomplishments of 2018, Mtc. & Misc.

- Rehabbed L/S on Lakewood, Barton Ave. and Charlestown
- Located and repaired major sources of I&I in the Parish
- Upgraded electrical/controls at lift stations
- Pulled, inspected, and brought all L/S pumps to factory specs. Continuous basis
- CMOM Program, Rehabbing damaged lines, both point repairs and lining



# Telemetry

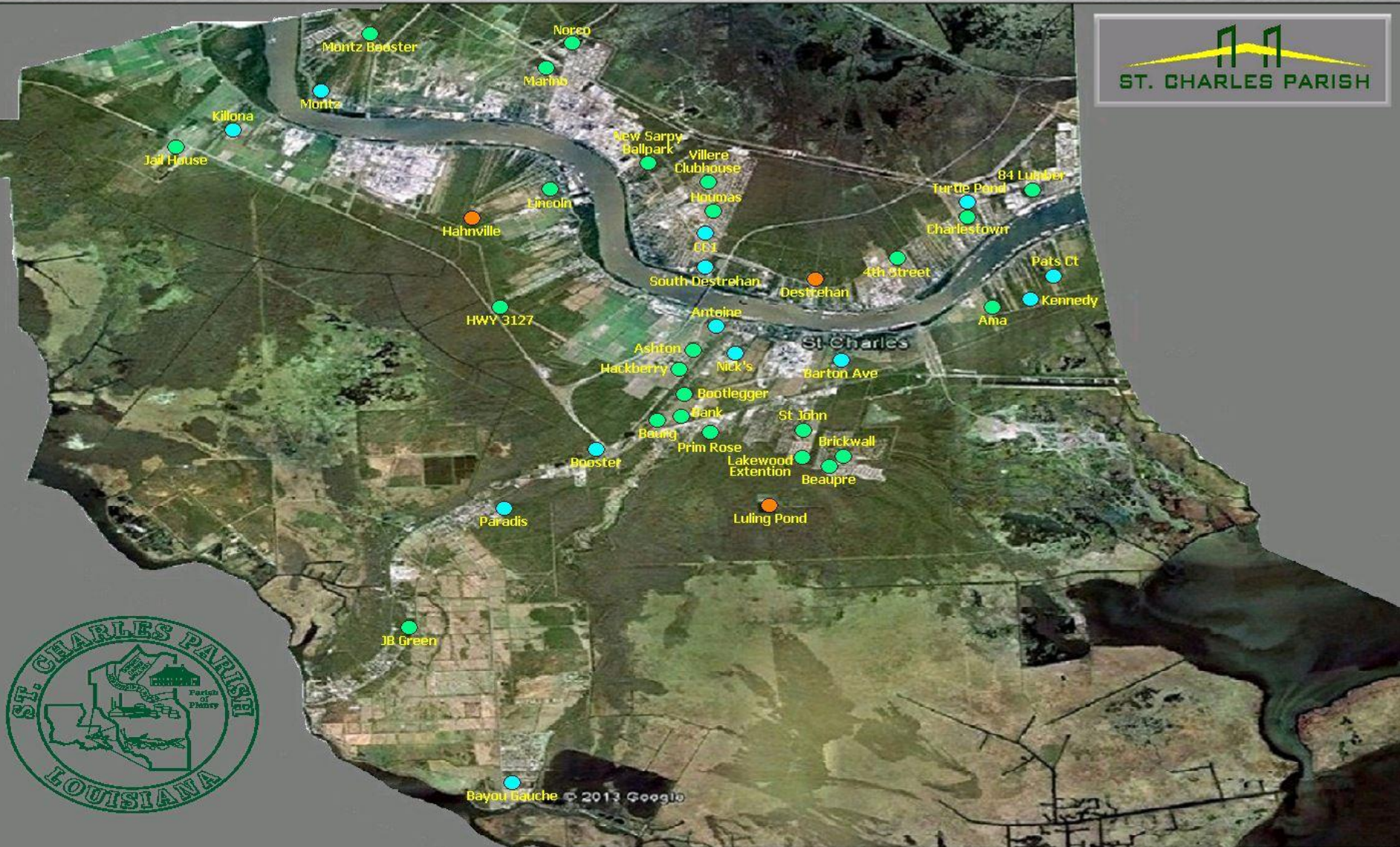
- East Bank; 84 Lumber, Houmas, Villere/Clubhouse, South Destrehan, Turtle Pond, 4th Street, CC1, Marino, Norco, Montz, Montz Booster, New Sarpy Ball Park, Charlestown
- Total 13 added 2
- West Bank; Ama, Beaupre, St. John, Bayou Gauche, JB Green, Boutte Booster, Bootlegger, Nicks, Hackberry, Hwy 3127, Lincoln, Killona, Lakewood Extension, Barton Ave, Ashton, Bank, Primrose, Prison, Bourg, Antoine, Paradis, West Levert, Kennedy, Pats Court
- Total 24 added 3



Alarm History

Alarm Events

ST CHARLES PARISH WASTEWATER LIFTSTATION SYSTEM





# PLANTS STATUS

- DESTREHAN WWTP Operating per design
  - Treated 1.300 billion gallons sewer in 2018, which is down .05 billion gals from 2017
  - Hauled 1714 tons sludge to the landfill, which is down 57.53 tons from 2017

# DESTREHAN WWTP





# PLANTS STATUS

- HAHNVILLE WWTP Operating per design
  - Treated .759 billion gallons sewer which is down .074 billion gallons from 2017
  - Hauled 809.46 tons sludge to the landfill which is down 96.43 tons from 2017

# HAHNVILLE WWTP





# PLANTS STATUS

- LULING OXIDATION Operating per design
  - Treated .755 billion gallons sewer which is down .06 billion gallons from 2017
  - There is no sludge hauled from the pond
  - This is our wetlands assimilation project

# LULING OXIDATION POND





# TOTALS FOR THE YEAR

- Total sewerage Treated = 2.814 billion gallons, down .19 billion gallons from 2017
- Total sludge hauled = 2,523.79 tons, down 154 tons from 2017
- Total maintenance cost = \$1,090,494.00 which is up approximately \$94,889.00.00

# Work Orders – Complaints 2018

- Processed – 1450 down 375
- Completed – 1409
- 97% completion rate
- Total complaints handled 550 down 146
- Total residents problems 86

# Request For Service 2018

- Engineering staff processed and approved for tie-ins to the sewer
  - 166 Residential up 40
  - 11 commercial developments down 1
  - 3 residential subdivisions



# Certification Licenses – 2018

- Required by the Louisiana Department of Health
  - Total of 57 employees
  - 42 hold licenses
  - 32 hold licenses in 2 categories (collection & treatment)
- By Class
  - 23 – Class 4
  - 7 – Class 3
  - 9 – Class 2
  - 3 – Class 1
  - 15 – No license (Recent Hires or not required)

# Goals For 2019

- Complete St. Rose Sewer System upgrade
- Complete Upgrade for Hahan.WWTP UV disinfection system
- Begin Upgrades to Luling Oxidation Pond
- Begin Upgrades to Norco & Montz Lift Stations
- Seek additional funding sources for projects
- CMOM Compliance
- GIS, Confirming all Wastewater DATA East and West Bank
- Hire and retain qualified employees (ongoing)
- Training employees for DEQ Certification (ongoing)



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## Legislation Details

<b>File #:</b>	2019-0055	<b>Version:</b>	1	<b>Name:</b>	Professional service contract with Murray Architects for professional architectural services for a new electrical building for Public Works Office in Destrehan
<b>Type:</b>	Ordinance	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	3/11/2019	<b>In control:</b>			Parish Council
<b>On agenda:</b>	3/11/2019	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to approve and authorize the execution of a professional service contract with Murray Architects, for providing all necessary professional architectural services for a new electrical building behind the Public Works Office in Destrehan. (Parish Project Number P190203).				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019-0055 Murray Architects Agreement Electrical Building</a> <a href="#">2019-0055 Murray Proposal Electrical Building</a>				

Date	Ver.	Action By	Action	Result
3/11/2019	1	Parish President	Introduced	

## **CONTRACT FOR ARCHITECTURAL SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 Murray Architects a corporation hereinafter called Architect. Whereas the Owner desires to employ a professional architectural firm to perform architectural services for the Public Works Electrical Building project as described in Ordinance No. \_\_\_\_\_, which is attached hereto and made a part hereof.

### **1.0 GENERAL**

The Owner agrees to employ the Architect, and the Architect agrees to perform professional services required for the project described above. The Architect will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Architect will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Architect's proposal dated January 11, 2019 (Proposal), which is attached hereto and made a part hereof.

The Owner may terminate the Contract by written notification and without cause per Section 7.0. Issuance of a Notice to Proceed will serve as the Owner's approval to begin the project.

### **2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ARCHITECT**

#### **2.1 General**

**2.1.1** Architect shall provide for Owner professional architectural services 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 Architect. These services will include but will not be limited to serving as Owner's professional architectural representative for the Project, providing professional architectural consultation and advice, and furnishing customary architectural services.

**2.1.2** In general the Project consists of the design of the Electrical Building. The project understanding is described in the Proposal.

**2.1.3** Services provided by the Architect shall be performed in accordance with generally accepted professional architectural practice at the time and the place where the services are rendered.

**2.1.4** Architect shall provide minutes of all meetings with St. Charles Parish.

**2.2** Architectural Design: Perform the services for architectural design described in the Proposal. Submit one paper copies and one PDF file of the construction documents at 60, 90 and 100 percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

### **3.0 SERVICES OF THE OWNER**

**3.1** Provide full information as to the requirements of the Contract.

**3.2** Assist the Architect in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

**3.3** Guarantee access to and make all provisions for the Architect and his subconsultants to enter upon public property as required for performing the services.

### **4.0 COMPENSATION**

**4.1** For performance of Basic Services as outlined in Section 2 above, the Owner shall authorize and pay the Architect a not-to-exceed fee, based on the hourly rates shown in the Proposal, and actual time and costs. The total not-to-exceed fee is \$36,500.



- 4.2 If the Contract, or any portion thereof, is not completed for any reason, the final fee for basic Architectural services shall be negotiated between Owner and Architect as per Section 7.0
- 4.3 The following documentation shall be required for payment to Architect and shall be attached to the monthly invoice.
  - 4.3.1 A copy of the Owner's written authorization to perform the service.
  - 4.3.2 Timesheets for all hours invoiced.
  - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional services described in Section 5, Owner shall pay Architect for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL SERVICES

The Owner reserves the right to request Architect to provide Additional Services described in this Section 5.0. It is mutually understood that the Owner reserves the right to reevaluate any/all interested architecture or engineering firms concerning Additional Services. The Owner shall issue written authorization to the Architect to provide Additional Services prior to the performance of any Additional Services.

Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

- 5.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.2 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.4 Services resulting from significant changes in the general scope, extent or character of the Contract or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Architect's control as approved by Owner.
- 5.5 Providing renderings or models for Owner's use.
- 5.6 Preparing documents in addition to those furnished under Basic Design for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.7 Providing any type of property surveys or related services needed for the transfer of interests in real property.
- 5.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## 6.0 OWNERSHIP OF DOCUMENTS

- 6.1 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 Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.

**6.2** Architect may retain a set of documents for its files.

**6.3** Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Architect to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Architect or to Architect's independent professional associates, subcontractors, and consultants.

**6.4** 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 Architect 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.

## **7.0** TERMINATION.

**7.1** This Agreement may be terminated by either party upon thirty (30) days written notice.

**7.2** The Architect, 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.

**7.3** The Architect 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.

**7.4** The Owner shall then pay the Architect promptly that portion of the prescribed fee to which both parties agree.

**7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

## **8.0** COMPLIANCE WITH LAWS AND ORDINANCE.

**8.1** The Architect hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

## **9.0** SUCCESSORS AND ASSIGNS

**9.1** Owner and Architect each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

## **10.0** INSURANCE

**10.1** The Architect 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 \$500,000.00 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 \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

**10.2** The Architect shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

**10.3** 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.

**10.4** Architect shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages

for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

- 10.5** St. Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6** 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.

#### **11.0 GENERAL**

- 11.1** The Architect shall indemnify and save harmless the Owner 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 Architect, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2** While in the performance of services or carrying out other obligations under this Agreement, the Architect shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Architect arising from the performance of their services under this Agreement. The Architect shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3** The Architect warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4** This Agreement being for the personal services of the Architect shall not be assigned or subcontracted in whole or in part by the Architect as to the services to be performed hereunder without the written consent of the Owner.
- 11.5** Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6** No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.
- 11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Architect shall take appropriate steps to assure compliance.
- 11.8** The Architect covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### **12.0 ACCESS TO SITE**

- 12.1** Owner shall be fully responsible for obtaining the necessary access authorizations to allow Architect, its agents, subcontractors and

representatives, to have access to all areas of public and private property as required by Architect in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Architect warrants that it will perform its design services with the degree of skill and to the standard of care required of the Architect profession to meet all Federal, State and Local requirements
- 13.2 If Architectural Services designed by Architect do not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Architect's failure to meet the standard of care in its design services, Architect will indemnify the Parish for Architect's share of the costs incurred to bring Architectural Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Architect's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

- 14.1 For all claims arising out of or related to this agreement, ARCHITECT 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 (a) pleas of jurisdiction based upon ARCHITECT'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Larry Cochran  
Parish President

WITNESSES:

\_\_\_\_\_  
Murray Architects

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



13760 river road • destrehan, la 70047  
ofc: 985.764.7275 • fax: 985.725.0182

January 11, 2019

Don Edwards, P.E., Senior Engineer  
Public Works Department  
100 River Oaks Drive  
Destrehan, LA 70047

**RE: St. Charles Parish  
Electrical Department Warehouse/Office**

Dear Mr. Edwards,

In accordance with your request, we are pleased to provide the following professional services proposal for your review.

***General Project Description***

We understand that you wish Murray Architects, Inc. to provide professional services for the above captioned project.

***Services Provided By Murray Architects, Inc.***

- Provide construction documents necessary to bid, build project consisting of a new two-story front portion with office down stairs and small parts storage upstairs. In the rear will be warehouse space with one garage door and swing crane. The entire facility will be climate controlled.
- Obtain soil boring for foundation design
- Survey of existing site

***Items Provided By Client***

- Detail scope of work
- As built drawings

***Services Not Included***

- Reimbursable expenses (Xerox copies, overnight charges, permit fees, etc.)
- Design and permitting of SWPP

***Schedule of Services and Fees***

We can provide the services listed above for a lump sum fee **\$36,500.00** for services.

Xerox copies - \$3.00 each. Minimum charge of \$12.00.

Additional services shall be charged at our current standard hourly rates listed herein.

Principal	\$ 200.00/Hr.	Draftsman	\$ 85.00/ Hr.
Sr. Architect	\$ 150.00/Hr.	Inspector	\$ 60.00/ Hr.
Project Director	\$ 160.00/ Hr.	Clerical	\$ 50.00/ Hr.

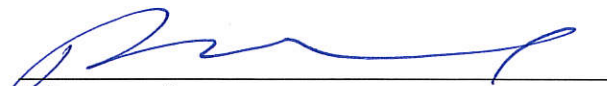
Please find attached our standard section of terms and conditions as they apply to the referenced project. Thank you for the opportunity to provide this engineering proposal for your review.

Sincerely,  
Murray Architects, Inc.

Michael J. Tabb, AIA

Offered by (MA):

Accepted by (Client):

  
(Signature)

*Michael (Tabb) Architect*  
(Printed name/title)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed name/title)

The terms and conditions on the proceeding form are part of this agreement.



## **Terms and Conditions**

Murray Architect (MA) shall perform the services outlined in this agreement for the stated fee arrangement.

### **Fee**

The fee is a lump sum based upon scope of services and shall not be exceeded without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### **Billings/Payments**

Payment is due upon receipt of documents. MA reserves the right to extend or deny credit to the client.

### **Access to Site**

Unless otherwise stated, MA will have access to the site for activities necessary for the performance of the services. MA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Hidden Conditions and Hazardous Materials**

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by visual non-destructive observation. If MA has reason to believe that such a condition may exist, MA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification or (2) MA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition and MA shall not be responsible for the existing condition nor any resulting damages to persons or property. MA shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

### **Indemnification**

The client shall indemnify and hold harmless MA and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the client, anyone directly or indirectly employed by the client (except MA), or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials.

### **Risk Allocation**

In recognition of the relative risks, rewards, and benefits of the project to both the client and MA, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, MA's total liability to the client, for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$1,000,000.00. Such causes include, but are



not limited to, MA's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

### **Termination of Services**

Either party may terminate this agreement upon 10 days written notice should the other fail to perform his obligations hereunder. In the event of termination, the client shall pay MA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Ownership of Documents**

All documents produced by MA under this agreement shall remain the property of MA and may not be used by the client for any other endeavor without the written consent of MA. As with all documents that are intended to formalize contractual relationships, the guidance and advice of an attorney is necessary to assure proper usage for specific applications and jurisdictions. We strongly recommend that you have your legal advisor, professional liability carrier, and your accountant review this document. No warranty of any kind is made with respect to this document or other contractual or consequential damages in connection with, or arising out of, the furnishing, performance, or use of this document.

### **Dispute Resolution**

Any claim or dispute between the client and MA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of MA.



# St. Charles Parish

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

## Legislation Details

<b>File #:</b>	2019-0056	<b>Version:</b>	1	<b>Name:</b>	Temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project-Parcel No. 5-1, portion of Lot 38, Almedia Plantation, St. Rose
<b>Type:</b>	Ordinance	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	3/11/2019	<b>In control:</b>		Parish Council	
<b>On agenda:</b>	3/11/2019	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S - R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019-0056 Temporary Construction Servitude Parcel 5-1</a> <a href="#">2019-0056 H.00320 Stamped Temporary Consuction Servitude Maps 05292018 5-1</a>				

Date	Ver.	Action By	Action	Result
3/11/2019	1	Parish President	Introduced	

STATE PROJECT NO. H.000320  
US 61 (RAILROAD OVERPASS TO LA 50)  
CULVERT INSTALLATION PROJECT  
ST. CHARLES PARISH  
PARCEL NO. 5-1

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**GEORGE SABA ELLIS, JR. (XXX-XX-\_\_\_\_\_)**, (1/2 interest, separate property), being of the full age of majority and a resident of Parish of Orleans, State of Louisiana, who declared that he has been married but twice, first to Jane Reeves Schlegal from whom he is divorced and then to Kelley Lozes Ellis, with whom he is separate in property and with whom he lives and resides at 215 Fairway Drive, New Orleans, LA 70124;

**JOAN ELLIS GREEN (XXX-XX-\_\_\_\_\_)**, nee Ellis, (1/2 interest, separate property) , being of the full age of majority and a resident of the County of Davidson, State of Tennessee, whose mailing address is 706 Greeley Drive, Nashville, TN 37205, who declared that she has been married but once and then to David Sawyer Green, with whom she lives and resides, collectively called Grantor;

and

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. \_\_\_\_\_, adopted by St. Charles Parish Council on \_\_\_\_\_, 2019 a copy of which is attached hereto and made a part hereof, hereinafter referred to as Grantee;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

### **Parcel 5-1 Temporary Construction Servitude**

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS. and the design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320" being located across the front of the George Saba Ellis, Jr. property, Lot 38, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, the Southeastern East of the Mississippi River Land District, said tract or portion of ground at the intersection of the East right of way line of Almedia Rd. with the North right of way of Airline Hwy, in St. Rose, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 188+21.06 thence an offset to the right a distance of approximately 73.38 feet to a point of beginning (POB) common with this northern right of way of US 61; thence an arc with radius 2996.35 feet, arc length 24.12 feet, chord 24.12 feet, and chord bearing S84°53'23.35" W to a point located at station 188+45.17 and an offset of 72.74 feet; thence N39°05'36.46" W a distance of approximately 12.89 feet to a point located at station 188+52.66 and an offset of 83.24 feet; thence N50°54'23.54" E a distance of approximately 20.00 feet to a point located at station 188+36.38 and an offset of 94.85 feet; thence S39°05'36.46" E a distance of approximately 26.37 feet to the point of beginning common to the US 61 right of way located at station 188+21.06 and an offset of 73.38 feet, containing 0.009 acres or 392.64 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS, a copy attached hereto and made a part hereof, and design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in what is known as Almedia Plantation Section 40, T12S-R9E, East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated August 12, 1998, recorded in the St. Charles Parish Clerk of Court Conveyance Records on August 13, 1998 in COB 542, Folio 158, Instrument Number 223734; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated May 17, 2002, recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 20, 2002 in COB 602, Folio 615, Instrument Number 266617; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated October 15, 2005, recorded in the St. Charles Parish Clerk of Court Conveyance Records on November 16, 2005 in COB 658, Folio 847, Instrument Number 312961; being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Act of Donation dated December 27, 2018 and recorded in St. Charles Parish Clerk of Court Conveyance Records on January 8, 2019 in COB 872, Folio 293, Instrument No. 437877; and being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by \_\_\_\_\_ dated \_\_\_\_\_ and recorded in St. Charles Parish Clerk of Court Conveyance Records on \_\_\_\_\_ in COB \_\_\_, Folio \_\_\_, Instrument No. \_\_\_\_\_.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS per year and shall

commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 5-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

NOW UNTO THESE PRESENTS comes **DAVID SAWYER GREEN** appearing herein to acknowledge that the interest in the property conveyed herein by JOAN ELLIS GREEN is in fact the separate and paraphernal property of his wife, JOAN ELLIS GREEN.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]

**IN TESTIMONY WHEREOF**, in Parish of \_\_\_\_\_, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2019, after a due reading of the whole.

**GRANTOR:**

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**GEORGE SABA ELLIS, JR.**

**Print Name**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**NOTARY PUBLIC**

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

Notary Identification or Bar Roll No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



IN TESTIMONY WHEREOF, in County of \_\_\_\_\_, State of \_\_\_\_\_ the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after a due reading of the whole.

WITNESSES:

X \_\_\_\_\_

\_\_\_\_\_  
Print Name

X \_\_\_\_\_

\_\_\_\_\_  
Print Name

GRANTOR:

\_\_\_\_\_  
JOAN ELLIS GREEN

INTERVENOR:

\_\_\_\_\_  
DAVID SAWYER GREEN

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_  
Notary Identification or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IN TESTIMONY WHEREOF**, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2019, after a due reading of the whole.

**WITNESSES:**

**GRANTEE:  
ST. CHARLES PARISH**

\_\_\_\_\_

\_\_\_\_\_  
**LARRY COCHRAN, PRESIDENT**

**Print Name**

\_\_\_\_\_

**Print Name**

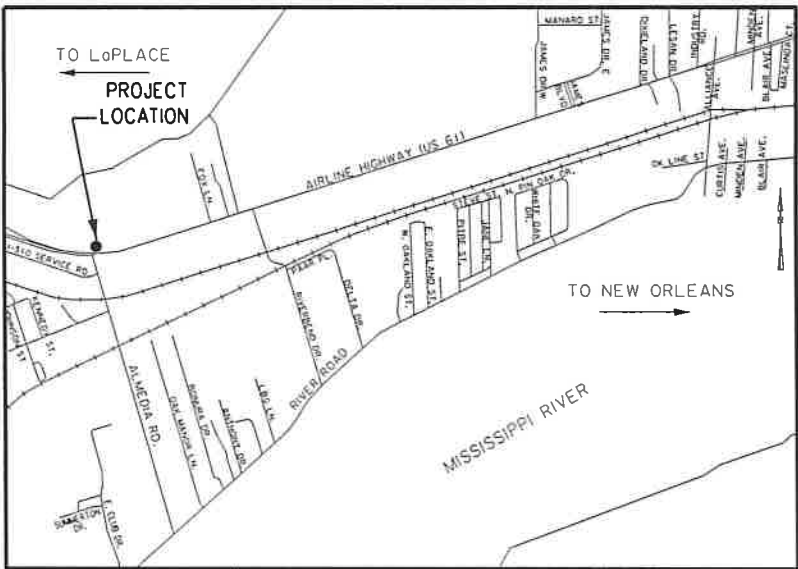
\_\_\_\_\_

NOTARY PUBLIC

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

Notary Identification or Bar Roll No.: \_\_\_\_\_

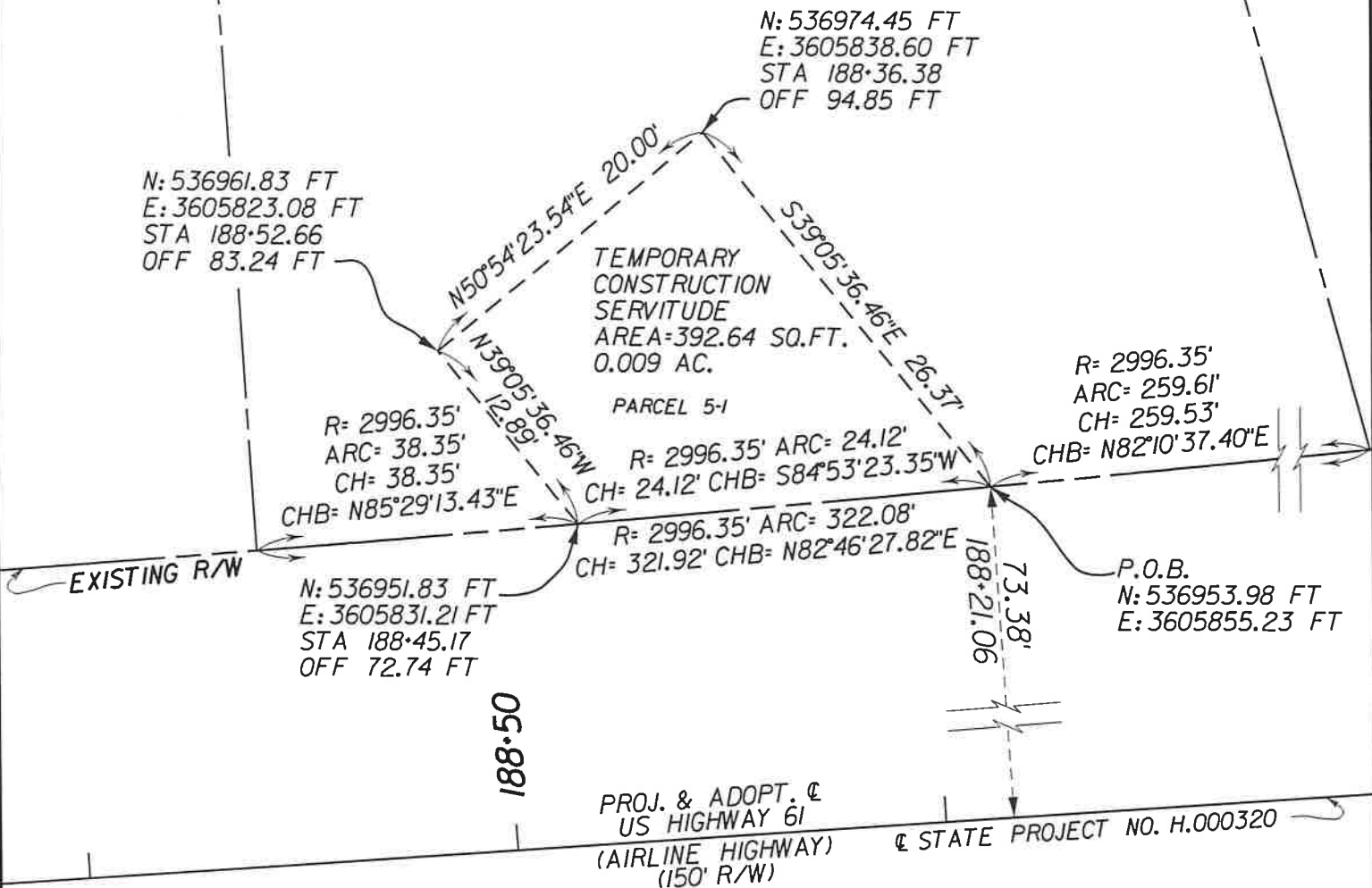
My Commission expires: \_\_\_\_\_



VICINITY MAP  
N.T.S.

GEORGE SABA  
ELLIS, JR., et al.  
R.A.=5.12 AC.  
(PER DEED)

PELLETTIERE,  
BABETTE L.



LEGEND

- EXISTING RIGHT OF WAY LINE
- APPARENT PROPERTY LINE
- TEMP. SERVITUDE LINE

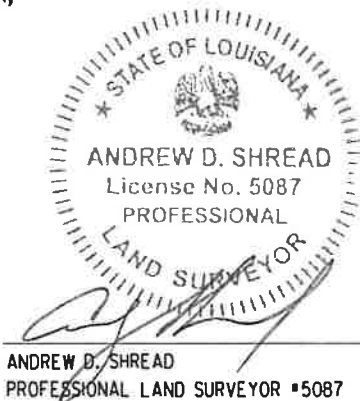


- NOTES:
- REFERENCE MAP BY S K LANDRY, LAND SURVEYOR DATED APRIL 24, 1970, WHICH WAS RECERTIFIED CORRECT BY J J PERRET, REGISTERED LAND SURVEYOR, DATED APRIL 19, 1979. RECORDED IN ENTRY NO. 68926, COB 226, FOLIO 524.
  - US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY -KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
  - THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
  - WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
  - FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
  - COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LoDOTD STATE PROJECT NO. H.000320

SURVEY SHOWING  
TEMPORARY CONSTRUCTION SERVITUDE  
FOR LoDOTD STATE PROJECT  
"US 61 RAILROAD OVERPASS TO Lo 50"  
PROJECT NO. H.000320  
LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION,  
SEC. 40, T12S R9E  
ST. ROSE, ST. CHARLES PARISH, LOUISIANA  
NOW OR FORMERLY OWNED BY  
GEORGE SABA ELLIS JR., ET. ALS.

DRAWN BY: D.B.S. CALC. BY: B.C.J.  
DATE: MAY 29, 2018 CHECKED BY: A.D.S.

I, HEREBY, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.





# St. Charles Parish

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

## Legislation Details

<b>File #:</b>	2017-0260	<b>Version:</b>	2	<b>Name:</b>	Authorize the sales by St. Charles Parish for certain properties and approve the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company
<b>Type:</b>	Ordinance	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	3/11/2019	<b>In control:</b>			Parish Council
<b>On agenda:</b>	3/11/2019	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Waterworks				
<b>Indexes:</b>	Finance (Dept. of), Legal Services (Dept. of), Waterworks (Dept. of)				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2017-0260-3-11-19 Listing Agreement.Amended.FINAL</a> <a href="#">2017-0260 Listing Agreement.Amended.8.10.17 (004)</a>				

Date	Ver.	Action By	Action	Result
3/11/2019	2	Parish President	Introduced	
8/28/2017	1	Parish Council	Public Hearing Requirements Not Satisfied	
8/28/2017	1	Parish Council	Postponed Indefinitely	Pass
8/28/2017	1	Parish Council	Postponed Indefinitely	
8/14/2017	1	Parish Council	Publish/Scheduled for Public Hearing	
8/14/2017	1	Parish President	Introduced	

SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY  
3316 FLORIDA AVENUE  
KENNER, LOUISIANA 70065-3645

EXCLUSIVE RIGHTS OF SALE AUCTION LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the following parties:

SELLER (S):	Waterworks District No. 1 of St. Charles Parish	Robert L.Raymond, Director of Legal Services	
	NAME	ATTN:	
	14108 River Road P.O. Box 340	rraymond@stcharlesgov.net	
	ADDRESS	E-MAIL	
	Destrehan	LA	70047
	CITY	STATE	ZIP
	(985)783-5013	(985)783-5013	
	PHONE	Dawn Higdon	CELL

Hereinafter referred to as “Seller”,

SELLER’S DESIGNATED AGENT:  
SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY  
3316 FLORIDA AVE.  
KENNER, LA 70065-3645  
PHONE: (504) 468-6800 FAX: (504) 468-6811

Hereinafter referred to as “Auctioneer”,

Hereby agree that the Seller shall sell the below described property upon the terms and conditions as set forth in this contract.

2. This agreement shall consist of 3 pages plus exhibits and attachments, if any.
3. Seller gives auctioneer the sole and exclusive right to sell the following described property:  
Lots 11, 12 & Pt.13-,Barreca St., Norco; Lot 119- Gordon St.,Destrehan, Lot A- Diane Pl.,, St. Rose, Lots 45,47 - Gordon St., Destrehan
- |              |       |                |        |      |
|--------------|-------|----------------|--------|------|
| Subdivision: | City: | Parish/County: | State: | Zip: |
|              |       | St. Charles    | LA     |      |
| Including:   |       |                |        |      |
| Excluding:   |       |                |        |      |

4. DATE OF AUCTION SALE: 45 – 60 days Auctioneer shall conduct an Auction /Sealed Bid, Dual Bid or Online on about the above date and shall use its best efforts to secure a purchaser for the above described property at the terms named within this agreement or upon any other price and terms acceptable to the Seller.
- 4a. SERVICES PROVIDED BY AUCTIONEER: Marketing Services- Budget planning, signage, ad copy, ad layout, brochure design, printing, ad placement, mailing lists, telemarketing, property preview coordination. Auction Services- Auctioneering, bid assistants, clerking, contract preparation, auction facilities, audiovisual. Post Auction Services – Supervise closing agent, purchaser/seller follow-up and monitor act of sale.
5. TIME PERIOD OF LISTING AGREEMENT: This exclusive right of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include sale date. It shall then be extended for 30 days under the same Terms & Conditions. The post auction listing shall include signage, World Wide Web Advertising and the Multiple Listing Service. The benefits and obligations of this contract herein shall inure to and bind the respective, heirs, executors, administrators, successors, and assigns of the parties hereto. If an Agreement to Purchase and Sell is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as provided for in the Agreement to Purchase, or any extension thereof.

Seller further agrees to pay Auctioneer the Auction Fee stated below on any sale of said property negotiated by Seller within 90 days after the expiration, extension, or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted during the term of this contract, including but not limited to: registered bidders, open house attendees, and prospects that have contacted Auctioneer for information. Auctioneer shall provide to seller a list of all prospects within 30 days of the event.



6. AUCTION FEE: The Auction Fee will be in the form of a 10% Buyer’s Premium added to the Purchaser’s final bid price and included in the total contract price. When the property is sold during the listing period through sale by auction or otherwise, Seller shall pay the Auctioneer the above mentioned Auction Fee, from the total contract price whether the Purchaser is secured by the Auctioneer, by the Seller, by the Auction, or by any other person or means. If the property is sold through negotiation prior to or after the auction, the Auction Fee shall be deducted from the purchase price. Auction Fee is due and payable upon Act of Sale or in the case of Default as listed in Paragraph #11. The commissions reflected in this agreement have been negotiated only by the parties to the agreement.
7. INQUIRIES: Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from brokers or prospects interested in Seller’s property, to cooperate fully and not to obstruct the sale of the property during the term of this contract.
8. TERMS OF SALE: Seller agrees to sell the above listed property at auction for the reserve price of appraised value or any other price, or upon any other terms, as hereafter agreed upon. Auction shall be advertised and conducted ☒ Absolute to the highest bidder. Title shall be transferred to Purchaser within 30 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.
9. ADVERTISING AND PROMOTION INVESTMENT: Auctioneer is authorized to place auction advertising in such media as Auctioneer selects, and provide necessary support, promotional assistance, supplies, and materials to produce an auction of superior quality. In consideration thereof, Seller agrees to pay a non-refundable flat fee of \$1,000 for these services. Seller hereby authorizes Auctioneer to install auction signs on listed property.
10. LIENS AND ENCUMBRANCES: Seller warrants that to the best of his knowledge, the only known liens and encumbrances against said property are as follows:

Mortgagor	Amount	Payment
<u>NONE</u>		
Additional Liens, Judgments, Assessments and Lis Pendens:		
<u>NONE</u>		

The seller agrees to hold the Auctioneer harmless in the event of any legal action as the result of any undisclosed liens, encumbrances or title defects.

11. DEFAULT BY PURCHASER: In the event the transfer of title to Seller’s property is not completed because of default by Purchaser, Seller shall pay to Auctioneer one-half of the earnest money forfeited. However, the fee shall not exceed the full amount had the transaction closed.
12. DEPOSIT: Auctioneer or Escrow Agent is authorized to accept, give receipt for, and hold all monies paid or deposited. Deposits will be held in the Escrow Account.
- In the event of an escrow deposit dispute and the Auctioneer is in doubt as to the disbursement of escrow funds, he shall have the right to release the money to a court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute; but in no case, will this action waive the Seller’s responsibility of the Auction Fee to the Auctioneer.
13. ATTORNEY FEE AND COSTS: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney’s fees.
14. LIMITATION OF LIABILITY: Auctioneer shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any Auction refusing to submit or sign a written offer and agreement confirming his bid, or refusing to perform on his agreement to purchase.
- Seller understands that this agreement does not guarantee the sale of his property, but it does guarantee that the Auctioneer will make a sincere and honest effort to procure a sale for the Seller’s described property.
- In consideration of the efforts and expenditures by the Auctioneer, Seller shall indemnify the Auctioneer against all liability, loss and expenses, including reasonable attorney’s fees and court costs that the Auctioneer may incur as a result of any claim or suit against the Auctioneer by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller’s negligence.
15. TITLE GUARANTY: Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and to deliver to the Purchaser a good and merchantable title, free and clear of all liens and encumbrances except those put on or assumed by the Purchaser as part of the purchase price. Seller agrees to hold the Auctioneer harmless in the event of Seller’s inability to perform. Seller agrees to use auctioneer’s appointed title agent, to provide closing services. Seller agrees to provide a Title Insurance Commitment showing title to be good and insurable. Real Estate taxes and rentals, if any, to be prorated to and excluding date of Act of Sale.

16. OTHER AGREEMENTS: No modification or change in this listing agreement shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties to be bound thereby.
17. CONDITION OF PREMISES: Property to be sold “as is, where is”, with the Seller and Auctioneer making no guaranties as to the condition of said property. Seller agrees to represent the true state of affairs with respect to the condition of the property and authorizes Auctioneer to disclose this condition to prospective Purchasers.
18. SPECIAL TERMS: N/A
19. DISPUTE RESOLUTION/MEDIATION: If any disagreement or claim arises under this agreement and is not settled promptly in the ordinary course of business, the parties agree to submit the matter to non-binding Mediation. and if the parties still fail to voluntarily resolve it, then binding arbitration in accordance with the next paragraph.
20. ~~ARBITRATION: If the parties are unable to resolve the disagreement or claim as provided in the above paragraph, and then such disagreement or claim shall be settled by binding arbitration. The arbitrator in such dispute shall be mutually selected by the parties, and then in accordance with the rules and regulations of the selected arbitrator and the laws of the State of Louisiana relative to arbitration. The parties shall be bound by the arbitrator’s final decision. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney’s fees and other related expenses resulting from the arbitration. The terms of this Paragraph shall apply to all claims, disputes, controversies, and other matter at issue between the parties, arising out of or relating to this Agreement.~~

_____	by: _____	_____
PROJECT MANAGER	SELLER	DATE
_____	by: _____	_____
DATE	SELLER	DATE
	by: _____	_____
	SELLER	DATE
	by: _____	_____
	SELLER	DATE

SPERRY VAN NESS/SVN/GILMORE AUCTION & REALTY CO.	Louisiana Auctioneer License #447
_____	Louisiana Real Estate Brokers License #42445
DAVID E. GILMORE	Mississippi Auctioneer License #378
_____	Mississippi Auction Firm License #641F
DATE	Mississippi Real Estate License #B-14307
	Texas Auctioneer License #00011136
	Alabama Auctioneer License #1832
	Arkansas Auctioneer License #1979
	Arkansas Real Estate Brokers License #PB00066681
	Oklahoma Real Estate Brokers License #149073
	South Carolina Auctioneer License #3815

**Necessary File Items**

*The following is a list of necessary file items that will enable SVN/Gilmore Auction & Realty Co. to professionally promote your property. Please try to be accurate and thorough as it may affect the final value of the real estate.*

- |  |   |
|--|---|
| <input type="checkbox"/> Titles/Mortgage Documents     | <input type="checkbox"/> Listing Agents (if applicable ) (Name, Address, Phone) |
| <input type="checkbox"/> Title Insurance Policy        | <input type="checkbox"/> Seller's List of Prospects                             |
| <input type="checkbox"/> Appraisal                     | <input type="checkbox"/> Keys/Alarm Codes                                       |
| <input type="checkbox"/> Brief Description of Property | <input type="checkbox"/> Management Company (Name, Address, Phone)              |
| <input type="checkbox"/> Survey                        | <input type="checkbox"/> Rent Roll & Expenses                                   |
| <input type="checkbox"/> Location Map/Site Map         | <input type="checkbox"/> Condo Documents (if applicable)                        |
| <input type="checkbox"/> Tax Bills                     | <input type="checkbox"/> Property Disclosure (addendum)                         |
| <input type="checkbox"/> Reserve Prices                | <input type="checkbox"/> Leases/Tenant Information(Name& Phone)                 |
| <input type="checkbox"/> Real Estate Agency Disclosure | <input type="checkbox"/> Referrals  |

***Please provide these items upon acceptance of the Listing Agreement or shortly thereafter as we cannot effectively promote your property without this important information.***

SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY  
3316 FLORIDA AVENUE  
KENNER, LOUISIANA 70065-3645

EXCLUSIVE RIGHTS OF SALE AUCTION LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the following parties:

SELLER (S):	St. Charles Parish	Robert L. Raymond, Director of Legal Services
	NAME	ATTN:
	14108 River Road P.O. Box 340	rraymond@stcharlesgov.net
	ADDRESS	E-MAIL
	Destrehan	LA 70047
	CITY	STATE ZIP
	(985)783-5013	(985)783-5013
	PHONE	Dawn Higdon CELL

Hereinafter referred to as “Seller”,

SELLER’S DESIGNATED AGENT:  
SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY  
3316 FLORIDA AVE.  
KENNER, LA 70065-3645  
PHONE: (504) 468-6800 FAX: (504) 468-6811

Hereinafter referred to as “Auctioneer”,

Hereby agree that the Seller shall sell the below described property upon the terms and conditions as set forth in this contract.

2. This agreement shall consist of 3 pages plus exhibits and attachments, if any.

3. Seller gives auctioneer the sole and exclusive right to sell the following described property:  
Lots 11, 12 & Pt.13-, Barreca St., Norco; Lot 119 - Gordon St., Destrehan, Lot A- Diane Pl., St. Rose, Lots 45, 47 -Gordon St., Destrehan

Subdivision:	City:	Parish/County:	St. Charles	State:	LA	Zip:
Including:						
Excluding:						

4. DATE OF AUCTION SALE: 45 – 60 days Auctioneer shall conduct an Auction /Sealed Bid, Dual Bid or Online on about the above date and shall use its best efforts to secure a purchaser for the above described property at the terms named within this agreement or upon any other price and terms acceptable to the Seller.

4a. SERVICES PROVIDED BY AUCTIONEER: Marketing Services- Budget planning, signage, ad copy, ad layout, brochure design, printing, ad placement, mailing lists, telemarketing, property preview coordination. Auction Services- Auctioneering, bid assistants, clerking, contract preparation, auction facilities, audiovisual. Post Auction Services – Supervise closing agent, purchaser/seller follow-up and monitor act of sale.

5. TIME PERIOD OF LISTING AGREEMENT: This exclusive right of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include sale date. It shall then be extended for 30 days under the same Terms & Conditions. The post auction listing shall include signage, World Wide Web Advertising and the Multiple Listing Service. The benefits and obligations of this contract herein shall inure to and bind the respective, heirs, executors, administrators, successors, and assigns of the parties hereto. If an Agreement to Purchase and Sell is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as provided for in the Agreement to Purchase, or any extension thereof.

Seller further agrees to pay Auctioneer the Auction Fee stated below on any sale of said property negotiated by Seller within 90 days after the expiration, extension, or termination of this contract with any party (or the nominee, representative or affiliate of such party) to whom said property was submitted during the term of this contract, including but not limited to: registered bidders, open house attendees, and prospects that have contacted Auctioneer for information. Auctioneer shall provide to seller a list of all prospects within 30 days of the event.

6. AUCTION FEE: The Auction Fee will be in the form of a 10% Buyer’s Premium added to the Purchaser’s final bid price and included in the total contract price. When the property is sold during the listing period through sale by auction or otherwise, Seller shall pay the Auctioneer the above mentioned Auction Fee, from the total contract price whether the Purchaser is secured by the Auctioneer, by the Seller, by the Auction, or by any other person or means. If the property is sold through negotiation prior to or after the auction, the Auction Fee shall be deducted from the purchase price. Auction Fee is due and payable upon Act of Sale or in the case of Default as listed in Paragraph #11. The commissions reflected in this agreement have been negotiated only by the parties to the agreement.
7. INQUIRIES: Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from brokers or prospects interested in Seller’s property, to cooperate fully and not to obstruct the sale of the property during the term of this contract.
8. TERMS OF SALE: Seller agrees to sell the above listed property at auction for the reserve price of appraised value or any other price, or upon any other terms, as hereafter agreed upon. Auction shall be advertised and conducted ☒ Absolute to the highest bidder. Title shall be transferred to Purchaser within 30 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.
9. ADVERTISING AND PROMOTION INVESTMENT: Auctioneer is authorized to place auction advertising in such media as Auctioneer selects, and provide necessary support, promotional assistance, supplies, and materials to produce an auction of superior quality. In consideration thereof, Seller agrees to pay a non-refundable flat fee of \$1,000 for these services. Seller hereby authorizes Auctioneer to install auction signs on listed property.
10. LIENS AND ENCUMBRANCES: Seller warrants that to the best of his knowledge, the only known liens and encumbrances against said property are as follows:

Mortgagor	Amount	Payment
NONE	_____	_____
_____	_____	_____
Additional Liens, Judgments, Assessments and Lis Pendens:		
NONE	_____	_____
_____	_____	_____

The seller agrees to hold the Auctioneer harmless in the event of any legal action as the result of any undisclosed liens, encumbrances or title defects.

11. DEFAULT BY PURCHASER: In the event the transfer of title to Seller’s property is not completed because of default by Purchaser, Seller shall pay to Auctioneer one-half of the earnest money forfeited. However, the fee shall not exceed the full amount had the transaction closed.
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- In the event of an escrow deposit dispute and the Auctioneer is in doubt as to the disbursement of escrow funds, he shall have the right to release the money to a court of competent jurisdiction, which shall determine the rights of the parties involved in the dispute; but in no case, will this action waive the Seller’s responsibility of the Auction Fee to the Auctioneer.
13. ATTORNEY FEE AND COSTS: In connection with any litigation arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney’s fees.
14. LIMITATION OF LIABILITY: Auctioneer shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any Auction refusing to submit or sign a written offer and agreement confirming his bid, or refusing to perform on his agreement to purchase.
- Seller understands that this agreement does not guarantee the sale of his property, but it does guarantee that the Auctioneer will make a sincere and honest effort to procure a sale for the Seller’s described property.
- In consideration of the efforts and expenditures by the Auctioneer, Seller shall indemnify the Auctioneer against all liability, loss and expenses, including reasonable attorney’s fees and court costs that the Auctioneer may incur as a result of any claim or suit against the Auctioneer by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller’s negligence.
15. TITLE GUARANTY: Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments and any other encumbrances and to deliver to the Purchaser a good and merchantable title, free and clear of all liens and encumbrances except those put on or assumed by the Purchaser as part of the purchase price. Seller agrees to hold the Auctioneer harmless in the event of Seller’s inability to perform. Seller agrees to use

auctioneer’s appointed title agent, to provide closing services. Seller agrees to provide a Title Insurance Commitment showing title to be good and insurable. Real Estate taxes and rentals, if any, to be prorated to and excluding date of Act of Sale.

16. OTHER AGREEMENTS: No modification or change in this listing agreement shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties to be bound thereby.
17. CONDITION OF PREMISES: Property to be sold “as is, where is”, with the Seller and Auctioneer making no guaranties as to the condition of said property. Seller agrees to represent the true state of affairs with respect to the condition of the property and authorizes Auctioneer to disclose this condition to prospective Purchasers.
18. SPECIAL TERMS: \_\_\_\_\_N/A\_\_\_\_\_.
19. DISPUTE RESOLUTION/MEDIATION: If any disagreement or claim arises under this agreement and is not settled promptly in the ordinary course of business, the parties agree to submit the matter to non-binding Mediation. ~~and if the parties still fail to voluntarily resolve it, then binding arbitration in accordance with the next paragraph.~~
20. ~~ARBITRATION: If the parties are unable to resolve the disagreement or claim as provided in the above paragraph, and then such disagreement or claim shall be settled by binding arbitration. The arbitrator in such dispute shall be mutually selected by the parties, and then in accordance with the rules and regulations of the selected arbitrator and the laws of the State of Louisiana relative to arbitration. The parties shall be bound by the arbitrator’s final decision. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney’s fees and other related expenses resulting from the arbitration. The terms of this Paragraph shall apply to all claims, disputes, controversies, and other matter at issue between the parties, arising out of or relating to this Agreement.~~

_____	by: _____	_____
PROJECT MANAGER	SELLER	DATE
_____	by: _____	_____
DATE	SELLER	DATE
	by: _____	_____
	SELLER	DATE
	by: _____	_____
	SELLER	DATE

SPERRY VAN NESS/SVN/GILMORE AUCTION & REALTY CO.

\_\_\_\_\_

DAVID E. GILMORE

\_\_\_\_\_

DATE

Louisiana Auctioneer License #447  
Louisiana Real Estate Brokers License #42445  
Mississippi Auctioneer License #378  
Mississippi Auction Firm License #641F  
Mississippi Real Estate License #B-14307  
Texas Auctioneer License #00011136  
Alabama Auctioneer License #1832  
Arkansas Auctioneer License #1979  
Arkansas Real Estate Brokers License #PB00066681  
Oklahoma Real Estate Brokers License #149073  
South Carolina Auctioneer License #3815

**Necessary File Items**

*The following is a list of necessary file items that will enable SVN/Gilmore Auction & Realty Co. to professionally promote your property. Please try to be accurate and thorough as it may affect the final value of the real estate.*

☐ Titles/Mortgage Documents

☐ Listing Agents (if applicable ) (Name, Address, Phone)

☐ Title Insurance Policy

☐ Seller's List of Prospects

☐ Appraisal

☐ Keys/Alarm Codes

☐ Brief Description of Property

☐ Management Company (Name, Address, Phone)

☐ Survey

☐ Rent Roll & Expenses

☐ Location Map/Site Map

☐ Condo Documents (if applicable)

☐ Tax Bills

☐ Property Disclosure (addendum)

☐ Reserve Prices

☐ Leases/Tenant Information(Name& Phone)

☐ Real Estate Agency Disclosure

☐ Referrals

*Please provide these items upon acceptance of the Listing Agreement or shortly thereafter as we cannot effectively promote your property without this important information.*





# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0042      **Version:** 1      **Name:** Amend Code revise Section 15-5, Motor Vehicles and Traffic, for the installation of "NO PARKING" signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands

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

**File created:** 2/18/2019      **In control:** Parish Council

**On agenda:** 3/11/2019      **Final action:**

**Enactment date:**      **Yes**

**Title:** An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:** Ch. 15. Sec. 15-5. - Traffic signs, signals, etc., generally

**Attachments:** [2019-0042 no parking - map-Touchard & Easy - PDF.pdf](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Council Member(s)	Introduced	



NO PARKING

Easy St

Touchard Ln

© 2018 Google

Google Earth

1998

Imagery Date: 1/24/2018 29°49'23.73" N 90°28'28.93" W elev 1 ft eye alt 251 ft



# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0044    **Version:** 1    **Name:** Rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement

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

**File created:** 2/18/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:** [2019-0044 PACKAGE-rescind Resolution No. 6392 - PDF.pdf](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Council Member(s)	Introduced	

OATH OF OFFICE

Section 1: Public official taking the oath of office completes and signs this section.

STATE OF LOUISIANA, PARISH OF \_\_\_\_\_

I, \_\_\_\_\_ do solemnly swear (or affirm) that I will support the constitution and laws  
(PRINT FULL NAME)  
of the United States and the constitution and laws of this state and that I will faithfully and impartially discharge and perform all the duties  
incumbent on me as: \_\_\_\_\_ according  
(PRINT OFFICIAL TITLE AND THE OFFICE/CITY/BOARD YOU REPRESENT, IF ANY)  
to the best of my ability and understanding, so help me God.



(SIGNATURE OF PUBLIC OFFICIAL)

Section 2: Public official administering the oath of office completes this section.

Officials authorized to administer oaths are the Governor, Secretary of State, a Judge, a Clerk of Court, a Notary Public or a Justice of the Peace.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
(DAY) (MONTH) (YEAR)



(SIGNATURE OF OFFICIAL ADMINISTERING OATH)

(PRINTED NAME AND TITLE OF OFFICIAL ADMINISTERING OATH)

(NOTARY #, IF APPLICABLE)

Section 3: Public official taking the oath of office completes this section.

**ATTENTION:** Please provide or update all contact information below. Office contact information for public officials is published on the Secretary of State's website. If an office address is not provided, the residence address will be published.

OFFICE MAILING ADDRESS:

RESIDENCE MAILING ADDRESS:

OFFICE: \_\_\_\_\_

NAME: \_\_\_\_\_

STREET: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

☐ No changes requested

Telephone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Telephone: (\_\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_

Office Email: \_\_\_\_\_

Section 4: Public official taking the oath of office completes this section.

ACKNOWLEDGEMENT OF RECEIPT OF THE LOUISIANA CODE OF GOVERNMENTAL ETHICS\*:

I hereby acknowledge that I have received a digital copy of the Louisiana Code of Governmental Ethics from the Secretary of State's website.



(SIGNATURE OF PUBLIC OFFICIAL)

\*The Louisiana Secretary of State has provided a link to a digital Louisiana Code of Governmental Ethics in an official letter included with your Commission Certificate. In accordance with La R.S. 42:1162, the commissioned public servant **must** acknowledge receipt of the Louisiana Code of Governmental Ethics when filing their Oath of Office. By signing above, you have complied with La R.S. 42:1162.

IMPORTANT INFORMATION:

- On receipt of a commission or commission certificate, a public officer has 30 days to take an Oath of Office, give bond (if required), and file as follows:
  - Original Oath of Office filed with Secretary of State by mail at P.O. Box 94125, Baton Rouge, LA 70804-9125 or hand delivery at 8585 Archives Ave., Baton Rouge, LA 70809.
  - Duplicate original Oath of Office filed with the parish Clerk of Court. (In Orleans Parish file with the Clerk of Civil District Court.)
- All Oaths of Office **must** be filed for recording within one month of being taken.
- Failure to take an Oath of Office within 30 days creates a vacancy in office, to be filled in accordance with law. **IMPORTANT:** Taking an Oath of Office does not automatically vacate a public officer's present office, if any. A notice of retirement or resignation may be necessary to vacate a present office.
- An Oath of Office taken early (prior to the date shown on the commission) is not effective until the term of office begins or upon the date of the commission.

For more information, see La R.S. 42:141, La R.S. 42:162, La R.S. 18:581 and La R.S. 651-654.



## **ST. CHARLES PARISH HOME RULE CHARTER**

### **ARTICLE III**

#### **ORGANIZATION, STRUCTURE AND DISTRIBUTION OF POWERS AND FUNCTIONS**

##### **SECTION A. THE GOVERNING AUTHORITY**

###### **7. Power and Duties of the Parish Council**

- a. The Parish Council shall be vested with and shall exercise all legislative power in the Parish of St. Charles.
- b. The Parish Council may enact any ordinance necessary, requisite or proper to promote, protect, and preserve the general welfare, safety, health, peace and good order of St. Charles Parish not inconsistent with the Constitution of the State of Louisiana or denied by general law or by this Charter.

##### **SECTION B: THE PARISH PRESIDENT**

###### **3. Powers and Duties**

- b. The Parish President shall have the following powers, duties and responsibilities:

- iii. He shall see that all laws, provisions of this Charter and acts of the Council, subject to enforcement by him or officers subject to his direction or supervision, are faithfully executed.

### **ARTICLE IV**

#### **ORDINANCES AND RESOLUTIONS**

##### **SECTION C. SUBMISSION OF ORDINANCES & RESOLUTIONS TO THE PARISH PRESIDENT**

2. The Parish President, within six (6) calendar days of the adoption of an ordinance or resolution, shall return it to the Council Secretary with or without his approval, or with his disapproval. If the ordinance or resolution has been approved or is not specifically disapproved it shall become effective as provided therein, or if not provided therein, on the fifth (5th) day following its publication in the Official Parish Journal; if the ordinance or resolution is disapproved, the Parish President shall submit to the Parish Council through the Council Secretary a written statement of the reasons for his veto. The Council Secretary shall record upon the ordinance or resolution the date of its delivery to and receipt from the Parish President.



## APPENDIX C - ST. CHARLES PARISH SUBDIVISION REGULATIONS **OF** 1981<sup>[1]</sup>

### **I. - General.**

#### *B. Definitions:*

Right-of-way. A parcel of land dedicated by the developer for public use, the title of which shall rest in the public for the purpose stated in the dedication.

## **APPENDIX C - ST. CHARLES PARISH SUBDIVISION REGULATIONS OF 1981**

### **V. - Administrative.**

#### **B. Variations and Exceptions.**

1. The regulations contained herein may be varied or modified where 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. **The Planning Commission, with a supporting resolution of the Council, may grant such a waiver or modification of these regulations only when such requests meet the conditions of this subsection and are not detrimental to the public interest.**



## St. Charles Parish

### Meeting Agenda

#### Parish Council

*Council Chairman Julia Fisher-Perrier  
Councilmembers Wendy Benedetto, Paul J. Hogan,  
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,  
William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher*

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

Tuesday, January 22, 2019

6:00 PM

Council Chambers, Courthouse

Final

#### CALL TO ORDER

#### PRAYER / PLEDGE

*Reverend Ralph Young  
Bell Baptist Church, Luling*

#### APPROVAL OF MINUTES

*Regular Meeting – January 7, 2019*

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

2019-0012

In Recognition: "Share The Dream" 2018-2019 Essay Contest Winners:  
Category K-3: Jayden Young-1st Place; Riley Tero-2nd Place; Juliana Santos-3rd Place  
Category 4-6: Rhiley Bickham-1st Place; Chrishell Hitchens-2nd Place; Iyana Johnson-3rd Place  
Category 7-8: Nathanael Celestine-1st Place; Arinae Ellis-2nd Place; Taj Nash-3rd Place  
Category 9-12: Desiree Slaughter-Etter-1st Place; Alette Matthews-2nd Place; Virginia Huerta-3rd Place

Sponsors:

Mr. Cochran

1

2019-0013

Proclamation: "Wear Red Day for Women in St. Charles Parish"

Sponsors:

Mr. Cochran

#### REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0014

Risk Management/Safety

12/11/18	Department of Planning & Zoning	Received/Assigned PH
1/10/19	Department of Planning & Zoning	Recommended Denial to the Planning Commission
1/10/19	Planning Commission	Rcmnd'd Approval w/Stip. to the Parish Council
Approval with stipulation that when the ADU is completed and their current home is sold, the applicants are to reside in the primary structure within 3 years.		

73

2019-0006

A resolution providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

Sponsors:

Mr. Gibbs

FOR WHO? IMPROPER ADVERTISEMENT

Legislative History

12/10/18	Department of Planning & Zoning	Received/Assigned PH
1/10/19	Department of Planning & Zoning	Recommended Approval to the Planning Commission
1/10/19	Planning Commission	Recommended Approval to the Parish Council

SEE FIRST WAIVER  
WHICH DID NOTE WHO

81

2019-0016

A resolution in support of the Joint Resolution introduced by U. S. Senator Ted Cruz proposing an amendment to the Constitution of the United States relative to limiting the number of terms that a Member of Congress may serve.

Sponsors:

Mr. Hogan and Ms. Bellock

2019-0006

INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III  
RESOLUTION NO.

FOR WHO? IMPROPER  
ADVERTISEMENT

A resolution providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision; and,  
WHEREAS, the subdivider has requested a waiver from the requirements for minimum frontage on a developed public street, or lot arrangement; and,  
WHEREAS, the Planning and Zoning Commission approved the requested waiver at their January 10, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the waiver from minimum frontage on a developed public street (lot arrangement) for Oak Alley Subdivision as requested by Gary Smith.

DOES NOT MATCH ADVERTISEMENT OR ABOVE

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

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: \_\_\_\_\_  
AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



**RECOMMENDATIONS AT A GLANCE**

PZS-2018-32 requested by MHI Investments LLC to modify the Preliminary Plat and Construction approvals for Oak Alley Subdivision to include an additional waiver to the dedicated public street frontage requirement for each new lot and to waive the geometric standards to the lot that will contain the private road. Zoning District C-2/R-1B. Council District 3.

**Planning Department Recommendation:**

No objection

**Planning Commission Recommendation:**

Approval

St. Charles Parish  
Department of Planning & Zoning

LAND USE REPORT  
CASE NUMBER: PZS-2018-32

GENERAL INFORMATION

- ◆ **Name/Address of Applicant**  
MHI Investments LLC  
10557 Airline Highway  
St. Rose, LA 70087  
504.737.1600; garyjr@mdi-dredging.com

Application Date: 12/10/18
- ◆ **Location of Site**  
Tract X-1, eight (8) acres of land north of the Ormond Plantation Mansion at west of Oak Alley Lane.
- ◆ **Requested Action**  
"Waiver from the requirement for frontage on a developed public street"

SITE INFORMATION

- ◆ **Size of Parcel**  
Tract X-1 is 8 acres (348,480 square feet)  
Proposed Lot 1 is 33,009 square feet  
Proposed Lot 2 is 53,663 square feet  
Proposed Lot 3 is 48,514 square feet  
Proposed Lot 4 is 50,629 square feet  
Proposed Lot 5 is 140,250 square feet
- ◆ **Current Zoning and Land Use**  
The bulk of the site is zoned C-2, General Commercial. Proposed lot 1 is predominantly zoned R-1B, single-family low-density.
- ◆ **Surrounding Zoning and Land Use**  
R-1B zoning and single-family uses are located on the west, southwest and northwest. C-2 Zoning developed with the Ormond Plantation Manor House.
- ◆ **Future Land Use Recommendation**  
*Neighborhood Commercial:* Neighborhood Commercial areas accommodate retail sales and services for the daily self-sufficiency of residents of a neighborhood or neighborhoods, such as convenience shopping, dry cleaners, hair salons and barber shops, day care centers, coffee shops, professional and business service offices, etc. Uses permitted in the C-1 (Commercial Office) zoning district are allowed in this district. Some uses that are permitted in the C-2 zoning district are also appropriate (e.g., bakeries, tailors, etc.). On the Future Land Use Map, Neighborhood Commercial areas are shown conceptually as nodes around major intersections or segments along roadways where commercial uses serve on or multiple adjacent neighborhoods, or where the development of new commercial uses to serve adjacent neighborhoods is intended. The size of a Neighborhood Commercial area ranges between 2-5 acres, and its service/trade area is approximately 1 mile.
- ◆ **Traffic Access**  
The applicants request retaining ownership of the roadway surface and width.
- ◆ **Utilities**  
This subdivision received construction approval from the Planning Commission on September 6, 12018; Council approval of waivers on September 17, 2018; and Notice to Proceed with construction from the Director of Public Works/Wastewater on September 26, 2018. Utilities are under construction as approved. The



applicants wish to continue with construction in order to dedicate the water, sewer, and drainage utilities.

## **APPLICABLE REGULATIONS**

### **Subdivision Ordinance, Section II. Subdivision Procedure.**

- D. *Major Resubdivisions.* For any subdivision or resubdivision resulting in six (6) or more lots, including any remainder of the original lot, plat, tract, parcel, and/or any subdivision or resubdivision requiring dedication of public improvements, approval shall consist of preliminary plat approval and construction approval by the Planning and Zoning Commission, and final approval by the Parish Council.
- E. *Preliminary Plat Requirements.*
  1. When Required. A formal preliminary plat shall be required for all subdivisions except where no street, drainage, or sewer improvements are required. (See Section II.C.).
  2. Mandatory Submission Requirements. The preliminary plat shall conform to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The preliminary plat shall contain the following mandatory information:
    - a. The name(s) and address(es) of the owner(s) and subdivider(s).
    - b. The seal of the land surveyor preparing the plat and the date of preparation. The plat shall be dated within one (1) year of the subdivision application date.
    - c. A title block containing the subdivision name, location of the property, a true north arrow, and the required scale for the preliminary plat, both written and graphic. The preliminary plat shall be drawn to a scale of one (1) inch equals one hundred (100) feet for a subdivision of one hundred and sixty (160) acres and less. If the subdivision contains more than one hundred and sixty (160) acres, the preliminary plat may be drawn to a scale of one (1) inch equals two hundred (200) feet.
    - d. Existing property lines, including width and names of bounding streets.
    - e. Section and township lines.
    - f. Zoning district boundary lines, only when such boundary lines bisect the proposed subdivision.
    - g. Location and dimensions of existing improvements, including municipal numbering where applicable.
    - h. Qualifying statement, as follows: "St. Charles Parish land use regulations, including setback standards, supersede private subdivision covenants where parish regulations are more restrictive."
    - i. Existing drainage ditches and canals and their respective servitudes.
    - j. Existing lakes and ponds.
    - k. Name(s) and address(es) of adjoining property owner(s) as they appear on the tax assessor's roles.
    - l. Name(s) of adjoining subdivisions.
    - m. Layout and dimensions, including area, of all proposed lots which shall be numbered consecutively.
    - n. Layout and dimensions of servitudes and rights-of-way, including sidewalks.
    - o. Existing bridges, culverts, watermain, sanitary and storm sewers, and other underground structures indicating pipe sizes, grades, and manholes.
    - p. Existing contours at one-foot intervals using mean sea level datum for ground slope within the subdivisions.
    - q. Proposed method and source of sewage disposal and/or treatment.
    - r. Proposed method and plan for drainage.
    - s. Location and size of any proposed school sites, park sites, playgrounds, or other special uses of land.
    - t. A composite road plan with graphic alignment, proposed street names, right-of-way widths, curve radii and tangent length, intended type of surfacing material, street lighting plan, and the location and type of any proposed railroad crossing(s) for subdivision access.
    - u. Vicinity map at a scale of one (1) inch equals two thousand (2,000) feet.
    - v. Statement of Dedication. Submission of the Preliminary Plat shall be accompanied by a written "Statement of Dedication," indicating the subdivider's intent to submit a final "Act of Dedication" prior to approval of the Final Plat.
  3. Preliminary Plat/Additional Submission Requirements.
    - a. Drainage Impact Analysis. A Drainage Impact Analysis shall be completed by a Civil Engineer registered with the State of Louisiana for all subdivisions of property of one (1) acre or greater. The said Drainage Impact Analysis shall be prepared pursuant to the guidelines specified in these regulations. (Ord. No. 00-11-12, § III, 11-20-00)
    - b. Preliminary Subdivision Stormwater Pollution Prevention Plan. A Stormwater Pollution Prevention Plan, including all required documentation, shall be submitted in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control, Section 25-14.
  4. Preliminary Plat Procedure.



- a. Submission Procedure. An application for subdivision approval and the Preliminary Plat shall be submitted to the Director of Planning and Zoning from the record owner(s) of the property being subdivided. If the property is in the name of a corporation, a resolution authorizing the subdivision or authorizing an individual to request such approval shall be submitted. One (1) Mylar or film reproducible copy, five (5) original copies, and one (1) 11" × 17" Mylar or film reproducible copy of the Preliminary Plat shall accompany the application. Upon submission, the Preliminary Plat shall be stamped with the date of filing, and with an acknowledgment that the required filing fees have been paid.
- b. Departmental Review. The Director of the Department of Planning and Zoning shall then review the Preliminary Plat for conformance with the relevant land use regulations. The Director of Planning and Zoning shall inform the subdivider in writing within fifteen (15) calendar days of the date of receipt of the Preliminary Plat the data submitted does or does not meet the objectives of these subdivision regulations. If the data submitted does not meet the objectives of these regulations, the reason(s) shall be so stated. When the Preliminary Plat is found to conform to these regulations, the Commission, through the Department of Planning and Zoning, shall schedule a public hearing on the proposed subdivision.

#### **Subdivision Ordinance, Section II. Subdivision Procedure. E. 4.**

- e. Public Hearing/Decision Process. The subdivider or his representative shall be present at the public hearing to explain the proposal and to answer questions. Following the public hearing, the Commission shall either:
  - (1) Approve the Preliminary Plat as submitted.
  - (2) Conditionally approve the Preliminary Plat with conditions stated in writing.
  - (3) Disapprove the Preliminary Plat within sixty (60) calendar days of the date of the public hearing unless the time is extended by mutual agreement between the Commission and the subdivider.

The reason(s) for disapproval shall be stated in writing to the subdivider. Approval or conditional approval shall be evidenced by the Commission Chairman's signature on the Preliminary Plat. Any conditions or requirements shall be referenced and attached to the Preliminary Plat and application. The Commission, through the Department of Planning and Zoning, shall notify the Parish President and the Parish Council of the decision regarding the presented Preliminary Plat. Approval or conditional approval shall be valid for a period of six (6) months from the date of the Commission decision, unless extended by the Commission. Preliminary Plat approval of any successive phase of an approved subdivision expires when construction is interrupted on any such phase for a period of six (6) months or more.

#### **Subdivision Ordinance, Section III. Geometric Standards**

##### **III. - Geometric standards.**

A. *Streets.* Streets shall be arranged to conform to the St. Charles Parish Street Plan and shall provide for continuation of existing and recorded streets in the area.

1. Classification. Streets shall be classified as one of the following:
  - a. Arterial. Streets, including freeways and expressways, which are primarily for through traffic. Property which abuts arterial streets should not front onto the roadway unless separated by a service road.
  - b. Collector. Streets which provide a route between an arterial street and a local street and should be arranged to discourage through traffic.
  - c. Local. Streets which provide direct access to lots. Local streets shall be arranged to discourage through traffic.

2. Right-of-Way. Street right-of-way width shall conform to the following minimum requirements.
  - a. Arterial. In curb and gutter subsurface drainage subdivisions, the requirement shall be eighty (80) feet for two-lane roadways and one hundred (100) feet for four-lane roadways. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be seventy (70) feet for two-lane roadways and one hundred (100) feet for four-lane roadways.

- b. Collector and Local. In curb and gutter subsurface drainage subdivisions, the requirement shall be fifty (50) feet. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be sixty (60) feet.
- c. Alley. Twenty (20) feet.
- d. Existing Streets. Subdivisions developed along one (1) side of existing streets shall dedicate one-half (½) of the minimum right-of-way for the street classification. Subdivisions developed along both sides of an existing street shall dedicate the minimum right-of-way for the street classification.

- e. Dead End Street. Permanent dead end streets shall have a turning circle (cul-de-sac) at the street terminus with a minimum right-of-way radius of sixty (60) feet. The turning circle shall contain a minimum pavement radius of forty-five (45) feet. The entrance to a permanent dead end street shall be posted with a sign stating "No Through Street".

- f. Boulevards. One hundred (100) feet.

3. Street Names: omitted



4. Utilities. Space within the street right-of-way shall be designated for the construction of sub-surface or open-swale drainage, sanitary sewers and public facilities and shall be in accordance with the typical sections.
  - a. Water lines located in the street right-of-way shall be placed on the opposite side of the street from sanitary sewer lines unless a variation is approved by the Parish Engineer.
  - b. Street light standards may be located on either side of the street or in the center of the median on boulevards.
5. Intersections. Street centerlines shall intersect as nearly as possible at a ninety (90) degree angle, but in no case shall the angle of intersection be less than seventy-five (75) degrees or greater than one hundred five (105) degrees.
6. Railroad Crossings. All railroad crossings shall conform to the standards and specifications set out in the Louisiana Manual of Uniform Traffic Control Devices, as well as all Parish, State, Federal, and railroad requirements.
- B. *Blocks*:
  1. Length. No block shall be longer than one thousand five hundred (1,500) feet nor less than five hundred (500) feet between street centers. Block separation, including stub outs, shall be paved to provide a minimum of two (2) ingresses and egresses to the proposed subdivision or accommodation for future access may be approved. (Ord. No. 06-1-23, § IV, 1-23-06)
  2. Width. The width of blocks should normally be sufficient to provide for two (2) tiers of lots except for lots abutting arterial streets, railroad rights-of-way, etc.
  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.
- 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.
    - a. Corner Lot. Corner lots shall have extra width to permit setback lines on the side of the lots adjacent to a side street. The extra width shall be sufficient to allow the lot to meet the minimum zoning requirements of the St. Charles Parish Zoning Ordinance excluding the side street setback distance.
    - 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.
  2. Lot Lines. All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission.
  3. Large Lots. When a parcel of land is subdivided into large lots, the Commission may require the shape and dimensions of the lots arranged so that resubdivision of any lots will meet the requirements of these Regulations and the St. Charles Parish Zoning Ordinance.
- D. *Servitudes and Rights-of-Way*:
  1. Utility Servitudes. Public utility servitudes shall be provided where necessary for poles, wires, conduits, sanitary sewers, and other utilities. The minimum width of servitude[s] shall be fifteen (15) feet.
  2. Drainage Servitude. Whenever a drainage channel, stream, or water course exists or is provided for in a subdivision, a servitude or right-of-way shall be dedicated on each side of such facilities to provide for maintenance and construction. The minimum width shall be the top bank width of the drainage ditch plus twenty (20) feet on one (1) side and ten (10) feet on the opposite side.
- E. *Building Lines*. Building setback lines shall meet the minimum requirements of the St. Charles Parish Zoning Ordinance for the type of development.
- F. *Parks, Playgrounds, School Sites, Etc.* In order that open space and sites for public use may be properly located and preserved as the parish develops, and in order that the cost of providing the public school, park and recreation sites necessary to serve the additional families brought into the community by residential subdivision development may be more equitably proportioned on the basis of the additional need created by the individual residential subdivision developments, the following provisions are established.

## ANALYSIS

The applicant requests a waiver from the lot arrangement requirement: "All lots shall possess frontage on a street or roadway that meets the specifications of these regulations." Oak Alley lots would be accessed by a private street, however, the developers intend to dedicate the water, sewer, and drainage improvements.

Dedication is the third phase of subdivision development which generally occurs as an act of the Parish Council after the construction is approved and does not require action by the Planning Commission. In this case, if the waiver is approved, the final plat will



need to show the street as a lot or parcel in and of itself and servitudes for the utilities to be dedicated will need to be shown and described.

**DEPARTMENT RECOMMENDATIONS**

The Department has no objection.

December 10, 2018

Mr. Michael Albert  
Director, Department of Planning and Zoning  
St. Charles Parish  
P.O. Box 302  
Hahnville, Louisiana 70057

RE: Oak Alley

Dear Mr. Albert:

Please accept this letter request to apply to the Planning and Zoning Commission for a Waiver of the St. Charles Parish Subdivision Ordinance of 1981 for a Supporting Resolution to waive requirements for minimum frontage width on a developed public Street.

We ask that this request be heard at the commission's January 10, 2019 meeting and if approved to the parish council for further consideration.

Should you have any questions, please do not hesitate to call me.

Sincerely,



Gary Smith Sr.

ST. CHARLES PARISH  
PLANNING BOARD OF COMMISSIONERS  
JANUARY 10, 2019  
7:00 P.M.

CALL TO ORDER  
PLEDGE OF ALLEGIANCE

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TABLED CASE:

1     **PZR-2018-08**

Requested by: Supreme Developers, LLC for a change in zoning classification from C-2 to R-3 at 21 Barreca St., Norco. Council District 6.

**Requires Planning Commission recommendation and Council approval. Forward to Council February 4, 2019.**

PUBLIC HEARINGS:

11    **PZHO-2019-01**

Requested by: Frank Taormina Jr. for a home occupation – “Frank’s Adjusting Company, LLC” at 2007 Ormond Blvd., Destrehan. Zoning District R-1B. Council District 3.

**Requires Planning Commission approval.**

15    **PZHO-2019-02**

Requested by: Craig & Wendy Petit for a home occupation – “LaPetit’s Cuisine & Catering at 146 Alice St., Ama. Zoning District R-1A(M). Council District 2. **Requires Planning Commission approval.**

19    **PZSPU-2019-01**

Requested by: Bliss Davis for an Accessory Dwelling Unit (ADU) at 332 Apple St., Norco. Zoning District R-1A. Council District 6.

**Requires Planning Commission approval and Council resolution. Forward to Council January 22, 2019.**

28    **PZS-2018-32**

Requested by: MHI Investments LLC to modify the Preliminary Plat and Construction approvals for Oak Alley Subdivision to include an additional waiver to the dedicated public street frontage requirement for each new lot and to waive the geometric standards to the lot that will contain the private road. Zoning District C-2/R-1B. Council District 3.

**Requires Planning Commission recommendation and Council resolution. Forward to Council January 22, 2019.**

35    **PZR-2019-01**

Requested by: Brennen & Melissa Friloux for a change in zoning classification from C-3 to R-3 at 14187 & 14189 Hwy. 90. Council District 4

**Requires Planning Commission recommendation and Council approval. Forward to Council February 4, 2019.**

44    **PZO-2019-01**

Requested by: Larry Cochran, Parish President to amend the Zoning Ordinance to clarify the definition of child daycare home and child daycare center.

**Requires Planning Commission recommendation and Council approval. Forward to Council February 4, 2019.**

St. Charles Parish

Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZS-2018-32

GENERAL INFORMATION

- ◆ Name/Address of Applicant

MHI Investments LLC  
10557 Airline Highway  
St. Rose, LA 70087  
504.737.1600; garyjr@mdi-dredging.com
- Application Date: 12/10/18
- ◆ Location of Site
- Tract X-1, eight (8) acres of land north of the Ormond Plantation Mansion at west of Oak Alley Lane.

- ◆ Requested Action
- "Waiver from the requirement for frontage on a developed public street"

SITE INFORMATION

- ◆ Size of Parcel
- Tract X-1 is 8 acres (348,480 square feet)  
Proposed Lot 1 is 33,009 square feet  
Proposed Lot 2 is 53,663 square feet  
Proposed Lot 3 is 48,514 square feet  
Proposed Lot 4 is 50,629 square feet  
Proposed Lot 5 is 140,250 square feet
- ◆ Current Zoning and Land Use
- The bulk of the site is zoned C-2, General Commercial. Proposed lot 1 is predominantly zoned R-1B, single-family low-density.
- ◆ Surrounding Zoning and Land Use
- R-1B zoning and single-family uses are located on the west, southwest and northwest. C-2 Zoning developed with the Ormond Plantation Manor House.
- ◆ Future Land Use Recommendation
- Neighborhood Commercial:* Neighborhood Commercial areas accommodate retail sales and services for the daily self-sufficiency of residents of a neighborhood or neighborhoods, such as convenience shopping, dry cleaners, hair salons and barber shops, day care centers, coffee shops, professional and business service offices, etc. Uses permitted in the C-1 (Commercial Office) zoning district are allowed in this district. Some uses that are permitted in the C-2 zoning district are also appropriate (e.g., bakeries, tailors, etc.). On the Future Land Use Map, Neighborhood Commercial areas are shown conceptually as nodes around major intersections or segments along roadways where commercial uses serve on or multiple adjacent neighborhoods, or where the development of new commercial uses to serve adjacent neighborhoods is intended. The size of a Neighborhood Commercial area ranges between 2-5 acres, and its service/trade area is approximately 1 mile.
- ◆ Traffic Access
- The applicants request retaining ownership of the roadway surface and width.
- ◆ Utilities
- This subdivision received construction approval from the Planning Commission on September 6, 12018; Council approval of waivers on September 17, 2018; and Notice to Proceed with construction from the Director of Public Works/Wastewater on September 26, 2018. Utilities are under construction as approved. The

applicants wish to continue with construction in order to dedicate the water, sewer, and drainage utilities.

## **APPLICABLE REGULATIONS**

### **Subdivision Ordinance, Section II. Subdivision Procedure.**

- D. *Major Resubdivisions.* For any subdivision or resubdivision resulting in six (6) or more lots, including any remainder of the original lot, plat, tract, parcel, and/or any subdivision or resubdivision requiring dedication of public improvements, approval shall consist of preliminary plat approval and construction approval by the Planning and Zoning Commission, and final approval by the Parish Council.
- E. *Preliminary Plat Requirements.*
1. When Required. A formal preliminary plat shall be required for all subdivisions except where no street, drainage, or sewer improvements are required. (See Section II.C.).
  2. Mandatory Submission Requirements. The preliminary plat shall conform to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The preliminary plat shall contain the following mandatory information:
    - a. The name(s) and address(es) of the owner(s) and subdivider(s).
    - b. The seal of the land surveyor preparing the plat and the date of preparation. The plat shall be dated within one (1) year of the subdivision application date.
    - c. A title block containing the subdivision name, location of the property, a true north arrow, and the required scale for the preliminary plat, both written and graphic. The preliminary plat shall be drawn to a scale of one (1) inch equals one hundred (100) feet for a subdivision of one hundred and sixty (160) acres and less. If the subdivision contains more than one hundred and sixty (160) acres, the preliminary plat may be drawn to a scale of one (1) inch equals two hundred (200) feet.
    - d. Existing property lines, including width and names of bounding streets.
    - e. Section and township lines.
    - f. Zoning district boundary lines, only when such boundary lines bisect the proposed subdivision.
    - g. Location and dimensions of existing improvements, including municipal numbering where applicable.
    - h. Qualifying statement, as follows: "St. Charles Parish land use regulations, including setback standards, supersede private subdivision covenants where parish regulations are more restrictive."
    - i. Existing drainage ditches and canals and their respective servitudes.
    - j. Existing lakes and ponds.
    - k. Name(s) and address(es) of adjoining property owner(s) as they appear on the tax assessor's roles.
    - l. Name(s) of adjoining subdivisions.
    - m. Layout and dimensions, including area, of all proposed lots which shall be numbered consecutively.
    - n. Layout and dimensions of servitudes and rights-of-way, including sidewalks.
    - o. Existing bridges, culverts, watermain, sanitary and storm sewers, and other underground structures indicating pipe sizes, grades, and manholes.
    - p. Existing contours at one-foot intervals using mean sea level datum for ground slope within the subdivisions.
    - q. Proposed method and source of sewage disposal and/or treatment.
    - r. Proposed method and plan for drainage.
    - s. Location and size of any proposed school sites, park sites, playgrounds, or other special uses of land.
    - t. A composite road plan with graphic alignment, proposed street names, right-of-way widths, curve radii and tangent length, intended type of surfacing material, street lighting plan, and the location and type of any proposed railroad crossing(s) for subdivision access.
    - u. Vicinity map at a scale of one (1) inch equals two thousand (2,000) feet.
    - v. Statement of Dedication. Submission of the Preliminary Plat shall be accompanied by a written "Statement of Dedication," indicating the subdivider's intent to submit a final "Act of Dedication" prior to approval of the Final Plat.
  3. Preliminary Plat/Additional Submission Requirements.
    - a. Drainage Impact Analysis. A Drainage Impact Analysis shall be completed by a Civil Engineer registered with the State of Louisiana for all subdivisions of property of one (1) acre or greater. The said Drainage Impact Analysis shall be prepared pursuant to the guidelines specified in these regulations. (Ord. No. 00-11-12, § III, 11-20-00)
    - b. Preliminary Subdivision Stormwater Pollution Prevention Plan. A Stormwater Pollution Prevention Plan, including all required documentation, shall be submitted in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control, Section 25-14.
  4. Preliminary Plat Procedure.



- a. Submission Procedure. An application for subdivision approval and the Preliminary Plat shall be submitted to the Director of Planning and Zoning from the record owner(s) of the property being subdivided. If the property is in the name of a corporation, a resolution authorizing the subdivision or authorizing an individual to request such approval shall be submitted. One (1) Mylar or film reproducible copy, five (5) original copies, and one (1) 11" × 17" Mylar or film reproducible copy of the Preliminary Plat shall accompany the application. Upon submission, the Preliminary Plat shall be stamped with the date of filing, and with an acknowledgment that the required filing fees have been paid.
- b. Departmental Review. The Director of the Department of Planning and Zoning shall then review the Preliminary Plat for conformance with the relevant land use regulations. The Director of Planning and Zoning shall inform the subdivider in writing within fifteen (15) calendar days of the date of receipt of the Preliminary Plat the data submitted does or does not meet the objectives of these subdivision regulations. If the data submitted does not meet the objectives of these regulations, the reason(s) shall be so stated. When the Preliminary Plat is found to conform to these regulations, the Commission, through the Department of Planning and Zoning, shall schedule a public hearing on the proposed subdivision.

**Subdivision Ordinance, Section II. Subdivision Procedure. E. 4.**

- e. Public Hearing/Decision Process. The subdivider or his representative shall be present at the public hearing to explain the proposal and to answer questions. Following the public hearing, the Commission shall either:
  - (1) Approve the Preliminary Plat as submitted.
  - (2) Conditionally approve the Preliminary Plat with conditions stated in writing.
  - (3) Disapprove the Preliminary Plat within sixty (60) calendar days of the date of the public hearing unless the time is extended by mutual agreement between the Commission and the subdivider.

The reason(s) for disapproval shall be stated in writing to the subdivider. Approval or conditional approval shall be evidenced by the Commission Chairman's signature on the Preliminary Plat. Any conditions or requirements shall be referenced and attached to the Preliminary Plat and application. The Commission, through the Department of Planning and Zoning, shall notify the Parish President and the Parish Council of the decision regarding the presented Preliminary Plat. Approval or conditional approval shall be valid for a period of six (6) months from the date of the Commission decision, unless extended by the Commission. Preliminary Plat approval of any successive phase of an approved subdivision expires when construction is interrupted on any such phase for a period of six (6) months or more.

**Subdivision Ordinance, Section III. Geometric Standards**

**III. - Geometric standards.**

A. Streets. Streets shall be arranged to conform to the St. Charles Parish Street Plan and shall provide for continuation of existing and recorded streets in the area.

1. Classification. Streets shall be classified as one of the following:
  - a. Arterial. Streets, including freeways and expressways, which are primarily for through traffic. Property which abuts arterial streets should not front onto the roadway unless separated by a service road.
  - b. Collector. Streets which provide a route between an arterial street and a local street and should be arranged to discourage through traffic.
  - c. Local. Streets which provide direct access to lots. Local streets shall be arranged to discourage through traffic.
2. Right-of-Way. Street right-of-way width shall conform to the following minimum requirements.
  - a. Arterial. In curb and gutter subsurface drainage subdivisions, the requirement shall be eighty (80) feet for two-lane roadways and one hundred (100) feet for four-lane roadways. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be seventy (70) feet for two-lane roadways and one hundred (100) feet for four-lane roadways.
  - b. Collector and Local. In curb and gutter subsurface drainage subdivisions, the requirement shall be fifty (50) feet. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be sixty (60) feet.
  - c. Alley. Twenty (20) feet.
  - d. Existing Streets. Subdivisions developed along one (1) side of existing streets shall dedicate one-half (½) of the minimum right-of-way for the street classification. Subdivisions developed along both sides of an existing street shall dedicate the minimum right-of-way for the street classification.
  - e. Dead End Street. Permanent dead end streets shall have a turning circle (cul-de-sac) at the street terminus with a minimum right-of-way radius of sixty (60) feet. The turning circle shall contain a minimum pavement radius of forty-five (45) feet. The entrance to a permanent dead end street shall be posted with a sign stating "No Through Street".
  - f. Boulevards. One hundred (100) feet.
3. Street Names: omitted

4. Utilities. Space within the street right-of-way shall be designated for the construction of sub-surface or open-swale drainage, sanitary sewers and public facilities and shall be in accordance with the typical sections.
  - a. Water lines located in the street right-of-way shall be placed on the opposite side of the street from sanitary sewer lines unless a variation is approved by the Parish Engineer.
  - b. Street light standards may be located on either side of the street or in the center of the median on boulevards.
5. Intersections. Street centerlines shall intersect as nearly as possible at a ninety (90) degree angle, but in no case shall the angle of intersection be less than seventy-five (75) degrees or greater than one hundred five (105) degrees.
6. Railroad Crossings. All railroad crossings shall conform to the standards and specifications set out in the Louisiana Manual of Uniform Traffic Control Devices, as well as all Parish, State, Federal, and railroad requirements.
- B. *Blocks*:
  1. Length. No block shall be longer than one thousand five hundred (1,500) feet nor less than five hundred (500) feet between street centers. Block separation, including stub outs, shall be paved to provide a minimum of two (2) ingresses and egresses to the proposed subdivision or accommodation for future access may be approved. (Ord. No. 06-1-23, § IV, 1-23-06)
  2. Width. The width of blocks should normally be sufficient to provide for two (2) tiers of lots except for lots abutting arterial streets, railroad rights-of-way, etc.
  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.
- 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.
    - a. Corner Lot. Corner lots shall have extra width to permit setback lines on the side of the lots adjacent to a side street. The extra width shall be sufficient to allow the lot to meet the minimum zoning requirements of the St. Charles Parish Zoning Ordinance excluding the side street setback distance.
    - 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.
  2. Lot Lines. All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission.
  3. Large Lots. When a parcel of land is subdivided into large lots, the Commission may require the shape and dimensions of the lots arranged so that resubdivision of any lots will meet the requirements of these Regulations and the St. Charles Parish Zoning Ordinance.
- D. *Servitudes and Rights-of-Way*:
  1. Utility Servitudes. Public utility servitudes shall be provided where necessary for poles, wires, conduits, sanitary sewers, and other utilities. The minimum width of servitude[s] shall be fifteen (15) feet.
  2. Drainage Servitude. Whenever a drainage channel, stream, or water course exists or is provided for in a subdivision, a servitude or right-of-way shall be dedicated on each side of such facilities to provide for maintenance and construction. The minimum width shall be the top bank width of the drainage ditch plus twenty (20) feet on one (1) side and ten (10) feet on the opposite side.
- E. *Building Lines*. Building setback lines shall meet the minimum requirements of the St. Charles Parish Zoning Ordinance for the type of development.
- F. *Parks, Playgrounds, School Sites, Etc.* In order that open space and sites for public use may be properly located and preserved as the parish develops, and in order that the cost of providing the public school, park and recreation sites necessary to serve the additional families brought into the community by residential subdivision development may be more equitably proportioned on the basis of the additional need created by the individual residential subdivision developments, the following provisions are established.

## ANALYSIS

The applicant requests a waiver from the lot arrangement requirement: "All lots shall possess frontage on a street or roadway that meets the specifications of these regulations." Oak Alley lots would be accessed by a private street, however, the developers intend to dedicate the water, sewer, and drainage improvements.

Dedication is the third phase of subdivision development which generally occurs as an act of the Parish Council after the construction is approved and does not require action by the Planning Commission. In this case, if the waiver is approved, the final plat will

need to show the street as a lot or parcel in and of itself and servitudes for the utilities to be dedicated will need to be shown and described.

**DEPARTMENT RECOMMENDATIONS**

The Department has no objection.

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
DEPARTMENT OF PLANNING AND ZONING**

**RESOLUTION NO.**\_\_\_\_\_

A resolution providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision; and,

**WHEREAS,** the subdivider has requested a waiver from the requirements for minimum frontage on a developed public street, or lot arrangement; and,

**WHEREAS,** the Planning and Zoning Commission approved/denied the requested waiver at their January 10, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting authorization to endorse the waiver from minimum frontage on a developed public street (lot arrangement) for Oak Alley Subdivision as requested by Gary Smith.

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

And the resolution was declared adopted this \_\_day of \_\_\_\_\_, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:\_\_\_\_\_

SECRETARY:\_\_\_\_\_

DLVD/PARISH PRESIDENT:\_\_\_\_\_

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

PARISH PRESIDENT:\_\_\_\_\_

RETD/SECRETARY:\_\_\_\_\_

AT:\_\_\_\_\_ RECD BY: \_\_\_\_\_

December 10, 2018

Mr. Michael Albert  
Director, Department of Planning and Zoning  
St. Charles Parish  
P.O. Box 302  
Hahnville, Louisiana 70057

RE: Oak Alley

Dear Mr. Albert:

Please accept this letter request to apply to the Planning and Zoning Commission for a Waiver of the St. Charles Parish Subdivision Ordinance of 1981 for a Supporting Resolution to waive requirements for minimum frontage width on a developed public Street.

We ask that this request be heard at the commission's January 10, 2019 meeting and if approved to the parish council for further consideration.

Should you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Gary I. Smith Sr.".

Gary Smith Sr.



FROM THE APPROVED CONSTRUCTION PLANS

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A-1	Street Layout
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**CUL DE SAC**

**G.M. STROTTAR  
INDUSTRIAL/MARINE  
CARUBBA  
ENGINEERING**

OAK ALLEY SUBDIVISION

DESTREHAN, LOUISIANA

PLAT STREET SECTION



**MURRAY**  
A Division of

ARCHITECTS	
PROJECT NUMBER	1822

date 04-07-2018

phase	CD
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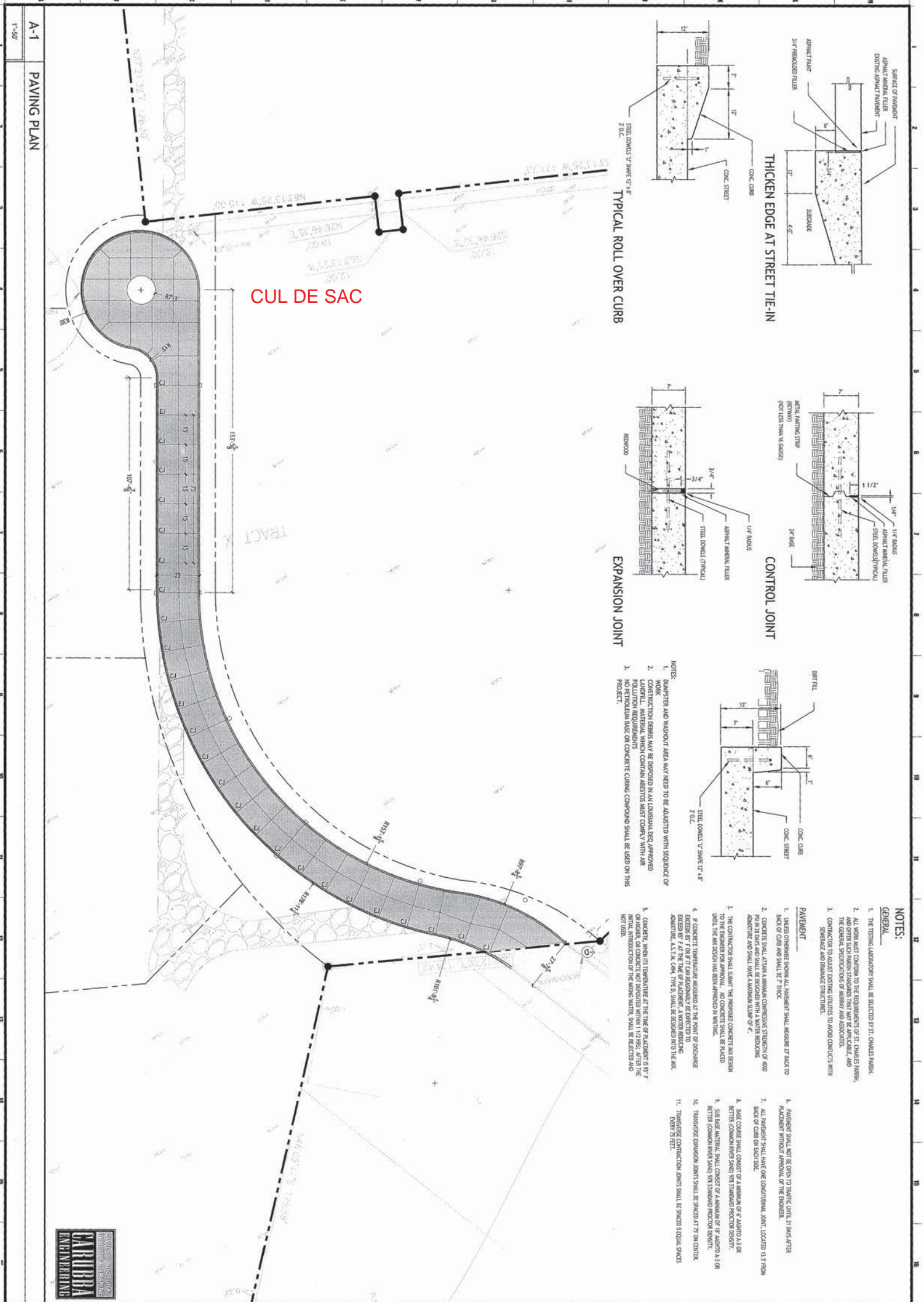


MURRAY  
ARCHITECTS

13760 River Road  
Destrehan, LA 70047  
(985) 764-7275  
fax (985) 725-0182

### C.1.1

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RESOLUTION WHICH WAS PASSED BY THE COUNCIL AND  
APPROVED BY PARISH PRESIDENT ALONG WITH ITEMS FROM  
THE AGENDA REGARDING THIS 1ST WAIVER REQUEST

2018-0237

INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III

RESOLUTION NO. 6370

A resolution providing supporting authorization to endorse the Preliminary Plat approval for Oak Alley Subdivision with waivers from the geometric standards regarding streets.

**WHEREAS**, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision regulations for a Preliminary Plat; and,

**WHEREAS**, the subdivider has requested a waiver from the geometric standards regarding streets; and,

**WHEREAS**, the Planning and Zoning Commission approved the preliminary plat with the requested waivers at their September 6, 2018 meeting.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, does hereby provide this supporting authorization to endorse the preliminary plat approval of Oak Alley Subdivision with a waiver from the geometric standards regarding streets as requested by MHI Investments, LLC.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: 9-18-2018

APPROVED: 

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

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: 2:45 pm

RECD BY: 

PRELIMINARY PLAT

OAK ALLEY

SURVEY PLAT AND RESUBDIVISION OF TRACT X-1 OF  
ORMOND PLANTATION INTO LOTS 1, 2, 3, 4 & 5 OF  
OAK ALLEY SUBDIVISION,  
SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST,  
& SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST,  
ST. CHARLES PARISH, LOUISIANA

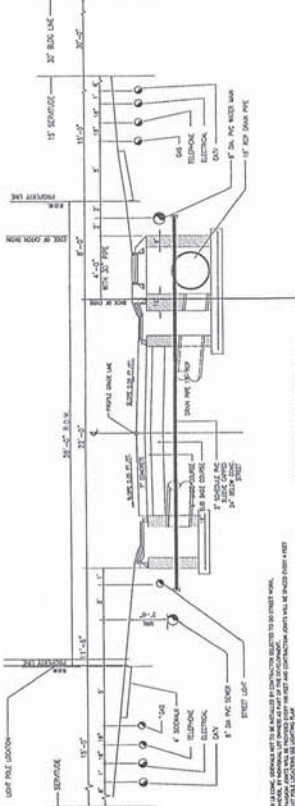
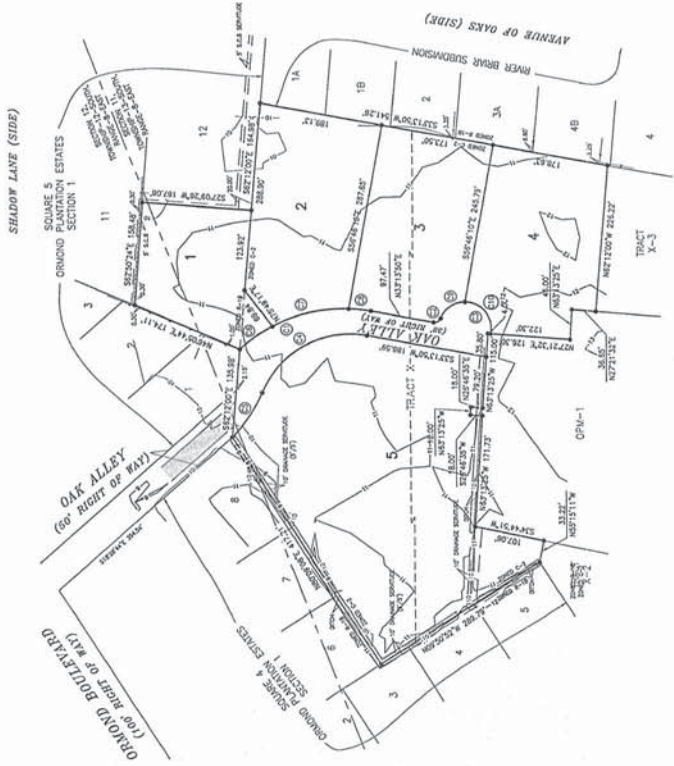
AREA TABLE	
LOT 1	31,008.24
LOT 2	31,008.24
LOT 3	31,008.24
LOT 4	31,008.24
LOT 5	31,008.24
TOTAL	155,042.16

CURVE DATA	
CURVE	ARC LENGTH
C1	215.87
C2	215.87
C3	119.85
C4	119.85
C5	119.85
C6	119.85
C7	119.85
C8	119.85
C9	119.85
C10	119.85

RECORDED IN THE CLERK OF COURTS  
OFFICE, ST. CHARLES PARISH ON THE  
DAY OF \_\_\_\_\_, 20\_\_ IN  
BOOK \_\_\_\_\_ FOLIO \_\_\_\_\_  
ENTRY NO. \_\_\_\_\_

APPROVED: \_\_\_\_\_  
PARISH PRESIDENT  
PLANNING & ZONING COMMISSION CHAIRMAN  
CHAIRMAN OF THE PARISH COUNCIL

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE CONSTITUTION AND  
SUBDIVISION OF LAND.



TYPICAL SECTION  
(NOT TO SCALE)

ADJOINING PROPERTY OWNERS	
LOT 1	ORMOND PLANTATION
LOT 2	ORMOND PLANTATION
LOT 3	ORMOND PLANTATION
LOT 4	ORMOND PLANTATION
LOT 5	ORMOND PLANTATION
LOT 6	ORMOND PLANTATION
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LOT 95	ORMOND PLANTATION
LOT 96	ORMOND PLANTATION
LOT 97	ORMOND PLANTATION
LOT 98	ORMOND PLANTATION
LOT 99	ORMOND PLANTATION
LOT 100	ORMOND PLANTATION

LEGEND:  
• = CALCULATED CORNER



VICINITY MAP  
(1" = 2000')

**DEVELOPER:** AMI INVESTMENTS, LLC  
1007 JEFFERSON HIGHWAY  
ST. CHARLES, LOUISIANA 70087

**OWNER:** AMI INVESTMENTS, LLC  
1007 JEFFERSON HIGHWAY  
ST. CHARLES, LOUISIANA 70087

**INTENT TO DEDICATE:**  
THE DEVELOPER WILL SUBMIT AN ACT OF DEDICATION FOR INFRASTRUCTURE PRIOR TO APPROVAL OF THE FINAL PLAT.

**CURRENT ZONING:**  
ZONED C-2 (GENERAL COMMERCIAL DISTRICT - RETAIL SALES) & R-18 (SINGLE FAMILY RESIDENTIAL DETACHED DISTRICT)

**LAND USE STATISTICS:**  
SETBACK: 20 FEET  
FRONT: 5 FEET  
SIDE: 10 FEET  
REAR: 25 FEET

**LAND USE STATISTICS:**  
SETBACK: 20 FEET  
FRONT: 5 FEET  
SIDE: 10 FEET  
REAR: 25 FEET

**GENERAL SURVEY NOTES:**  
1. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK REQUIREMENTS, SUPERSEDE PRIVATE SUBDIVISION COVENANTS WHEN IN CONFLICT WITH THE CHARLES PARISH LAND USE REGULATIONS.  
2. IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.  
3. LOT OWNERS NAMES AND ADDRESSES ARE AS THEY APPEAR ON THE ST. CHARLES PARISH TAX ASSESSORS SITE.  
4. THE MONUMENTS WILL BE SET UPON PARISH APPROVAL.  
5. ZONING INFORMATION OBTAINED FROM THE ST. CHARLES PARISH INTERACTIVE GIS SERVICE AND ST. CHARLES PARISH MUNICIPALITY.

**SURVEY REFERENCE:**  
1. RESUBDIVISION OF THE ORMOND PLANTATION MANSION & TRACT X INTO TRACTS X-1, X-2, X-3 & OPM-1, ORMOND PLANTATION BY CORY A. DUMAS, P.L.L.C., DATED MARCH 2, 2016, LAST REVISED JULY 11, 2016.  
2. ORMOND PLANTATION ESTATES, SECTION 1 BY DONALD PAUL BOURDEAU, SURVEYOR DATED APRIL 4, 1973.  
3. SURVEY OF TRACT "X" AND ORMOND PLANTATION MANSION BY GILBERT, KELLY AND COUTURE INC., DATED APRIL 10, 1996.

**BASIS OF BEARING:**  
TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

**ELEVATION NOTES:**  
ELEVATIONS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE USING DATUM DATUM DATED 7/26/2010 AND 83 INTO 86 GEOD 10A.

**CORY A. DUMAS**  
SURVEYOR  
STATE OF LOUISIANA  
NO. 12345

**BADING MARQUIS & ASSOCIATES, LLC**  
PROFESSIONAL ENGINEER  
NO. 12345

**MURRAY ARCHITECTS, INC.**  
P.O. BOX 780  
METairie, LA 70004  
(504) 834-0200

THIS PLAT & OBJECTS AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE SUPERVISION AND CONTROL OF THE SURVEYOR, AND IN ACCORDANCE WITH THE REQUIREMENTS OF LOUISIANA'S CONSTITUTION AND SUBDIVISION OF LAND ACT, THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

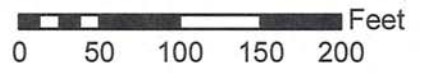
DATE: 07-14-2018  
SCALE: 1" = 100'  
DRAWN BY: J.A.  
CHECKED BY: J.A.  
JOB NO.: 973308



PZS-2018-32

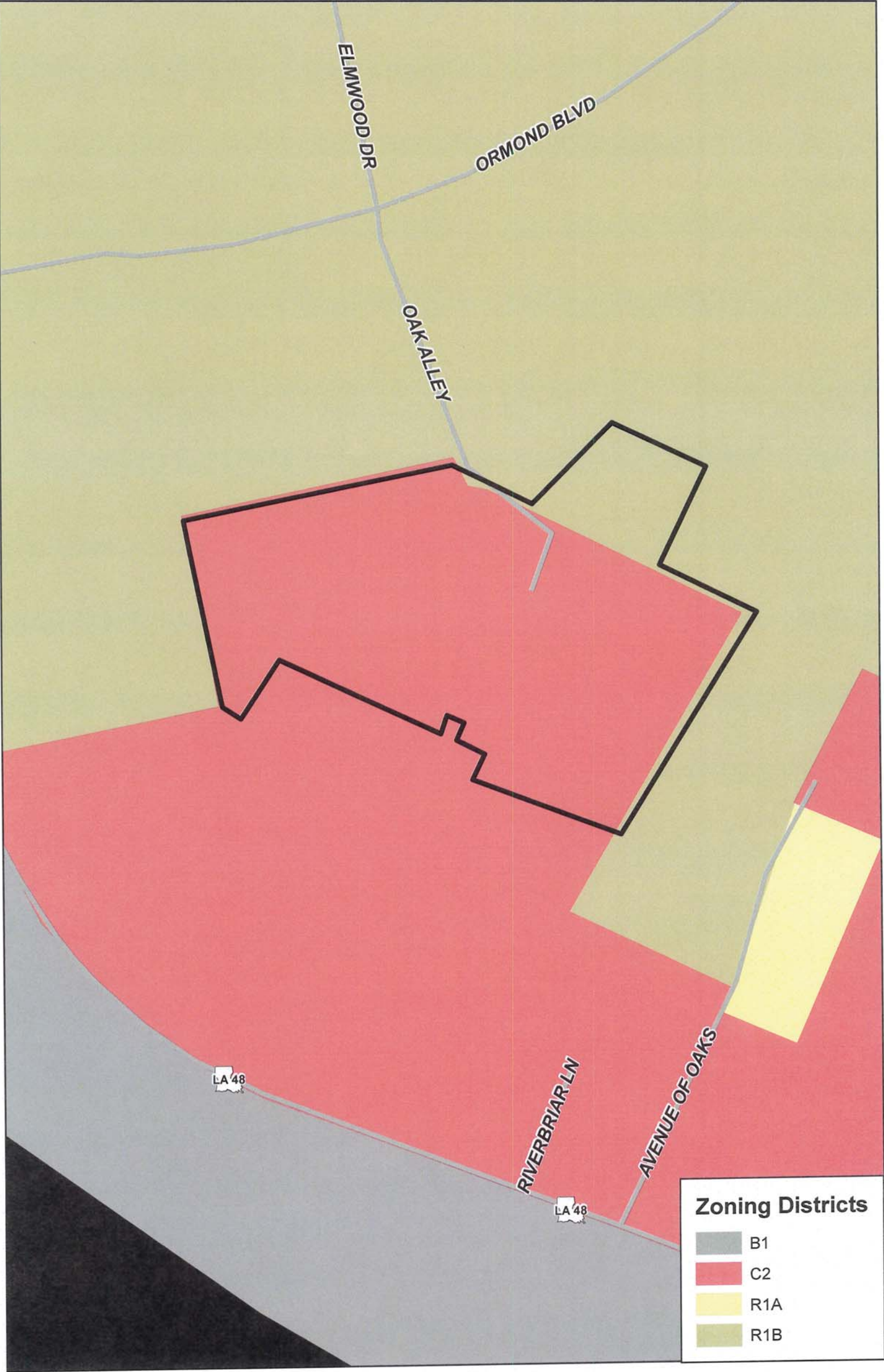
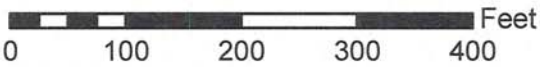
Requested by: MHI Investments, LLC

For preliminary plat approval of a five lot subdivision



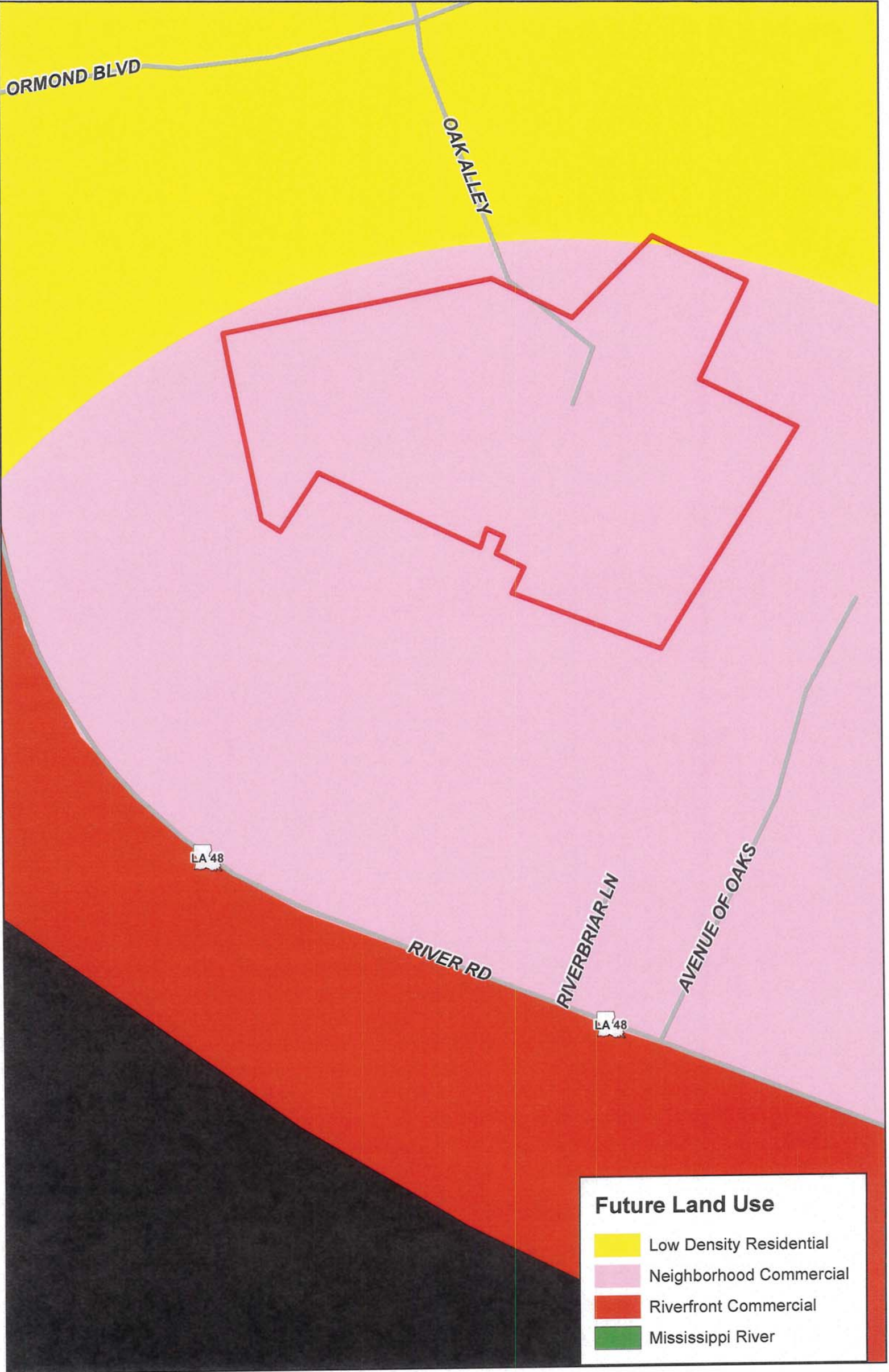
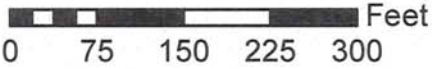


PZS-2018-32  
Requested by: MHI Investments, LLC  
For preliminary plat approval of a five lot subdivision





PZS-2018-32  
Requested by: MHI Investments, LLC  
For preliminary plat approval of a five lot subdivision



**Future Land Use**

Yellow	Low Density Residential
Pink	Neighborhood Commercial
Red	Riverfront Commercial
Green	Mississippi River

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## **RECOMMENDATIONS AT A GLANCE**

PZS-2018-32 requested by MHI Investments LLC for Preliminary Plat and Construction approval for Oak Alley Subdivision, a resubdivision of Tract X-1 of the Ormond Plantation Mansion into 5 Lots in Destrehan, with a waiver from geometric standards for streets. Zoning District C-2/R-1B. Council District 3.

### **Planning Department Recommendation:**

Preliminary Plat:

Approval with waivers from the geometric standards regarding streets.

### **Planning Commission Recommendation:**

Preliminary Plat:

Approval with waivers from the geometric standards regarding streets.



Commissioner Booth: Next item on the agenda PZS-2018-32 requested by MHI Investments LLC for Preliminary Plat and Construction approval for Oak Alley Subdivision, a resubdivision of Tract X-1 of the Ormond Plantation Mansion into 5 Lots in Destrehan, with a waiver from geometric standards for streets. Zoning District C-2/R-1B. Council District 3. Ms. Stein.

Ms. Stein: Thank you Mr. Chair. This applicant is requesting both a preliminary plat approval and a construction plans approval. It's a major subdivision, it's 5 lots that will be served by a 38 ft. wide right of way. It would be about 465 ft. long. That right of way that they are proposing would be substandard, it would be an extension of Oak Alley. The majority of the proposed subdivision is currently zoned C-2 and that is general commercial. There is one portion, actually Lot 1, is predominately zoned R-1B and that's large lot residential. So these get a little confusing, these were on your agenda last month for preliminary plat approval and the conceptual layout was not complete, it sat on the table last month and comes back to you this month for approval of both phases. The preliminary plat contains all the elements that it has to have for a preliminary plat. The applicant has submitted the required drainage impact analysis and a subdivision stormwater pollution prevention plan. However the proposed lots do not meet the geometric standards for lots, they're not perpendicular to the street. The street is also irregular, it doesn't meet the required width. The developer has requested waivers from these requirements. The subdivision also does not provide 2 ways in and out, that is a requirement, it's a block standard actually, why it's there in the geometric standards I'm not quite sure. The applicant did not request a waiver from that requirement but they'll discuss that this evening I think themselves. The construction plans are approved, those have gone to the Departments of Waterworks, Public Works, to the Contract Monitor for the street lighting layout and also the Department of Parks and Rec has completed their review of what they would request, either a fee in lieu of land or land dedication and they have decided to go with the fee. The developer intends that the subdivision develop with single family houses but because most of the lots remain C-2 there's no proposal to rezone. Single family houses would require a special permit from you. So anytime anybody wants to build a house in here with the exception of a house on Lot 1, they'll be coming back to you for a special permit. In addition, to develop any of the lots with C-2 uses, that would be retail commercial, that would require coming down Oak Alley Lane which also requires a special permit. So to access any commercial property through a residentially zoned street requires your approval also with a supporting resolution by the parish council. We do recommend approval of the subdivision, it has to be done in 2 phases and approval of the preliminary plat in contingent upon approval of all of the requested waivers. In addition, we also recommend that they request a waiver from the requirement for 2 ingresses and egresses to serve the property. If you vote to approve the preliminary plat, the request will go forward to the parish council for approval of the waivers, that will happen later in September. You can also vote separately on the construction plans which again has the endorsement of all the required review agencies, so we recommend approval of the construction plans as well but separately.

Commissioner Booth: Thank you Ms. Stein. This is a public hearing for PZS-2018-32, MHI Investments, LLC, the preliminary plat and construction approval of Oak Alley Subdivision, resubdivision of Tract X-1 of Ormond Plantation Mansion into 5 lots in Destrehan with waiver from geometric standards for streets. Anyone here to speak for or against? State your name and address Mr. Murray.

Yes Sir, my name is Joey Murray with Murray Architects and I'm here representing MHI Investments which is the owner of the resubdivision of the property. I'd like to point out that there are 3 specific waivers that has been asked for and it's dealing with first of the width of the street itself. Recently waivers have been granted with the street widths when you have a very short street such as this. There are other streets in the same neighborhood that are 18 ft. wide that serve just as many lots, actually more lots than what this would serve. The intention of the developer, this is a family development for family members, they want to include in their waivers the special permit use for single family homes because there is a restriction on the property that only single family



homes can be built there. With the street instead of 18 ft., they're asking the waiver to be 22 ft. for the portion that comes into the property itself serving those 5 lots. In addition the curves for the radius, the parish requirements call for 100 ft. radii and these are slightly less than 100 ft. so we need to have a waiver on that. This board has voted in the past for similar waivers and I find it quite refreshing to see some subdivisions with some curves put into them, it makes them look much better than straight shot subdivision. I think y'all have agreed with me in the past on that. The other item is concerning the dead end street and I think that the request from the dead end street including the turning circle took care of the request for the waiver for 2 points of ingress and egress. As you can see this is a portion of property that is left over from the plantation home that was not in commerce at all. With the acquisition of this property, the owner, which is the Smith family and Mr. Smith is here tonight, if you have any specific questions for him, he can get up and answer them. Their intention is to take this put it into commerce and build 5 homes there on that property. The smallest lot there is about 2 acres. In this we ask that you not only approve the waivers that we're asking for but also approve the special use for the single family homes, that was the request from the very beginning because this is going to be used for single family homes. On the street construction drawings those have been approved by the Public Works Department. All of the requirements have been met and been addressed and all the approvals have been issued and it's ready to move forward. With that I'm happy to answer any questions that you might have.

Commissioner Booth: Any questions for Mr. Murray? Yes Sir, Mr. O'Malley.

Mr. O'Malley: Mr. Murray is that width the 22 ft. is that the same as the existing Oak Alley?

Mr. Murray: No. Oak Alley is actually 26 ft. and this would transition to 22 ft. through the curve.

Mr. O'Malley: Which is not an issue. The cul de sac to be reduced from the 60 ft. down to 40.

Mr. Murray: The cul de sac has been reduced to 40 and we've addressed this with the school district in the past and the 40 ft. does allow for a school bus and a garbage truck to turn.

Mr. O'Malley: Ok. Not at the same time though.

Mr. Murray: Not at the same time.

Mr. O'Malley: I would think that the overall length of the street is not more than 2/10 of a mile?

Mr. Murray: The length of the street is about 850 ft. long.

Mr. O'Malley: Good, that's my only question. Thank you.

Mr. Murray: From the extension.

Mr. O'Malley: From the extension?

Mr. Murray: If you add the footage from Ormond you would have to add another 290-300 ft.

Mr. O'Malley: And that would be my concern if busses turning in the 40 ft. becomes an issue they would just have to get out to the boulevard.



Mr. Murray: They could get out and go there. The short distance that you have has 3 or 4 homes there. There are a lot of instances where a lot of school children walk that short distance to catch the bus.

Mr. O'Malley: Ok. Good. Thanks.

Mr. Albert: Mr. Chairman. Just for clarity the Commission has no authority to waive land use regulations so the special use provisions cannot be waived as part of this application.

Commissioner Booth: Ok.

Mr. Murray: Can you explain that please? I didn't hear you.

Mr. Albert: The special use requirements are part of the land use regulations, this is a subdivision application, the Board has limited authority to waive subdivision and street standards but no authority to waive, reduce, alter or engage in land use regulations outside of rezoning.

Mr. Murray: Ok, but a special use permit for a single family home is permissible correct?

Mr. Albert: It is permissible, it has to be done as a separate application.

Mr. Murray: Ok. Alright.

Commissioner Booth: Any other questions for Mr. Murray? Anyone else here to speak for or against this particular issue? Yes Ma'am. State your name and address for the record.

Anna Oliver, 107 Ormond Boulevard. The property is a great piece of property and checking with the people in the neighborhood who lives right there on Oak Alley, we're not aware of it being so commercially zoned and the neighborhood idea is fine for the family but we want to make sure that instead of just intentions of being residential, 5 houses for their family, that maybe a rezoning would help settle the neighbors so that we know that down the road a year or later one lot didn't do what they wanted and their business decides to put an office building or something back there because they can because it's C-2. So we just don't want commercial in that area.

Commissioner Booth: Ok. Thank you Ma'am. Will you respond to that Mr. Murray?

Mr. Murray: If I can answer that. The owners are putting a restriction on the property, it can only be used for residential purposes.

Commissioner Booth: Anyone else here to speak for or against this particular issue?

Commissioner Frangella: I've got a question. So the owner can put the restriction but if they sell it is that restriction binding?

Mr. Murray: It is binding, yes Sir.

Ms. Stein: Whether it's binding or not, the parish would be required to permit any commercial use that fits in a C-2 if somebody requests it and if they come to you for a special permit for the access. So I'm not really sure, people in our office discussed rezoning with the applicants, I wasn't at the meeting when that happened, so you will be seeing anything that develops on this property will come back to you. It will come back either for a rezone to R-1B is what we would recommend. It would come back to you because a special permit is required for access for commercial land through a residential zone, that ordinance has been on the books since 2006 and actually prior and also each lot that's zoned C-2 requires a special permit for a single family house.

Mr. Murray: Just so you know there are similar instances to that. My father's house on the River Road at #1 River Briar is commercial property but he uses as single family use. There is a single family home that is being used as commercial property right now next door but it could go back to single family use, but it is the statement from the owner, Mr. Gary Smith is here, he can tell you. The restriction on the property is residential. They're building their personal homes there.

Commissioner Booth: Any other questions or comments for Mr. Murray? Thank you Sir. Thank you Mr. Murray. Anyone else here to speak for or against this particular issue? Seeing none, the public hearing is closed. Any other comments or questions? Call for the vote. This is Preliminary Plat vote.

Ms. Stein: With waivers and actually I understand, I agree that the dead end request in the waiver request that's in your packet, I think that satisfies the same.

YEAS: Gordon, Petit, Granier, Richard, Booth, Frangella, Galliano  
NAYS: None  
ABSENT: None

Commissioner Booth: That passes unanimously. Our second vote is for the Construction Plans, any questions or comments for those plans? None? So we'll cast the vote for the Construction Plans.

YEAS: Gordon, Petit, Granier, Richard, Booth, Frangella, Galliano  
NAYS: None  
ABSENT: None

Commissioner Booth: That passes unanimously Mr. Murray.

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# St. Charles Parish

## Department of Planning & Zoning

### LAND USE REPORT

#### CASE NUMBER: PZS-2018-32

#### GENERAL INFORMATION

- ◆ **Name/Address of Applicant** **Application Date: 07/03/18**  
MHI Investments LLC  
10557 Airline Highway  
St. Rose, LA 70087  
504.737.1600; garyjr@mdi-dredging.com
- ◆ **Location of Site**  
Tract X-1, eight (8) acres of land north of the Ormond Plantation Mansion at west of Oak Alley Lane.
- ◆ **Requested Action**  
Preliminary Plat and Construction Plans Approval for a major subdivision of five (5) lots on an extension of Oak Alley with a request for waivers from geometric standards for lots and streets.

#### SITE INFORMATION

- ◆ **Size of Parcel**  
Tract X-1 is 8 acres (348,480 square feet)  
Proposed Lot 1 is 33,009 square feet  
Proposed Lot 2 is 53,663 square feet  
Proposed Lot 3 is 48,514 square feet  
Proposed Lot 4 is 50,629 square feet  
Proposed Lot 5 is 140,250 square feet
- ◆ **Current Zoning and Land Use**  
The bulk of the site is zoned C-2, General Commercial. Proposed lot 1 is predominantly zoned R-1B, single-family low-density.
- ◆ **Surrounding Zoning and Land Use**  
R-1B zoning and single-family uses are located on the west, southwest and northwest. C-2 Zoning developed with the Ormond Plantation Manor House.
- ◆ **Future Land Use Recommendation**  
*Neighborhood Commercial:* Neighborhood Commercial areas accommodate retail sales and services for the daily self-sufficiency of residents of a neighborhood or neighborhoods, such as convenience shopping, dry cleaners, hair salons and barber shops, day care centers, coffee shops, professional and business service offices, etc. Uses permitted in the C-1 (Commercial Office) zoning district are allowed in this district. Some uses that are permitted in the C-2 zoning district are also appropriate (e.g., bakeries, tailors, etc.). On the Future Land Use Map, Neighborhood Commercial areas are shown conceptually as nodes around major intersections or segments along roadways where commercial uses serve on or multiple adjacent neighborhoods, or where the development of new commercial uses to serve adjacent neighborhoods is intended. The size of a Neighborhood Commercial area ranges between 2-5 acres, and its service/trade area is approximately 1 mile.
- ◆ **Traffic Access**  
All proposed lots would exceed the required 60-foot width on an extension of Oak Alley, a public street.
- ◆ **Utilities**  
As a major subdivision, the developer will have to install utilities. Representatives for Parish utilities: water, sewer, drainage, streets, indicate that utilities in the area



can accommodate the impact of this development. Waterworks and the Contract Monitor have approved construction plans; the Parish Engineer has no objection to construction plans approval subject to waiver from street standards and resolution of seven (7) other minor technical issues with the plans and additional submissions.

## **APPLICABLE REGULATIONS**

### **Subdivision Ordinance, Section II. Subdivision Procedure.**

- D. *Major Resubdivisions.* For any subdivision or resubdivision resulting in six (6) or more lots, including any remainder of the original lot, plat, tract, parcel, and/or any subdivision or resubdivision requiring dedication of public improvements, approval shall consist of preliminary plat approval and construction approval by the Planning and Zoning Commission, and final approval by the Parish Council.
- E. *Preliminary Plat Requirements.*
1. When Required. A formal preliminary plat shall be required for all subdivisions except where no street, drainage, or sewer improvements are required. (See Section II.C.).
  2. Mandatory Submission Requirements. The preliminary plat shall conform to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The preliminary plat shall contain the following mandatory information:
    - a. The name(s) and address(es) of the owner(s) and subdivider(s).
    - b. The seal of the land surveyor preparing the plat and the date of preparation. The plat shall be dated within one (1) year of the subdivision application date.
    - c. A title block containing the subdivision name, location of the property, a true north arrow, and the required scale for the preliminary plat, both written and graphic. The preliminary plat shall be drawn to a scale of one (1) inch equals one hundred (100) feet for a subdivision of one hundred and sixty (160) acres and less. If the subdivision contains more than one hundred and sixty (160) acres, the preliminary plat may be drawn to a scale of one (1) inch equals two hundred (200) feet.
    - d. Existing property lines, including width and names of bounding streets.
    - e. Section and township lines.
    - f. Zoning district boundary lines, only when such boundary lines bisect the proposed subdivision.
    - g. Location and dimensions of existing improvements, including municipal numbering where applicable.
    - h. Qualifying statement, as follows: "St. Charles Parish land use regulations, including setback standards, supersede private subdivision covenants where parish regulations are more restrictive."
    - i. Existing drainage ditches and canals and their respective servitudes.
    - j. Existing lakes and ponds.
    - k. Name(s) and address(es) of adjoining property owner(s) as they appear on the tax assessor's roles.
    - l. Name(s) of adjoining subdivisions.
    - m. Layout and dimensions, including area, of all proposed lots which shall be numbered consecutively.
    - n. Layout and dimensions of servitudes and rights-of-way, including sidewalks.
    - o. Existing bridges, culverts, watermains, sanitary and storm sewers, and other underground structures indicating pipe sizes, grades, and manholes.
    - p. Existing contours at one-foot intervals using mean sea level datum for ground slope within the subdivisions.
    - q. Proposed method and source of sewage disposal and/or treatment.
    - r. Proposed method and plan for drainage.
    - s. Location and size of any proposed school sites, park sites, playgrounds, or other special uses of land.
    - t. A composite road plan with graphic alignment, proposed street names, right-of-way widths, curve radii and tangent length, intended type of surfacing material, street lighting plan, and the location and type of any proposed railroad crossing(s) for subdivision access.
    - u. Vicinity map at a scale of one (1) inch equals two thousand (2,000) feet.
    - v. Statement of Dedication. Submission of the Preliminary Plat shall be accompanied by a written "Statement of Dedication," Indicating the subdivider's intent to submit a final "Act of Dedication" prior to approval of the Final Plat.
  3. Preliminary Plat/Additional Submission Requirements.
    - a. Drainage Impact Analysis. A Drainage Impact Analysis shall be completed by a Civil Engineer registered with the State of Louisiana for all subdivisions of property of one (1) acre or greater. The said Drainage Impact Analysis shall be prepared pursuant to the guidelines specified in these regulations. (Ord. No. 00-11-12, § III, 11-20-00)
    - b. Preliminary Subdivision Stormwater Pollution Prevention Plan. A Stormwater Pollution Prevention Plan, including all required documentation, shall be submitted in accordance



with Chapter 25—Stormwater Management and Erosion and Sedimentation Control, Section 25-14.

4. Preliminary Plat Procedure.

- a. Submission Procedure. An application for subdivision approval and the Preliminary Plat shall be submitted to the Director of Planning and Zoning from the record owner(s) of the property being subdivided. If the property is in the name of a corporation, a resolution authorizing the subdivision or authorizing an individual to request such approval shall be submitted. One (1) Mylar or film reproducible copy, five (5) original copies, and one (1) 11" × 17" Mylar or film reproducible copy of the Preliminary Plat shall accompany the application. Upon submission, the Preliminary Plat shall be stamped with the date of filing, and with an acknowledgment that the required filing fees have been paid.
- b. Departmental Review. The Director of the Department of Planning and Zoning shall then review the Preliminary Plat for conformance with the relevant land use regulations. The Director of Planning and Zoning shall inform the subdivider in writing within fifteen (15) calendar days of the date of receipt of the Preliminary Plat the data submitted does or does not meet the objectives of these subdivision regulations. If the data submitted does not meet the objectives of these regulations, the reason(s) shall be so stated. When the Preliminary Plat is found to conform to these regulations, the Commission, through the Department of Planning and Zoning, shall schedule a public hearing on the proposed subdivision.

**Subdivision Ordinance, Section II. Subdivision Procedure. E. 4.**

- e. Public Hearing/Decision Process. The subdivider or his representative shall be present at the public hearing to explain the proposal and to answer questions. Following the public hearing, the Commission shall either:
  - (1) Approve the Preliminary Plat as submitted.
  - (2) Conditionally approve the Preliminary Plat with conditions stated in writing.
  - (3) Disapprove the Preliminary Plat within sixty (60) calendar days of the date of the public hearing unless the time is extended by mutual agreement between the Commission and the subdivider.

The reason(s) for disapproval shall be stated in writing to the subdivider. Approval or conditional approval shall be evidenced by the Commission Chairman's signature on the Preliminary Plat. Any conditions or requirements shall be referenced and attached to the Preliminary Plat and application. The Commission, through the Department of Planning and Zoning, shall notify the Parish President and the Parish Council of the decision regarding the presented Preliminary Plat. Approval or conditional approval shall be valid for a period of six (6) months from the date of the Commission decision, unless extended by the Commission. Preliminary Plat approval of any successive phase of an approved subdivision expires when construction is interrupted on any such phase for a period of six (6) months or more.

**Subdivision Ordinance, Section III. Geometric Standards**

**III. - Geometric standards.**

- A. Streets. Streets shall be arranged to conform to the St. Charles Parish Street Plan and shall provide for continuation of existing and recorded streets in the area.
1. Classification. Streets shall be classified as one of the following:
  - a. Arterial. Streets, including freeways and expressways, which are primarily for through traffic. Property which abuts arterial streets should not front onto the roadway unless separated by a service road.
  - b. Collector. Streets which provide a route between an arterial street and a local street and should be arranged to discourage through traffic.
  - c. Local. Streets which provide direct access to lots. Local streets shall be arranged to discourage through traffic.
2. Right-of-Way. Street right-of-way width shall conform to the following minimum requirements.
  - a. Arterial. In curb and gutter subsurface drainage subdivisions, the requirement shall be eighty (80) feet for two-lane roadways and one hundred (100) feet for four-lane roadways. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be seventy (70) feet for two-lane roadways and one hundred (100) feet for four-lane roadways.
  - b. Collector and Local. In curb and gutter subsurface drainage subdivisions, the requirement shall be fifty (50) feet. If a waiver to the required subsurface design is obtained, the requirement for open-swale designed subdivisions shall be sixty (60) feet.
  - c. Alley. Twenty (20) feet.
  - d. Existing Streets. Subdivisions developed along one (1) side of existing streets shall dedicate one-half (½) of the minimum right-of-way for the street classification. Subdivisions developed along both sides of an existing street shall dedicate the minimum right-of-way for the street classification.
  - e. Dead End Street. Permanent dead end streets shall have a turning circle (cul-de-sac) at the street terminus with a minimum right-of-way radius of sixty (60) feet. The turning circle shall contain a minimum pavement radius of forty-five (45) feet. The entrance to a permanent dead end street shall be posted with a sign stating "No Through Street".
  - f. Boulevards. One hundred (100) feet.



3. Street Names: omitted
4. Utilities. Space within the street right-of-way shall be designated for the construction of sub-surface or open-swale drainage, sanitary sewers and public facilities and shall be in accordance with the typical sections.
  - a. Water lines located in the street right-of-way shall be placed on the opposite side of the street from sanitary sewer lines unless a variation is approved by the Parish Engineer.
  - b. Street light standards may be located on either side of the street or in the center of the median on boulevards.
5. Intersections. Street centerlines shall intersect as nearly as possible at a ninety (90) degree angle, but in no case shall the angle of intersection be less than seventy-five (75) degrees or greater than one hundred five (105) degrees.
6. Railroad Crossings. All railroad crossings shall conform to the standards and specifications set out in the Louisiana Manual of Uniform Traffic Control Devices, as well as all Parish, State, Federal, and railroad requirements.
- B. *Blocks*:
  1. Length. No block shall be longer than one thousand five hundred (1,500) feet nor less than five hundred (500) feet between street centers. Block separation, including stub outs, shall be paved to provide a minimum of two (2) ingresses and egresses to the proposed subdivision or accommodation for future access may be approved. (Ord. No. 06-1-23, § IV, 1-23-06)
  2. Width. The width of blocks should normally be sufficient to provide for two (2) tiers of lots except for lots abutting arterial streets, railroad rights-of-way, etc.
  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.
- 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.
    - a. Corner Lot. Corner lots shall have extra width to permit setback lines on the side of the lots adjacent to a side street. The extra width shall be sufficient to allow the lot to meet the minimum zoning requirements of the St. Charles Parish Zoning Ordinance excluding the side street setback distance.
    - 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.
  2. Lot Lines. All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission.
  3. Large Lots. When a parcel of land is subdivided into large lots, the Commission may require the shape and dimensions of the lots arranged so that resubdivision of any lots will meet the requirements of these Regulations and the St. Charles Parish Zoning Ordinance.
- D. *Servitudes and Rights-of-Way*:
  1. Utility Servitudes. Public utility servitudes shall be provided where necessary for poles, wires, conduits, sanitary sewers, and other utilities. The minimum width of servitude[s] shall be fifteen (15) feet.
  2. Drainage Servitude. Whenever a drainage channel, stream, or water course exists or is provided for in a subdivision, a servitude or right-of-way shall be dedicated on each side of such facilities to provide for maintenance and construction. The minimum width shall be the top bank width of the drainage ditch plus twenty (20) feet on one (1) side and ten (10) feet on the opposite side.
- E. *Building Lines*. Building setback lines shall meet the minimum requirements of the St. Charles Parish Zoning Ordinance for the type of development.
- F. *Parks, Playgrounds, School Sites, Etc.* In order that open space and sites for public use may be properly located and preserved as the parish develops, and in order that the cost of providing the public school, park and recreation sites necessary to serve the additional families brought into the community by residential subdivision development may be more equitably proportioned on the basis of the additional need created by the individual residential subdivision developments, the following provisions are established.

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

1. Use Regulations:
  - a. building or land shall be used for the following purposes:
    - (1) All uses allowed in C-1 District.
    - (2) Retail sales (except auto and mobile home sales), usage, and storage
    - (3) Hotels, motels and apartment hotels
    - (4) [Repealed by Ord. No. 92-9-14, 9-8-92.]
    - (5) Restaurants (including drive-in restaurants) and cafeterias. Specific land use requirements for restaurants serving alcoholic beverages are contained in subsection III.59. of these regulations, with further details contained within Chapter 3 of the St. Charles Parish Code of Ordinances.



- (6) Animal hospitals where all animals are kept inside the building
- (7) Service station
- (8) Commercial recreation facilities
- (9) Commercial greenhouses and nurseries
- (10) Commercial schools
- (11) Shops not to exceed two thousand five hundred (2,500) square feet of floor area for the repair and servicing of the following: bicycles, radios, televisions, stereos and recorders, household appliances, locksmith, typewriters, other similar uses
- (12) Shops not to exceed two thousand five hundred (2,500) square feet of floor area may also include the following uses: dressmakers, millinery, tailors, baking goods sales, laundry and dry cleaners, theatres (but not the drive-in type),
- (13) Laboratories
- (14) Customary accessory uses incidental to the above uses when located on the same lot
- (15) Funeral homes (provided that a petition of no objection signed by a majority of property owners within a three hundred foot radius of the site and one hundred (100) percent of the property owners on the same street within the same block be filed with the Planning Zoning Department
- (16) Cemeteries and mausoleums, provided however that such uses shall be located on sites of at least twenty (20) acres, all graves shall be set back at least fifty (50) feet from all property lines, shall have a minimum street frontage of one hundred (100) feet and a fence or screen planting six (6) feet high shall be provided along all property lines adjoining all districts
- (17) Other uses of similar intensity.
- (18) Mini-storage facilities (limited to one-story construction in C-2 district).
- (19) Historic home site bed and breakfast.
- b. Special exception uses and structures include the following:
  - (1) Dwelling units contained within the office building
  - (2) Reserved
  - (3) Reserved
  - (4) Churches
  - (5) Movie theaters
  - (6) Temporary on-site construction buildings for a period of one (1) year upon approval of the Planning Director.
- c. Special permit uses and structures include the following:
  - (1) R-1A and R-1B uses upon review and approval by the Planning Commission.
  - (2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
  - (3) Office buildings for gaming operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.
  - (4) Motor vehicle repair. Automobile sales and service on designated federal and state highways; body repair activities being strictly prohibited in the C-2 zoning district.
  - (5) Heating and air conditioning service.
  - (6) Sheet metal shops
  - (7) Plumbing shops.
  - (8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
  - (9) Bingo halls, video bingo parlors, and off-track betting establishments upon review of the planning commission and ordinance of the St. Charles Parish Council.
- 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. (Ord. No. 08-8-9, § XI, 8-18-08)
- 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.



## ANALYSIS

The applicant requests Preliminary Plat and Construction Plans Approval of a major subdivision of five lots served by a 38-foot wide right-of-way approximately 466 feet-long. The right-of-way would be a sub-standard extension of Oak Alley. The majority of the proposed subdivision is zoned C-2 while the bulk of proposed Lot 1 is zoned R-1B. The applicant has requested a waiver from the street standards.

The Subdivision Regulations require major subdivisions to obtain Planning and Zoning Commission approval in two phases. The first is the Preliminary Plat, or conceptual layout. If approved, the developer completes and submits construction design plans for review by parish departments. Construction Approval is the second phase. After the Planning Commission approves the construction plans, the developer can begin construction. Parish Departments monitor the construction of the drainage, water, sewer, utilities, and streets. When construction is complete and certified to meet Parish standards, the developer can request Final Plat Approval, which includes a dedication of the streets and infrastructure to the Parish for public use. When the Final Plat is approved and recorded in the Clerk of Courts, the developer can begin selling lots.

The Preliminary Plat contains all 22 elements required by the Subdivision Regulations and the applicant has submitted the required drainage impact analysis and Preliminary Subdivision Stormwater Pollution Prevention Plan. However, the proposed lots do not meet the geometric standards for lots in that they are not perpendicular to the irregular street that provides access; the developer has requested a waiver which is included in this agenda. The surrounding area is characterized by irregular streets and lots.

Construction Plans are approved by Waterworks for the water line and by the Contract Monitor for the lighting layout. The Parish Engineer/Department of Public Works has issued a letter stating no objection to approval of the Construction Plans providing the required right-of-way width is reduced from 50 feet to 38 feet, the required paving width is reduced from 27 feet to 22 feet and required turn and cul-du-sac radii are also waived. Seven (7) other minor issues must be addressed to the satisfaction of the Public Works Director prior to construction. In addition, the design does not meet the requirement for a minimum of two ingresses and egresses. The developer has requested waivers from the standards.

The developer intends that subdivision to develop with residential uses. Because most of the lots remain C-2, single-family houses will require a Special Permit approved by the Planning Commission. C-2 uses in Oak Alley subdivision would also require a Special Permit because the only ingress is from Ormond Boulevard onto Oak Alley. Access to commercially zoned property through a residentially zoned street, like Oak Alley, requires a Special Permit approved by both the Planning Commission and the Parish Council.

## DEPARTMENT RECOMMENDATIONS

The Commission must make two separate votes on this project, first for the Preliminary Plat and then for the Construction approval.

1. Preliminary Plat: **The Department Recommends Approval subject to the approval of all requested waivers.** Should the Commission find that the waivers are not acceptable, the Preliminary Plat must be revised to reflect that determination. Requests for waivers during the Preliminary Plat process require a supporting resolution from the Parish Council.
2. Construction plans: **The Department Recommends Approval subject to the following conditions:**
  - a. Approval of the Construction plans is contingent upon approval of the Preliminary Plat and a supporting resolution of all requested waivers from the Parish Council. A Notice to Proceed shall not be issued until all requested waivers have final approval.
  - b. The Construction Plans must be revised to address the Parish Engineer's comments.





PRELIMINARY PLAT  
OAK ALLEY  
SURVEY PLAT AND RESUBDIVISION OF TRACT X-1 OF  
ORMOND PLANTATION INTO LOTS 1, 2, 3, 4 & 5 OF  
OAK ALLEY SUBDIVISION,  
SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST  
& SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST,  
ST. CHARLES PARISH, LOUISIANA

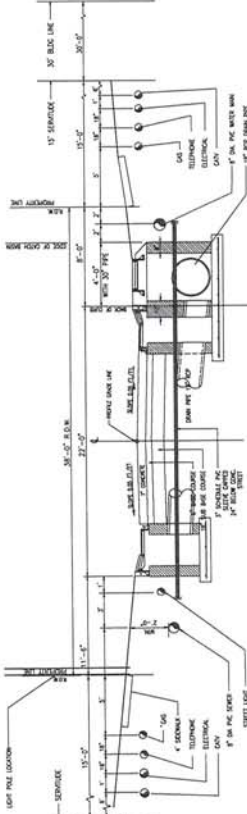
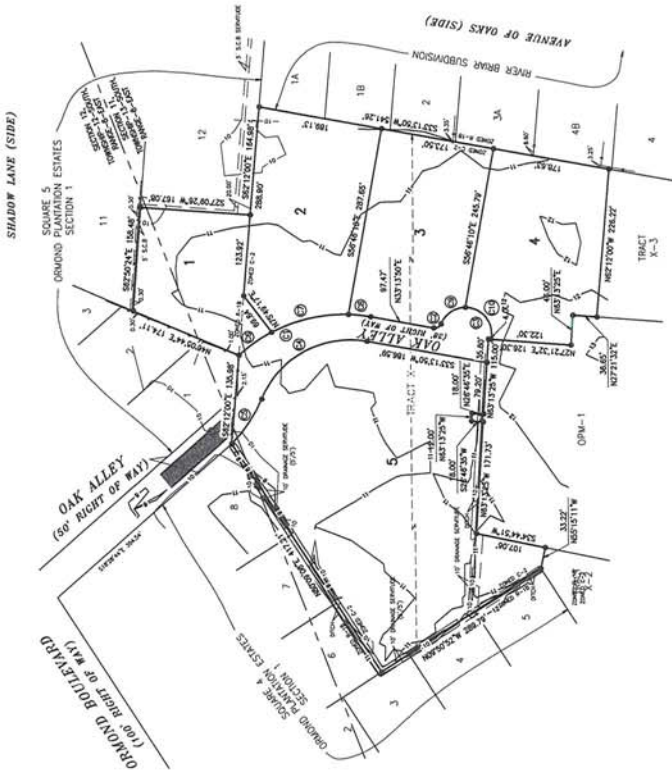
AREA TABLE	
LOT 1	33,009.34
LOT 2	34,114.50
LOT 3	34,114.50
LOT 4	34,114.50
LOT 5	34,114.50
RIGHT OF WAY	25,000.00

CURVE DATA	
CURVE	ARC LENGTH
C1	78.67
C2	78.67
C3	118.83
C4	89.37
C5	81.17
C6	31.26
C7	42.67
C8	72.67

RECORDED IN THE CLERK OF COURTS  
OFFICE, ST. CHARLES PARISH ON THE  
DAY OF \_\_\_\_\_, 20\_\_ IN  
BOOK \_\_\_\_\_ FOLIO \_\_\_\_\_ IN  
ENTRY NO. \_\_\_\_\_

APPROVED:  
  
PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_  
  
PLANNING & ZONING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_  
  
CHAIRMAN OF THE PARISH COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_

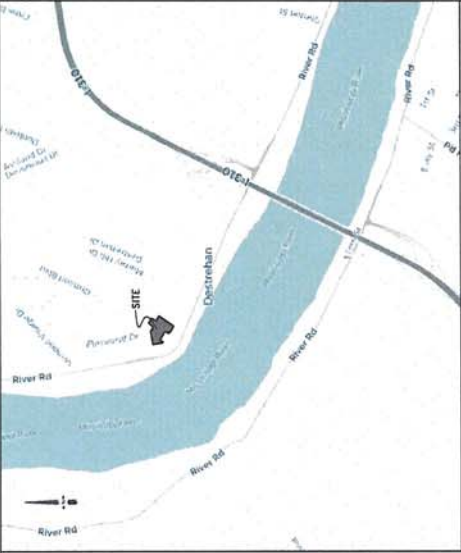
CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN  
ACCORDANCE WITH LA REVISED STATUTES 33:551 ET SEQ. AND  
THE RELEVANT PROVISIONS OF THE CONSTITUTION OF THE  
SUBDIVISION OF LAND.



TYPICAL SECTION  
(NOT TO SCALE)

ADJOINING PROPERTY OWNERS	
LOT 1	OWNERS
ORMOND SQUARE 4, ESTATE, SECTION 1	ARMAN E. STUBBS EXTREMIAN, LOUISIANA 70047
LOT 2	PAUL J. MARANT, JR. STREET 200 BOX 278 EXTREMIAN, LOUISIANA 70047
LOT 3	STEPHEN WILLIAMS & STEPHEN WILLIAMS EXTREMIAN, LOUISIANA 70047
LOT 4	WALTER ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 5	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 6	MARIN DELAMARE MCDONALD STREET 200 BOX 278 EXTREMIAN, LOUISIANA 70047
LOT 7	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 8	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 9	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 10	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 11	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 12	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 13	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 14	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 15	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 16	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 17	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 18	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 19	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 20	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 21	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 22	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 23	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 24	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 25	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 26	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
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LOT 50	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 51	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 52	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
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LOT 98	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 99	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047
LOT 100	JOSEPH ANDERSON & 104 ORMOND BOULEVARD EXTREMIAN, LOUISIANA 70047

LEGEND:  
● CALCULATED CORNER



VICINITY MAP  
(1" = 2000')

DEVELOPER: MB INVESTMENTS, LLC  
100 ORMOND BOULEVARD  
EXTREMIAN, LOUISIANA 70047  
OWNER: MB INVESTMENTS, LLC  
100 ORMOND BOULEVARD  
EXTREMIAN, LOUISIANA 70047  
INTENT TO DEDICATE:  
THE DEVELOPER WILL SUBMIT AN ACT OF DEDICATION FOR INFRASTRUCTURE PRIOR TO APPROVAL OF THE APPROVAL OF THE FINAL PLAT.

CURRENT ZONING:  
ZONED C-2 (GENERAL COMMERCIAL DISTRICT - RETAIL SALES) B R-18 (SINGLE FAMILY RESIDENTIAL DETACHED DISTRICT)  
SETBACKS: FRONT: 25 FEET  
SIDE: 8 FEET  
REAR: 25 FEET

LAND USE STATEMENT:  
ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK REQUIREMENTS, SUPERSEDE PRIVATE SUBDIVISION COVENANTS WHERE THE REGULATIONS ARE MORE RESTRICTIVE.

GENERAL SURVEY NOTES:  
1. IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.  
2. LOT OWNERS NAMES AND ADDRESSES ARE AS THEY APPEAR ON THE ST. CHARLES PARISH TAX ASSESSORS SITE.  
3. THE MONUMENTS WILL BE SET UPON PARISH APPROVAL.  
4. ZONING INFORMATION OBTAINED FROM THE ST. CHARLES PARISH INTERACTIVE GIS SERVICE AND ST. CHARLES PARISH MINICODE.

SURVEY REFERENCE:  
1. RESUBDIVISION OF THE ORMOND PLANTATION MARSHON & TRACT X INTO TRACTS X-1, X-2, X-3 & OPN-1, ORMOND PLANTATION BY CODY A. BARNARD, J.L.S. DATED MARCH 2, 2018, LAST REVISED JULY 19, 2018.  
2. ORMOND PLANTATION ESTATES, SECTION 1 BY DONALD PAUL BOURDEAUX, SURVEYOR DATED APRIL 4, 1973.  
3. SURVEY OF TRACT "C" AND ORMOND PLANTATION MARSHON BY GILBERT, KELLY AND COUTURE, INC., DATED APRIL 10, 1996.  
BASIS OF BEARING:  
TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

ELEVATION NOTES:  
ELEVATIONS WERE OBTAINED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE USING LOT 45 SOLUTION DATED 7/24/08 (NAD 83) WAY 88 GLOB 10A.

**DADING, MARQUES & ASSOCIATES, LLC**

PRELIMINARY

THIS PRELIMINARY PLAT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING. A FINAL PLAT MUST BE SUBMITTED TO THE CLERK OF COURTS FOR RECORDING. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

MADE AT THE REQUEST OF:

MARSH ARCHITECTS INC

PREPARED BY:

CODY A. BARNARD

DATE:

07-14-2018

SCALE:

1" = 100'

DRAWN BY:

JAB

CHECKED BY:

CAB

JOB NO.:

272308

THE SERVICES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US BY THE CLIENT. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

THIS SURVEY WAS CONDUCTED ON THE 14TH DAY OF JULY, 2018, AT THE OFFICE OF THE SURVEYOR, 100 ORMOND BOULEVARD, EXTREMIAN, LOUISIANA 70047. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

DATE:

07-14-2018

SCALE:

1" = 100'

DRAWN BY:

JAB

CHECKED BY:

CAB

JOB NO.:

272308



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

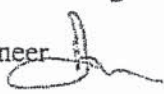
100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047


(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## Memo

To: Michael Albert, Planning and Zoning Director

From: Don Edwards, Senior Engineer 

Cc: Clayton Fauchaux, Public Works Director   
Chandra Sampey, Contract Monitoring Specialist  
John Gutierrez, MS4 Coordinator

Re: Oak Alley Subdivision

Date: August 16, 2018

---

We reviewed the following documents for the Oak Alley subdivision:

1. A set of plans entitled "Oak Alley Subdivision", dated June 7, 2018, consisting of 19 sheets, by Murray Architects with Roy M. Carubba, P.E.
2. A drainage impact analysis (DIA), dated August 9, 2018, by Roy M. Carruba, P.E.

These documents were reviewed for conformance with the St. Charles Parish Code of Ordinances, Appendix C – St. Charles Parish Subdivision Regulations. We focused our review on roads, drainage and sanitary sewer. References to the applicable, specific section in Appendix C are shown in parentheses following some comments.



1. The minimum width of a local street right-of-way is 50 feet. (Sec. III.A.2.b)
2. Soil borings are required for the road design. (Sec. IV.A)
3. The minimum radius for a local road curve is 100 feet. (Sec. IV.A.6.a)
4. The minimum width of a local street is 27 feet with subsurface drainage. (Sec. IV.A.1.b)  
The proposed width of the street is 22 feet.
5. The minimum radius of a cul-de-sac is 60 feet. (Sec. IV.III.A.2.e)
6. All drawings need to be signed and sealed by the Professional Engineer.
7. Drawing No. C.1.0: The utility servitudes shown on Drawing No. C.1.13 need to be shown on the plat.
8. Drawing No. C.1.2
  - a. General Note No. 2 needs to be revised to add "... and Carubba Engineering".
  - b. Pavement Note No. 1 needs to be revised to be consistent with the detail on Drawing No. C.1.13.
9. Drawing No. C.1.5
  - a. The scale is shown as 1" = 50', but the plan is at a different scale. The scale on other drawings should be checked.
  - b. Sewer Note No. 7 should be removed, because it is unnecessary.
10. Drawing No. C.1.7: The plan view shows multiple "Sewer Manhole 4".
11. Drawing No. C.1.2: The manhole material type should be changed from concrete to fiberglass to be consistent with Sewer Note No. 9 on Drawing No. C.1.5.
12. Drawing No. C.1.13: The right-of-way for the typical roadway section should be changed to 40 feet to be consistent with the plat.
13. I defer to Chandra Sampey for any comments on the streetlight plans and John Gutierrez for any comments on MS4 plans.

As part of the applicant's response to the preceding comments, we request that the applicant provide a letter that responds to each of the comments. If there are any new revisions to the plans, the applicant should clearly identify them when the plans are resubmitted.

We have no objection to approval of these plans with the condition that the preceding review comments are addressed to the satisfaction of the Public Works Director prior to construction.

Please feel free to contact us with any questions or comments.

DTE:dte



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

July 19, 2018

This letter certifies that I have received a statement from Joey Murray of Murray Architects stating that the expected disturbed soil area of the Oak Alley extension for MHI Investments is 23, 589 square feet and is exempt from further MS4 permitting. Minimum best management practices for managing construction storm water still apply. They are:

1. Toed-in silt fencing protecting the low-lying areas of the property.
2. Installation of temporary construction entrances designed to prevent vehicle-transported sediment from leaving the site.
3. Dumpsters/Trash Receptacles must be kept closed or covered when no workers are present and during periods of inclement weather.
4. Concrete washout must take place more than fifty (50) feet from any parish drainage conveyance.

If there are any questions, please do not hesitate to contact the office of Public Works/Waste Water for further assistance.

John C. Gutierrez, Jr.  
MS4 Coordinator



LARRY COCHRAN  
PARISH PRESIDENT

ROBERT BROU  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070  
(985) 783-5110 • Fax: (985) 785-2005  
Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

August 10, 2018

Mr. Michael Albert  
Director, Planning and Zoning  
St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

Re: Oak Alley Subdivision  
Waterline Installations

Dear Mr. Albert:

The proposed water main plans as shown on Oak Alley Subdivision construction plans, dated June 7, 2018, with a revision date of August 9, 2018, by Murray Architects are approved for construction.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely,

Robert Brou

RB:rcj

CC: Clayton "Snookie" Fauchaux – Department of Public Works  
Murray Architects





LARRY COCHRAN  
PARISH PRESIDENT

DUANE P. FORET  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PARKS & RECREATION

274 JUDGE EDWARD DUFRESNE PARKWAY • LULING, LOUISIANA 70070

(985) 331-3795 • Fax: (985) 783-5095

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

DATE: August 10, 2018

TO: MRS. MARNEY STEIN  
ST. CHARLES PARISH PLANNING AND ZONING, REVIEW PLANNER

FROM: DUANE P. FORET   
DEPARTMENT OF PARKS AND RECREATION, DIRECTOR

RE: Recreation Obligation,  
Oak Alley Subdivision

The Department of Parks and Recreation has received and reviewed the proposed residential development with the Department of Planning and Zoning Review Planner's calculation of 32,622.73 square feet for a land donation, or a fee donation of \$7500.00, for Oak Alley Subdivision located in Destrehan, Louisiana. The Department of Parks and Recreation would like to accept the fee donation of \$7,500.00 from the developer, in order for the developer to meet their recreation obligation as per our Council Ordinance.

If you have any questions regarding this letter, please feel free to contact me at your convenience.

cc: Billy Raymond, COA, St. Charles Parish  
Dwayne Lagrange, Executive Director, St. Charles Parish



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

Date: August 24, 2018

To: Michael Albert  
Director, Planning & Zoning

From: Chandra Sampey  
Contract Monitoring Specialist

RE: **Lighting Layout Approval: Oak Alley Subdivision**

This is a letter of approval for the lighting layout of streetlights in Oak Alley Subdivision. The Parish Contract Monitor has no objections to the layout as per the submitted construction plans. The lighting layout will consist of two single arm aluminum streetlight standards and one double arm aluminum streetlight standard.

Thank You,

Chandra Sampey  
Contract Monitoring Specialist

CC:  
Clayton Fauchaux, Public Works Director  
Don Edwards, Sr. Parish Engineer

July 5, 2018

Michael J. Albert, AICP  
Planning Director  
St. Charles Parish  
Department of Planning and Zoning  
14996 River Road  
P.O. Box 302  
Hahnville, Louisiana 70057

RE: Oak Alley Subdivision  
Waiver Request

Dear Mr. Albert:

In connection with the preliminary plat submitted on July 3, 2018 we wrote a letter to you transmitting an application for a rezoning in connection with the Oak Alley Subdivision.

The letter was signed and was awaiting the signed application, but the owner asked to wait on zoning. Due to this, the letter was revised to only ask for the waivers however due to clerical error, the wrong letter was place in the mail.

We ask that the mailed letter be disregarded and disposed of.

The correct letter that should have been sent to you is attached.

Thank you for your attention to this matter.

Murray Architects, Inc.



Joey Murray





13760 river road • destrehan, la 70047  
ofc: 985.764.7275 • fax: 985.725.0182

July 3, 2018

Michael J. Albert, AICP  
Planning Director  
St. Charles Parish  
Department of Planning and Zoning  
14996 River Road  
P.O. Box 302  
Hahnville, Louisiana 70057

RE: Oak Alley Subdivision  
Waiver Request

Dear Mr. Albert:

In connection with the preliminary plat submitted on July 3, 2018 we ask that the following waivers be placed on the Planning and Zoning Commission agenda for its August 2, 2018, 7:00 p.m. meeting for public hearing and consideration:

In reviewing of the Parish Code of Ordinance's geometric standards for this project the applicant request three (3) waivers from the parish. They are as follows:

1. Geometric Standards, A. Streets, 1.c. call for local streets to twenty-seven (27) feet in Width, the waiver request the street to be twenty-two (22) feet in Width with curb and gutter on both sides as shown on the attached plan C.1.1, dated June 7, 2018.
2. Geometric Standards, A. Streets, 6: a. horizontal curves call for 100 radii, the waiver request is to have the radii to be as shown on the attached plan C.1.1, dated , 2018.
3. Geometric Standards, A 2.E. Dead End Street call for a turning circle (cul-de-sac) of sixty (60) feet, the waiver request forty (40) feet as shown on the attached plan C.1.1, dated June 7, 2018.

July 3, 2018

Michael J. Albert, AICP  
Page 2

The main reason for the waiver request is if unilateral enforcement of the provisions of the ordinance stated above were to be made, is to provide efficient street design for a small neighborhood with no on-street parking and allow lot sizes similar in size to the surrounding neighborhood along with a change of zoning to provide larger residential home sites. The proposed street is similar in nature to the Ave of Oaks which has been in existence for more than 30 years.

The neighborhood is a residential community that dates back to the 1970's with this portion of land being reserved for commercial use in connection with the frontage on River Road which wraps around the historic Ormond Plantation Manor House.

The plantation house has been in commerce for the last 30 years as a bed and breakfast/Restaurant and tourist attraction. The acres which wrap around the manor house property we formerly used by Mr. Alfred Brown Owner of (Browns Velvet Dairy) for livestock, chickens and other farm uses before selling the property to Johnson Loggins in the 1970 to be developed into a residential community called Ormond Plantation Estates. The reservation of the subject land was for a future clubhouse that was not built but was sold along with the manor house to Betty LeBlanc of Barq's Root Beer who began restoration of the home.

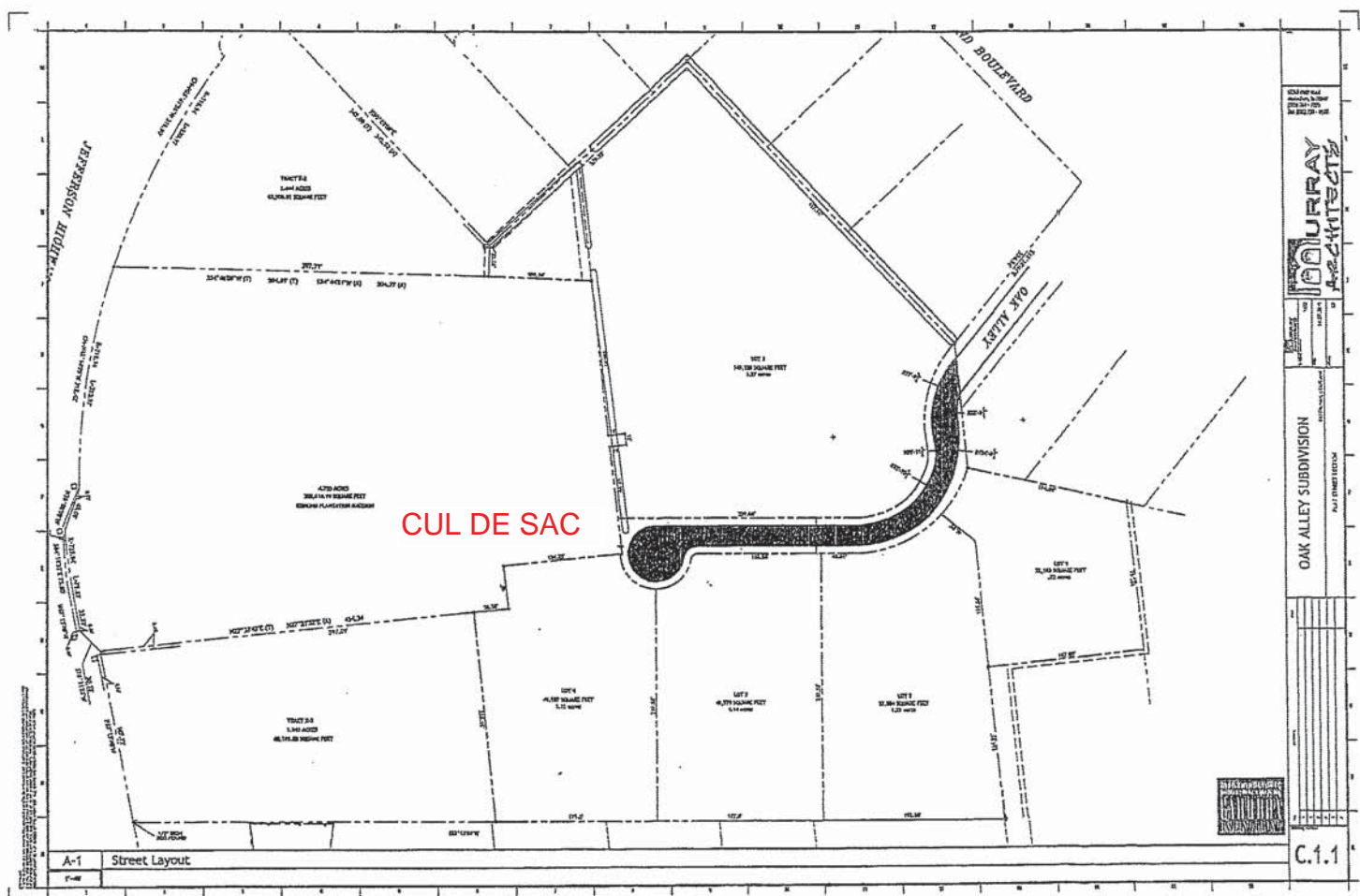
The developer has been consistent in belief that the highest and best use of this property is low density single family residential in lieu of the commercial use currently allowed with its present-day zoning of C-2. They further have demonstrated his commitment to the community by developing the acreage in complimentary form to its neighbors.

Please advise if you require any additional information.

Murray Architects, Inc.

A handwritten signature in dark ink, appearing to read 'Michael Tabb', with a long horizontal flourish extending to the right.

Michael Tabb A.I.A.





K. L. L.

2014-0021

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

RESOLUTION NO. 6065

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lots 3-A-1-A and 4B, Ormond Center Ormond Plantation, into Lots 3-A-1-A-1, 3-A-1-A-2, Lot 4B-2, 4B-3, 5, 6, 7 and to create Tract OCC for access, Ormond Center Ormond Plantation at 12609, 12627 Airline Hwy, 110, 121, 131, 141, 150 Ormond Center Court, and 3001 Ormond Blvd, with waivers to the required 60' width on a developed public street and to the requirements that all side lot lines be at right angles to straight street lines.

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive the requirements for minimum frontage width on a developed public street; and,

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive requirements the that all side lot lines be at right angles to straight street lines; and,

**WHEREAS,** proposed Lots 3-A-1-A-2, 4B-2, 4B-3, 5 and 7 do not meet the requirements for minimum frontage width on a developed public street; and,

**WHEREAS,** the side lot lines of proposed Lots 4A-1 and 6 are not at right angles to straight street lines; and,

**WHEREAS,** at their January 16, 2013 meeting, the Planning Commission approved, as stipulated, PZS-2014-01 with the noted waivers to the subdivision regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution of the approval of PZS-2014-01, a subdivision of Lots 3-A-1-A and 4B, Ormond Center Ormond Plantation, into Lots 3-A-1-A-1, 3-A-1-A-2, Lot 4B-2, 4B-3, 5, 6, 7 and to create Tract OCC for access, Ormond Center Ormond Plantation at 12609, 12627 Airline Hwy, 110, 121, 131, 141, 150 Ormond Center Court, and 3001 Ormond Blvd, with waivers to: the required 60' width on a developed public street for proposed Lots 3-A-1-A-2, 4B-2, 4B-3, 5 and 7 and to the requirements that all side lot lines be at right angles to straight street lines for Lots 4A-1 and 6 with the following stipulations:

1. The applicant shall submit for review, approval and recordation a servitude agreement that clearly outlines the ownership and maintenance of Tract OCC. Said agreement shall be recorded in conjunction with the subdivision.
2. The applicant shall submit for review and approval of a parking analysis showing all proposed lots meet or exceed the parking requirements. Should shared parking be required, it shall be noted on the subdivision map and/or recorded in a Parking Agreement in conjunction with the subdivision filing.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 3<sup>rd</sup> day of February, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: 2-4-14

APPROVED: ☒ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: V. St. Pierre

RETD/SECRETARY: 2-4-14

AT: 4:00 pm RECD BY: [Signature]



# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0051    **Version:** 1    **Name:** Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17

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

**File created:** 2/18/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

**Sponsors:** Lawrence 'Larry' Cochran, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2019-0051 Change Order](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Parish President	Introduced	

# CHANGE ORDER

No. 2

DATE OF ISSUANCE: January 29, 2019

EFFECTIVE DATE:

OWNER: ST. CHARLES PARISH COURTHOUSE  
CONTRACTOR: GOOTEE CONSTRUCTION, INC.

Contract: GB-07-1-17

Project: ST. CHARLES PARISH COURTHOUSE CHILLER REPLACEMENT

OWNER's Contract No. GB-07-1-17

ENGINEER's Contract No. 1701002

ENGINEER: HUSEMAN & ASSOCIATES, LLC

You are directed to make the following changes in the Contract Documents:

## Description:

1. Deductive change order for the \$100,000 allowance.
2. Contractor requesting sixty (60) days of time be added to the contract schedule. This would make the contractual completion date 2/8/19. Extension request due to equipment delivery delays and unforeseen conditions encountered with existing control valve actuators. Delivery of the cooling tower basin heaters was delayed with the delivery date of 1/18/19. The tower basin heaters have since been installed and are and under normal operating conditions. The new boiler control modules were also delayed with a delivery date of 1/29/19. Two (2) condenser water control valve actuators were found to be inoperable and have since been replaced and under normal operating conditions.

## Reason for Change Order:

To document deductive change order and request extension for proper completion of work.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price  \$ 1,036,900.00
Net increase (decrease) from Original Contract Price from previous Change Order No. 1 :  \$ 53,464.00
Contract Price prior to this Change Order:  \$ 1,090,364.00
Net increase (decrease) of this Change Order:  \$ (100,000.00)
Contract Price with all approved Change Orders:  \$ 990,364.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 180 days: December 10, 2018 Ready for final payment: 230 days: January 25, 2019 (days or dates)
Net change from previous Change Orders No. 1 to No. 2: Substantial Completion: 0 days: December 10, 2018 Ready for final payment: 0 days: January 25, 2019 (days)
Contract Times prior to this Change Order: Substantial Completion: 180 days Ready for final payment: 230 days (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 60 days Ready for final payment: 60 days (days)
Contract Times with all approved Change Orders: Substantial Completion: 240 days: February 8, 2019 Ready for final payment: 290 days: March 25, 2019 (days or dates)

RECOMMENDED:

By:   
ENGINEER (Authorized Signature)

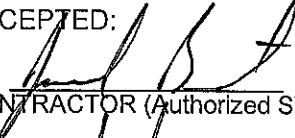
Date: 2/13/19

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By:   
CONTRACTOR (Authorized Signature)

Date: 2/13/19

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



**GOOTEE CONSTRUCTION, INC.**  
**CHANGE ORDER PROPOSAL**

Change Proposal No. : 2

Contract: St. Charles Courthouse Chiller Replacement

Date Submitted : 22-Jan-2019

Job No. : 2516

Owner's Project No. \_\_\_\_\_

Owner: St. Charles Parish

Architect's Project No. \_\_\_\_\_

This Change Order: X impacts the schedule  
 To avoid delays, an executed Change  
 Order is required by : \_\_\_\_\_

\_\_\_\_\_ does not impact the schedule  
 This Proposal will remain valid  
 until : \_\_\_\_\_

**Description of Work:** Deductive change order for the \$100,000 allowance carried for errors and omissions. As part of this deductive change order, we are requesting sixty (60) days of time be added to the contract schedule. This would make the contractual completion date 2/8/19. We are asking for this extension due to equipment delivery delays and existing conditions encountered with control valve actuators. The basin heaters took much longer than originally anticipated with the delivery date being 1/18/19. They have since been installed and are currently being wired in (power and controls). The boiler controls have similarly been delayed with one controller being delivered and the second being on backorder set to be delivered 1/29/19. We have also encountered existing control valve actuators that were faulty, preventing us from completing our control scope of work. These actuators have since been replaced and are operating normally.

DESCRIPTION OF COST		COST	SUBTOTAL
A.	Contract Deduction	\$ (100,000.00)	
		\$ -	
		\$ -	
	<b>Subtotal Material/Equipment</b>		\$ (100,000.00)
B.	Labor	\$ -	
	Small Tools (5%)	\$ -	
	Safety (3%)	\$ -	
	<b>Subtotal Labor</b>		\$ -
C.	Subcontracts:		
	a.		
	b.		
	c.		
	d.		
	<b>Subtotal Subcontracts</b>		\$ -
D.	Overhead & Profit on Labor/Materials 10%		\$ -
	Overhead & Profit on Subcontracts 10%		\$ -
	Insurance Premium 1%		\$ -
	Bond(s) 1%		\$ -
E. Extension of time required to perform or resulting			
from this Change Proposal: 0 day(s) from the fully executed date			
Associated extended field overhead 60 day(s) @ \$0.00 /day			\$ -
F. TOTAL PRICE OF THIS CHANGE PROPOSAL			\$ (100,000)

Please issue a Contract Change Order as soon as possible. Should you have any questions or require additional information, please do not hesitate to call our office.



# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0052    **Version:** 1    **Name:** Contract with Witt O'Brien's, LLC to update the St. Charles Parish Hazard Mitigation Plan

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

**File created:** 2/18/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:** Yes

**Title:** An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Emergency Preparedness

**Indexes:**

**Code sections:**

**Attachments:** [2019-0052 HMP Contract](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Parish President	Introduced	

## **EXHIBIT A**

### **ST. CHARLES PARISH**

#### **Professional Services Contract for**

#### **Program Administrative/Management Services for the Hazard Mitigation Plan Update**

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### **PART I**

This Contract for program administrative/management services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Witt O'Brien's, LLC, a Delaware limited liability company (hereinafter called the CONSULTANT), acting herein by Greg Fenton, Chief Operating Officer, hereunto duly authorized;

#### **WITNESSETH THAT:**

**WHEREAS**, the PARISH is in need of an update to the Hazard Mitigation Plan (hereinafter called HMP or Plan) which requires the reconvening of the steering committee, review of hazards, and reprioritization of mitigation activities in accordance with all local, state, and federal regulations; and

**WHEREAS**, the PARISH desires to engage the CONSULTANT to render certain program administrative/management services in the implementation of its HMP update:

**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 HMP Update by performing the following scope of services, including but not limited to:

##### **Task 1 - Planning Process:**

- The Plan will describe the process used to review and analyze each section of the Plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance).
- If the Steering Committee concludes that some sections of the Plan warrant an update and others do not, the process used to make that determination will be documented.
- The Plan maintenance section will include a description of how the community was kept involved during the Plan maintenance process (44 CFR 201.6(c) (4) (iii)) over the past five years.

##### **Task 2 - Risk Assessment:**



- The local risk assessment update will address any newly identified hazards that have been determined to pose a threat.
- The Plan update will continue to describe occurrences of hazards included in the previously approved Plan, and discuss new occurrences of hazard events. The updated Plan will incorporate any new historical records or hazard data related to profiling hazards.
- Any maps included in the updated Plan will be consistent with the updated information.
- The vulnerability overview in the updated Plan will describe any changes, clarifications, or refinements to the summary described in the previously approved Plan. It will continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- The Plan will address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.
- Where vulnerability to previously identified hazards has changed, the Plan will incorporate this information into the updated risk assessment.
- If the previously approved Plan identified that data deficiencies would be addressed at a later time, then the deficiencies will be considered for incorporation in the updated Plan. If the data deficiencies have not been resolved, they will be addressed along with an explanation of why they have not been resolved.
- The process will include an updated RL Strategy that will update the cost estimating guidance for current market rates and new relevant information. The Consultant will contact the property owner(s) for severe repetitive loss and repetitive loss structures that have been added to the Parish's comprehensive repetitive loss list within the last five to seven years to ascertain their interest in elevating and, when interested, Consultant will document hazard mitigation application information needed such as, property owners' information, photographs, and structure information, including square footage, type of structure, etc.

### **Task 3 - Mitigation Strategy:**

- The Plan will document the goals that were re-evaluated and note the ones that were determined to remain valid and effective.
- The Plan update provides an opportunity to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous Plan, then the update will indicate why changes are not necessary.
- The Plan will describe the Parish's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP.
- The Plan will identify the completed, deleted, or deferred actions or activities from the previously approved Plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved Plan, the updated Plan will include in its prioritization any new mitigation actions identified since the previous Plan was approved or through the Plan update process.

### **Task 4 - Plan Maintenance:**

- As part of the planning process, the community reviews and analyzes the previously approved Plan's method and schedule for monitoring and updating the Plan, such as strengths and weaknesses and

what elements, if any, have changed. The updated Plan will include the method and schedule that will be used over the next five years to monitor, evaluate, and update the Plan.

- The updated Plan will continue to describe how the mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the Plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- The Plan will address the process used to keep the community involved over the previous five years. The Plan will also describe the process used to solicit public involvement during the Plan maintenance process over the next five years.

### **Plan Hazard Mitigation Plan Adoption and Approval**

- LOCAL ADOPTION: The Parish will provide documentation (i.e. Resolution) for adoption of the Plan by the Parish Council.
- PLAN APPROVAL: The adopted Plan will be submitted to the Governor's Office of Homeland Security and Emergency Preparedness (hereinafter called GOHSEP) on or before the termination date for initial review and forwarding to the Federal Emergency Management Agency (hereinafter called FEMA)/Region 6 Office for final review and approval.

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

### **3. Period of Performance**

The services of the CONSULTANT shall commence upon the issuance of written Notice to Proceed by the PARISH. Such services shall be continued in such sequence as to assure securing FEMA, GOHSEP, and PARISH final approval and adoption of the HMP update prior to the PARISH'S current HMP expiration date of February 17, 2020. In any event, all of the services required and performed hereunder shall not be considered completed until the PARISH has received FEMA, GOHSEP and PARISH final approval of the HMP.

### **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 \$83,946.00 as compensation for the Scope of Services. The method of payment to the CONSULTANT is as outlined in the table below:

Task	Description	Payment
1	Completion of the Planning Process Meeting	15%

2	Completion of the Risk Assessment Meeting	25%
3	Completion of the Mitigation Strategy Meeting	20%
4	Completion of the Plan Maintenance Meeting	5%
5	Completion of the Draft Presentation Meeting	15%
6	GOHSEP/FEMA/Council Approval of the updated plan	20%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month and following the completion of each Task as outlined above, within a reasonable time frame, but no later than 45 days. Each invoice amount due shall correspond with the Task complete for the period less any previous payments. CONSULTANT will provide two (2) sets of invoices, separating the firm fixed price invoice and the reimbursable expense invoice for each calendar month. Payment of any undisputed amount is due 30 days after receipt of each invoice. Invoices are considered accepted by the PARISH unless a written notice explaining rejection of specific charges is provided to CONSULTANT within ten (10) days from date electronically submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by CONSULTANT and will be paid by the PARISH for invoices aging beyond 30 days until invoice is paid in full.

#### **6. Ownership of Documents**

All documents, including meeting documentation, HMP drafts, field notes, Repetitive Loss Homeowner documentation collected, and other data are the property of the PARISH. The CONSULTANT may retain reproducible copies of the HMP and other documents.

#### **7. Liability**

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards and shall be liable to PARISH for any damages the PARISH sustains to the extent caused by any act or omissions of the CONSULTANT'S negligence in the performance of services under this Contract.

Each party expressly waives and releases the other Party and its subcontractors from, and against, any and all punitive, indirect, special, exemplary and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the Party being released.

#### **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 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 associated federal award (FEMA Pre-Disaster Mitigation Program FEMA Project #: EMT-2018-PC-0002

A-0; GOHSEP Project #: PDMC-PJ-06-LA-2017-002), unless permission to destroy them is granted by the PARISH.

## **10. Terms and Conditions**

This Agreement is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, 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. Larry Cochran  
Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, LA 70057

Witt O'Brien's, LLC  
Cheryl Joiner  
Director of Contracts  
818 Town & Country Blvd., Suite 200  
Houston, TX 77024  
Phone: 281-606-4721  
[contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) with  
a copy to [cdetillieu@wittobriens.com](mailto:cdetillieu@wittobriens.com)

With a copy to:

Mr. Billy Raymond  
Chief Administrative Officer  
St. Charles Parish  
P. O. Box 302  
Hahnville, LA 70057

Legal Notices to:

Witt O'Brien's, LLC  
Attention: Legal Counsel  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Email: [blong@ckor.com](mailto:blong@ckor.com) with  
a copy to [cdetillieu@wittobriens.com](mailto:cdetillieu@wittobriens.com)

## **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. 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.

## **14. 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.

**15. Termination by the Parties**


If, through any cause, the either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate the Contract, without prejudice to any other rights or claims which it may have under this Contract, upon providing prior written notice to the other party and at least ten (10) days opportunity to cure such breach. In any event, the PARISH shall pay all fees due and expenses incurred for Services rendered through the date of termination.


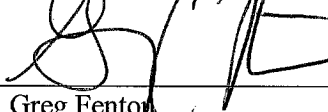
**16. Authorization**

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

\_\_\_\_\_  
Witness St. Charles Parish

\_\_\_\_\_  
Witness BY: \_\_\_\_\_  
Larry Cochran  
Parish President

  
\_\_\_\_\_  
Witness Witt O'Brien's, LLC

  
\_\_\_\_\_  
Witness BY:   
Greg Fenton  
Chief Operating Officer



**EXHIBIT A**  
**ST. CHARLES PARISH**  
**Professional Services Contract**  
**for**  
**Program Administrative/Management Services for the Hazard Mitigation Plan Update**

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

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2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
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7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
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26. CONFIDENTIAL FINDINGS
27. LOBBYING

**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, or national origin. 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, or national origin. 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, or national origin.
- 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 Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, 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 Department 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 the Department may direct 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 by the Department, 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, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained 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).

**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, or national origin, 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 three (3) years from the date of submission of the grantee's final expenditure report.

**8. 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.



9. **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.

10. **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, or national origin. 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, or national origin. 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, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

## **11. 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.

## **12. 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.

## **13. 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.

**14. 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.

**15. 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.

**16. 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>.

**17. 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.

**18. 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.

**19. 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.



**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**JOINT UNANIMOUS WRITTEN CONSENT  
OF  
THE SOLE MEMBER AND THE BOARD OF MANAGERS OF  
O'BRIEN'S RESPONSE MANAGEMENT, L.L.C.  
IN LIEU OF ANNUAL MEETING**

The undersigned, being the sole member (the "**Member**") and all of the managers of the Board of Managers (the "**Board**") of O'Brien's Response Management, L.L.C., a Delaware limited liability company (the "**Company**"), hereby consent, approve and adopt the following resolutions as if duly adopted at a formal meeting of the Board and the Member held for this purpose:

**WHEREAS**, the sole Member and the Board desire to adopt resolutions by unanimous written consent in lieu of the annual meeting of the sole Member and the Board for 2018.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the undersigned hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given; and be it further

**RESOLVED**, that any and all acts of the managers, officers, employees, agents and representatives of the Company, taken pursuant to the minutes of any meetings of, and any resolutions adopted by unanimous written consent of the Member and the Board since the last annual meeting are ratified, affirmed and approved in every respect; and be it further

**RESOLVED**, that the following persons are hereby appointed to serve on the Company's Board until the next annual meeting of the Member or until their successors are duly appointed and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple  
Gregory Fenton  
Paul Murray

and be it further

**RESOLVED**, that the following persons are hereby elected to the offices set forth opposite their names, to hold office until the first meeting of the Board following the next annual appointment of managers and until their respective successors shall have been duly elected and qualified, except in the event of earlier termination of term of office through death, resignation, removal or otherwise:

Tim Whipple  
Gregory Fenton

Chief Executive Officer  
Chief Operating Officer

Paul Murray  
Michael Gallagher  
Patrick Knapp  
Lisa Manekin  
William C. Long

Chief Financial Officer  
Senior Managing Director  
Vice President – Response Operations  
Treasurer  
Secretary

and, be it further

**RESOLVED**, that the Amended and Restated Signature Authorizations set forth on Schedule A, attached hereto (the “***Signature Authorizations***”), are hereby approved effective as of the date hereof and supersede all prior authorizations; and be it further

**RESOLVED**, that each of the Chief Executive Officer and Chief Operating Officer, is hereby authorized to amend the Signature Authorizations from time to time as he deems necessary and appropriate to carry out the business purposes of the Company, and to execute, certify, and deliver documentation evidencing such authorization; and be it further

**RESOLVED**, that (a) the undersigned may evidence their consent to this Joint Unanimous Written Consent by (i) executing a counterpart hereto and delivering the same to the Company in paper form, by facsimile or electronic mail in portable document format (PDF) or (ii) electronic transmission (i.e., email) stating that such person consents to actions set forth in the Joint Unanimous Written Consent, and (b) this Joint Unanimous Written Consent shall be effective for all purposes as of the latest date consent hereto is received by one of the means referenced in clause (a) above.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the undersigned have duly executed this Joint Unanimous Written Consent on the dates set forth below.

**MEMBER**

WITT O'BRIEN'S, LLC



\_\_\_\_\_  
Tim Whipple, Chief Executive Officer  
Dated: 8/21/18

**MANAGERS**



\_\_\_\_\_  
Tim Whipple  
Dated: 8/21/18



\_\_\_\_\_  
Gregory Fenton  
Dated: 8/21/18

## **SCHEDULE A**

### **O'BRIEN'S RESPONSE MANAGEMENT, L.L.C. SIGNATURE AUTHORIZATIONS**

(Amended and Restated as of August 21, 2018)

#### **General**

The Board of Managers (the "**Board**") and officers of O'Brien's Response Management, L.L.C. (the "**Company**") are authorized to sign contracts, insurance documents, statements, amendments, and other miscellaneous documents, in the name of, and on behalf of, the Company that are required in the ordinary course of the Company's daily business activities, except if such contracts or documents directly relate to actions that require prior approval of the Board. Additionally, the Board and officers of the Company may delegate signature authority to an employee provided such authorization is in writing.

#### **Bank Accounts**

The following persons are authorized to draw checks on behalf of the Company from Company accounts, when such checks are signed with the signature of such person certified to such financial institution by the Secretary of the Company:

Bruce Weins	Chief Financial Officer (SEACOR Holdings Inc.)
Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Lisa Manekin	Treasurer

#### **Client Contracts and Proposals**

The following persons are authorized to sign contracts in the name of, and on behalf of, the Company, governing the performance of work and/or services to its clients, including any ancillary documents, amendments, task orders, purchase orders, and/or extensions related thereto ("**Client Contracts**"), and to sign proposals including any associated ancillary documents, in the name of, and to be submitted on behalf of, the Company in response to requests for proposals ("**Proposals**"), and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
William C. Long	Secretary

The following employees are authorized to sign Client Contracts (in the form approved by the Company as a standard contract form) and Proposals including any associated ancillary documents, on behalf of the Company, for services with a value up to \$50,000.00, and for services with a value over \$50,000.00, with prior written authorization by the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer and to execute, certify, and deliver documentation evidencing such authorization:

Michael Gallagher     Senior Managing Director  
Patrick Knapp         Vice President – Response Operations

The following person is authorized to sign Client Contracts and Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Cheryl Joiner         Director Contract & Compliance

The following person is authorized to sign Proposals including any associated ancillary documents on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization, with prior written approval from the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer:

Heather Stickler     Vice President of Marketing

#### **Non-Disclosure/Teaming Agreements**

The following persons are authorized to sign non-disclosure/confidentiality agreements, and teaming agreements on behalf of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Cheryl Joiner	Director of Contracts & Compliance

#### **Vendor Contracts**

The following persons are authorized to sign contracts with persons or entities that will provide products and/or services to the Company, including but not limited to subcontractor agreements, IT agreements, office supply agreements, equipment leases and the like, on behalf of, and in the name of the Company, and to execute, certify, and deliver documentation evidencing such authorization:

Tim Whipple	Chief Executive Officer
Greg Fenton	Chief Operating Officer
Paul Murray	Chief Financial Officer
Cheryl Joiner	Director of Contracts & Compliance

#### **Offer Letters**

Metha Vasquez, Director of Human Resources, is authorized to sign offer letters on behalf of the Company, in connection with the employment or engagement of an individual to provide services to the Company provided that she consults with, and obtains the consent of, the Chief Executive Officer of the Company to proceed with the offer, and to execute, certify, and deliver documentation evidencing such authorization.

EXHIBIT C

ST. CHARLES PARISH

Hazard Mitigation Plan Update

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Greg Fenton, being first duly sworn, deposes and says that:

- (1) He is the Chief Operating Officer of Witt O'Brien's, LLC (Owner, Partner, Officer, Representative or, Agent) the Bidder, and that 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;

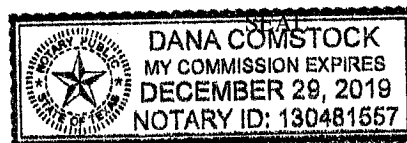
Bidder Witt O'Brien's, LLC  
By [Signature]  
Title COO

Subscribed and sworn to before me

this 7<sup>th</sup> day of February, 2019 at Harris Co., Texas

My commission expires 12-29-19

[Signature]







SEACHOL-01

MAHAFFL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	<b>CONTACT NAME:</b> Kimberly Rossi	<b>FAX (A/C, No):</b> (713) 789-0415	
	<b>PHONE (A/C, No, Ext):</b> (713) 325-7617	<b>E-MAIL ADDRESS:</b> kimberly.rossi@jltus.com	
<b>INSURED</b> Witt O'Brien's, LLC O'Brien's Response Management, LLC 1201 15th Street NW, Suite 600 Washington, DC 20005	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Starr Indemnity & Liability Company		38318
	<b>INSURER B:</b> Arch Insurance Company		11150
	<b>INSURER C:</b> Lloyd's Syndicate 623		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	JLT57081	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	1000198884181	06/03/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	ZAWCI9951300	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cont Poll / Prof Lia		W24AC0180101	10/01/2018	10/01/2019	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject always to policy terms, conditions and exclusions, Certificate Holder is named as Additional Insured with respects to the General Liability and Auto Liability Policies but only to the extent of risks and liabilities assumed by the Insured in a signed written contract. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Waiver of subrogation is in favor of the certificate holder respects General Liability, Auto Liability, and Workers' Compensation policies when required by written contract subject to the policies terms and conditions and as permitted by law.

## CERTIFICATE HOLDER

## CANCELLATION

St. Charles Parish P.O. Box 302 Hahnville, LA 70057	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE JLT Specialty Insurance Services Inc.



# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0053    **Version:** 1    **Name:** Amend Chapter 4, Animals and Fowl, Article I., Section 4-1., Section 4-6., Section 4-7., Section 4-10., and to add Section 4-6.1., and Section 4-6.2.  
**Type:** Ordinance    **Status:** Public Hearing  
**File created:** 2/18/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes

**Title:** An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Animal Control

**Indexes:**

**Code sections:** Ch. 4. Art. I. Sec. 4-1. - Definitions, Ch. 4. Art. I. Sec. 4-10. - Keeping of animals not considered pets and keeping of..., Ch. 4. Art. I. Sec. 4-6. - Fierce, dangerous or vicious animal, Ch. 4. Art. I. Sec. 4-7. - Penalties

**Attachments:**

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Parish President	Introduced	



# St. Charles Parish

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## Legislation Details

**File #:** 2019-0054    **Version:** 1    **Name:** Assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system

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

**File created:** 2/18/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

**Sponsors:** Terrell D. Wilson

**Indexes:**

**Code sections:**

**Attachments:** [2019-0054 Dow Letterhead 0001.pdf](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Council Member(s)	Introduced	



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**The Dow Chemical Company**  
P.O. Box 150  
Plaquemine, Louisiana 70765-0150

We at Dow Chemical Pipeline Department, would like to request the gravel road off of La 3142, at foot of the overpass, going toward Entergy substation, be named "**Union Carbide Loop**". This is being done so that we can obtain an address on this road for Entergy to install a power meter drop at our valve site.

**Tommy Mabile**  
**985-513-0226**

**Dennis Latino**  
**225-717-1959**





# St. Charles Parish

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## Legislation Details

**File #:** 2019-0025    **Version:** 1    **Name:** Rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement

**Type:** Resolution    **Status:** Tabled

**File created:** 2/4/2019    **In control:** Parish Council

**On agenda:** 2/4/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:** [2019- 0025 PACKAGE-rescind Resolution No. 6392 - PDF.pdf](#)

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/4/2019	1	Parish Council		
2/4/2019	1	Parish Council		
2/4/2019	1	Council Member(s)	Introduced	



# St. Charles Parish

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## Legislation Details

**File #:** 2019-0049    **Version:** 1    **Name:** Request Administration hire a firm to conduct a Phase I Environmental Study on the property proposed for donation for the new Des Allemands Boat Launch, takes the steps needed to hire a surveyor to perform a land survey of the property

**Type:** Resolution    **Status:** Tabled

**File created:** 2/18/2019    **In control:** Parish Council

**On agenda:** 2/18/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution requesting that the Administration hire a firm to conduct a Phase I Environmental Study on the property proposed for donation for the new Des Allemands Boat Launch, that it advises the Council of who is selected to perform the study upon the selection being made, that it advises of the date they are released to begin the study, and that it provides a copy of the completed study upon it being provided to the administration, and provided there are no significant findings, that the administration immediately takes the steps needed to hire a surveyor to perform a land survey of the property and that it advises the Council of the surveyor selected once one has been selected.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
2/18/2019	1	Parish Council		
2/18/2019	1	Council Member(s)	Introduced	



# St. Charles Parish

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## Legislation Details

**File #:** 2019-0067    **Version:** 1    **Name:** Mr. Paul J. Hogan, PE: Resolution 2019-0025, Resolution 6392, Subdivision Regulations, Failure of our Governmental System (completion of speech which was initiated at the 2-18-19 council meeting)

**Type:** Public Speaker    **Status:** Public Speaker

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** Mr. Paul J. Hogan, PE: Resolution 2019-0025, Resolution 6392, Subdivision Regulations, Failure of our Governmental System (completion of speech which was initiated at the 2-18-19 council meeting)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2019-0067 HOGAN ADDRESS TO THE COUNCIL \(03-11-19\)](#)

Date	Ver.	Action By	Action	Result
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# PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000

Today's Date:

Dear Chairman:

Please place my name to address the Council on:

DATE: 3-11-19

SPECIFIC TOPIC: Resolution 2019-0025, Resolution 6392,

Subdivision Regulations, Failure of our Governmental System

(\*See specific guidelines on the reverse side and refer to Parish Charter Article VII Sec. I)

DOCUMENTS, IF ANY: YES ☒ NO ☐  
DOCUMENTS MUST BE ATTACHED AT THE TIME OF SUBMISSION

NAME: PAUL J. HOGAN, PE

COMPANY / ORGANIZATION: \_\_\_\_\_

MAILING ADDRESS: P.O. BOX 250 Des Allemands, LA 70030

PHONE: 504-615-4862

EMAIL ADDRESS: phinda9@aol.com

SIGNATURE: \_\_\_\_\_

(Completion of speech  
which was initiated  
at the 2-18-19  
Council meeting)

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- > The Home Rule Charter provides for citizens to address the Council. All requests and pertinent information must be received in writing by the Council Secretary at least one (1) week prior to the scheduled meeting; request may be hand-delivered, mailed, emailed (scpcouncil@stcharlesgov.net), or faxed (985-783-2067) to be received by 4:00 pm. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- > Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council. Please reference the Council guidelines for time limit specifications.
- > Please forward supporting documents to the Council Secretary for distribution to the Parish Council at the time your form is submitted in order for the Council to prepare themselves, if necessary.
- > Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- > Slanderous remarks and comments will not be tolerated. If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

  
JULIA FISHER-PERRIER  
COUNCIL CHAIRMAN

(OVER)





# St. Charles Parish

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## Legislation Details

<b>File #:</b>	2019-0073	<b>Version:</b>	1	<b>Name:</b>	Adopt LA Compliance Questionnaire as a required part of SCP annual financial and compliance audit
<b>Type:</b>	Resolution	<b>Status:</b>			In Council - Resolutions
<b>File created:</b>	3/11/2019	<b>In control:</b>			Parish Council
<b>On agenda:</b>	3/11/2019	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Finance				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019-0073 2019 LA Compliance Questionnaire Revised.pdf</a>				

Date	Ver.	Action By	Action	Result
3/11/2019	1	Parish President	Introduced	

## LOUISIANA COMPLIANCE QUESTIONNAIRE

February 28, 2019

Carr, Riggs & Ingram, LLC  
3501 N. Causeway Blvd., Suite 810  
Metairie, LA 70009-6952

In connection with your audit of our financial statements of the Parish of St Charles for the year ended December 31, 2018 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of February 28, 2019.

### PART I. AGENCY PROFILE

1. Name and address of the organization.  
Parish of St. Charles  
P. O. Box 302  
Hahnville, LA 70057
2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.  
Estimated Population: 52,749                      Source: South Central Planning & Development Commission
3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.]

NAME	TITLE	ADDRESS	PHONE NUMBER
Larry Cochran	Parish President	114 Oaklawn Ridge St. Rose, LA 70087	(W) 985-783-5000 (H) 504-305-0179
Wendy Benedetto	Councilwoman at Large, Division A	12 W. Woodlawn Dr. Destrehan, LA 70047	(H) 985-307-0350
Paul J. Hogan	Councilman at Large, Division B	222 Down the Bayou Rd. Des Allemands, LA 70030	(H) 985-306-0085
Terrell D. Wilson, Sr.	Councilman District I	154 Shaw Street Hahnville, LA 70057	(H) 985-308-0866

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Mary K. Clulee	Councilman	221 Evelyn Dr.	
	District II	Luling, LA 70070	(H) 985-308-1690
Dick Gibbs	Councilwoman	2420 Ormond Blvd.	
	District III	Destrehan, LA 70047	(H) 985-307-0182
William "Billy" Woodruff	Councilman	192 Boras Lane	
	District IV	Des Allemands, LA 70030	(H) 985-306-0281
Marilyn B. Bellock	Councilman	251 Riverview Dr.	
	District V	St. Rose, LA 70087	(H) 504-360-2025
Traci A. Fletcher	Councilwoman	411 Wild Rose Drive	
	District VI	Norco, LA 70079	(H) 985-307-0120
Julia Fisher-Perrier	Councilwoman	426 Wade Street	
	District VII	Luling, LA 70070	(H) 985-308-0366
Michelle Impastato	Council Secretary	337 St. Charles St.	(W) 985-783-5000
		Norco, LA 70079	(C) 985-817-0564
Grant M. Dussom	Chief Financial	137 Carrollton Ave.	(W) 985-783-5000
	Officer	Metairie, LA 70005	(H) 504-838-7115
Robert Raymond	Legal Director	16 Hermitage Dr.	(W) 985-783-5013
		Destrehan, LA 70047	(H) 985-764-8891

4. Period of time covered by this questionnaire:  
From January 1, 2018 to December 31, 2018
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.  
Article VI of the Louisiana State Constitution
6. Briefly describe the public services provided:  
Local governmental services
7. Expiration date of current elected/appointed officials' terms.  
January 2020

### **LEGAL COMPLIANCE**

#### **PART II. PUBLIC BID LAW**

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
  - A. All public works purchases exceeding \$150,000 have been publicly bid.  
Yes ☒ No ☐
  - B. All material and supply purchases exceeding \$30,000 have been publicly bid.  
Yes ☒ No ☐

**PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES**

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, a loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.  
Yes ☒ No ☐
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980 under circumstances that would constitute a violation of R.S. 42:1119.  
Yes ☒ No ☐

**PART IV. LAWS AFFECTING BUDGETING**

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues



by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven—primarily federal funds—from the requirement to amend revenues.)

Yes ☒ No ☐

**B. State Budget Requirements**

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes ☒ No ☐

**C. Licensing Boards**

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes ☒ No ☐

**PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes ☒ No ☐

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes ☒ No ☐

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes ☒ No ☐

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes ☒ No ☐

16. We did not enter into any contracts that utilized state funds as defined in R.S.39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes ☒ No ☐

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes ☒ No ☐

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.  
Yes ☒ No ☐

#### **PART VI. MEETINGS**

19. We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:11 through 42:28.  
Yes ☒ No ☐

#### **PART VII. ASSET MANAGEMENT LAWS**

20. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.  
Yes ☒ No ☐

#### **PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

21. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.  
Yes ☒ No ☐

#### **PART IX. DEBT RESTRICTION LAWS**

22. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.  
Yes ☒ No ☐
23. We have complied with the debt limitation requirements of state law (R.S. 39:562).  
Yes ☒ No ☐
24. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).  
Yes ☒ No ☐

#### **PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

25. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.  
Yes ☒ No ☐
26. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.  
Yes ☒ No ☐
27. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.  
Yes ☒ No ☐

## **PART XI. ISSUERS OF MUNICIPAL SECURITIES**

28. It is true that we have complied with the requirements of R.S. 39:1438.C.  
Yes ☒ No ☐

## **PART XII. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

### Parish Governments

29. We have adopted a system of road administration that provides as follows:
- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
  - B. Development of a capital improvement program on a selective basis, R.S. 48:755.
  - C. Centralized purchasing of equipment and supplies, R.S. 48:755.
  - D. Centralized accounting, R.S. 48:755.
  - E. A construction program based on engineering plans and inspections, R.S. 48:755.
  - F. Selective maintenance program, R.S. 48:755.
  - G. Annual certification of compliance to the auditor, R.S. 48:758.  
Yes ☒ No ☐

### Libraries

30. We have complied with the regulations of the Louisiana State Library.  
Yes ☒ No ☐

### Sewerage Districts

31. We have complied with the statutory requirements of R.S. 33:3881-4159.10.  
Yes ☒ No ☐

### Waterworks Districts

32. We have complied with the statutory requirements of R.S. 33:3811-3837.  
Yes ☒ No ☐

### Drainage and Irrigation Districts

33. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38-2101-2123 (Irrigation Districts), as appropriate.  
Yes ☒ No ☐

Other Special Districts

34. We have complied with those specific statutory requirements of state law applicable to Communications Districts.

Yes ☒ No ☐

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

President \_\_\_\_\_ Date \_\_\_\_\_

Council Chairman \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_





# St. Charles Parish

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

## Legislation Details

**File #:** 2019-0074    **Version:** 1    **Name:** Approve the Industrial Tax Exemption application for Diamond Green Diesel, LLC, Project ID: 20180432-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Diamond Green Diesel, LLC, Project ID: 20180432-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Economic Development and Tourism

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Parish President	Introduced	



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## Legislation Details

**File #:** 2019-0075    **Version:** 1    **Name:** Approve the Industrial Tax Exemption application for Valero Refining-New Orleans, LLC, Project ID: 20180370-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Valero Refining-New Orleans, LLC, Project ID: 20180370-ITE for participation in the Industrial Tax Exemption Program for a project at Valero's Norco Refinery in Norco, Louisiana.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Economic Development and Tourism

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Parish President	Introduced	



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## Legislation Details

**File #:** 2019-0066    **Version:** 1    **Name:** Request DOTD construct a left turn lane at 14841 Highway 90 in Paradis  
**Type:** Resolution    **Status:** In Council - Resolutions  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes

**Title:** A resolution requesting the Department of Transportation and Development construct a left turn lane at 14841 Highway 90 in Paradis to protect residents and those traveling through the area and to improve traffic flow.

**Sponsors:** William Billy Woodruff

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Council Member(s)	Introduced	



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## Legislation Details

**File #:** 2019-0068      **Version:** 1      **Name:** AG opinion to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?"

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

**File created:** 3/11/2019      **In control:** Parish Council

**On agenda:** 3/11/2019      **Final action:**

**Enactment date:**      **Yes**

**Title:** A resolution requesting that the Louisiana Attorney General provide an Opinion with regards to the following question: "Is a public body, such as the St. Charles Parish Council, required to hold a public comment period prior to a vote being taken to table items at its meetings?" In other words, does the action of taking a vote to table constitute as an action on an agenda item which requires a public comment period prior to the council voting on whether or not to table?

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Council Member(s)	Introduced	





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## Legislation Details

**File #:** 2019-0069    **Version:** 1    **Name:** Amend PC Rules-add Rule 40. The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Council Member(s)	Introduced	



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## Legislation Details

**File #:** 2019-0070      **Version:** 1      **Name:** Amend PC Rule 14. to add in part, that no member may speak until he has been recognized by the Chair following the member's activation of the "request to speak" function of the Granicus voting system

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

**File created:** 3/11/2019      **In control:** Parish Council

**On agenda:** 3/11/2019      **Final action:**

**Enactment date:**      **Yes**

**Title:** A resolution to amend the Parish Council Rules to revise Rule 14. to add in part, that no member may speak until he has been recognized by the Chair following the member's activation of the "request to speak" function of the Granicus voting system and shall be given the floor in the order in which members activate the function.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Council Member(s)	Introduced	



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## Legislation Details

**File #:** 2019-0071    **Version:** 1    **Name:** Amend PC Rule 16. to state, should the Request to Speak function of the Granicus Voting system be out of commission during a meeting and two or more members request the floor at the same time, the presiding officer shall name the member who is to speak fi

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

**File created:** 3/11/2019    **In control:** Parish Council

**On agenda:** 3/11/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to amend the Parish Council Rules to revise Rule 16. to state, should the Request to Speak function of the Granicus Voting system be out of commission during a meeting and two or more members request the floor at the same time, the presiding officer shall name the member who is to speak first.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/11/2019	1	Council Member(s)	Introduced	



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## Legislation Details

**File #:** 2019-0047    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Library Board of Control as the District V Representative  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 2/18/2019    **In control:** Parish Council  
**On agenda:** 2/18/2019    **Final action:**  
**Enactment date:** Yes

**Title:** A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District V Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/18/2019	1	Parish Council		
3/24/2014	1	Parish Council	Enacted Legislation	





# St. Charles Parish

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985-783-5000  
[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2019-0072    **Version:** 1    **Name:** Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana  
**Type:** Special Matter    **Status:** In Council - Special Matters  
**File created:** 3/11/2019    **In control:** Parish Council  
**On agenda:** 3/11/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana  
**Sponsors:** Paul J. Hogan  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0072 #609 Memo - Public Equipment on Private Property \(01-24-19\).pdf](#)

Date	Ver.	Action By	Action	Result
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# ST. CHARLES PARISH

***PAUL J. HOGAN, PE***

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057


(985) 783-5000 • Fax: (985) 783-2067

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

## MEMORANDUM

DATE: JANUARY 24, 2019

TO: MR. LARRY COCHRAN  
PARISH PRESIDENT

FROM: PAUL J. HOGAN, PE   
COUNCILMAN-AT-LARGE, DIVISION B

RE: USE OF PUBLIC EQUIPMENT ON PRIVATE PROPERTY

On July 1, 2018, a Public Works Department manlift, having Parish Tag 00000010082 was used by Parish employee Mr. Mike Ford to cut a tree down to its trunk on the private property located at 404 Early Street in Paradis that is owned by his nephew, Mr. James Ford, Jr. I filed a complaint with the St. Charles Parish Sheriff's Office regarding this activity which violates the Louisiana Constitution and which Mr. Mike Ford was well aware was improper after having recently attended an ethics training class which discussed such prohibited activities. Incident No. G-00039-18 was assigned to the complaint by the responding officer. An Incident Report was subsequently prepared by the officer noting what he was advised and witnessed. Detective Donnie Smith investigated the matter and presented his finding to District Attorney Joel T. Chaisson, II. In an e-mail dated October 1, 2018, Detective Smith advised the following:

"In regards to the matter in Paradis, under SCSO Item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward."

JANUARY 24, 2019  
PAGE 2

Attached are documents and pictures relating to this abuse.

Please provide the Parish Council with a full report regarding this matter. In the report, please address at a minimum: when the machine was delivered for use, who delivered it, who authorized and approved it to be delivered and used on private property or was the machine just in the neighborhood for Parish purposes and it was commandeered by Mr. Mike Ford without any approval to do so, who was the African American individual who drove the machine from 404 Early Street to where it was parked for pick up on Scott Street, the penalty that has or that will be issued to all Parish employees who participated in any manner with respect to this abuse of public property for private gain, and the actions that have or that will be taken to prevent such abuse in the future.

Please provide written confirmation of your receipt of this letter and advise of the date by which you expect to provide the Council with the requested report.



PJH/MI:609ag

#### Attachments

cc: Parish Council  
Mr. Robert Raymond, Legal Services Director w/attachments  
Mr. Billy Raymond, Chief Administrative Officer w/attachments  
Mr. Clayton Fauchaux, Public Works/Wastewater Director  
w/attachments  
Honorable Jeff Landry, Louisiana Attorney General w/attachments  
Honorable Joel T. Chaisson, II, District Attorney w/attachments  
Ms. Anna Thibodeaux, Herald-Guide w/attachments  
Mr. Nick Reimann, The Advocate w/attachments



**Parcels**  
401900J0002C

 **Pictometry**  **Street View**

**Assessment Number:** 401900J0002C  
**Owner Name:** FORD, JAMES TERRANCE, JR.  
**Owner Address:** 404 EARLY ST.  
**Owner City/State/ZIP:** PARADIS LA 70080-0000

**Parcel Address:**  
**Lot:** 2C  
**Block:** J  
**Subdivision:** PARADIS, TOWN OF-LETTERED BLKS  
**Legal Description:**  
**Acres:** 0

[Print Info](#) | [Details](#)

[Close](#) [Export](#) [Print Labels](#)





406 406 Early St

TREE



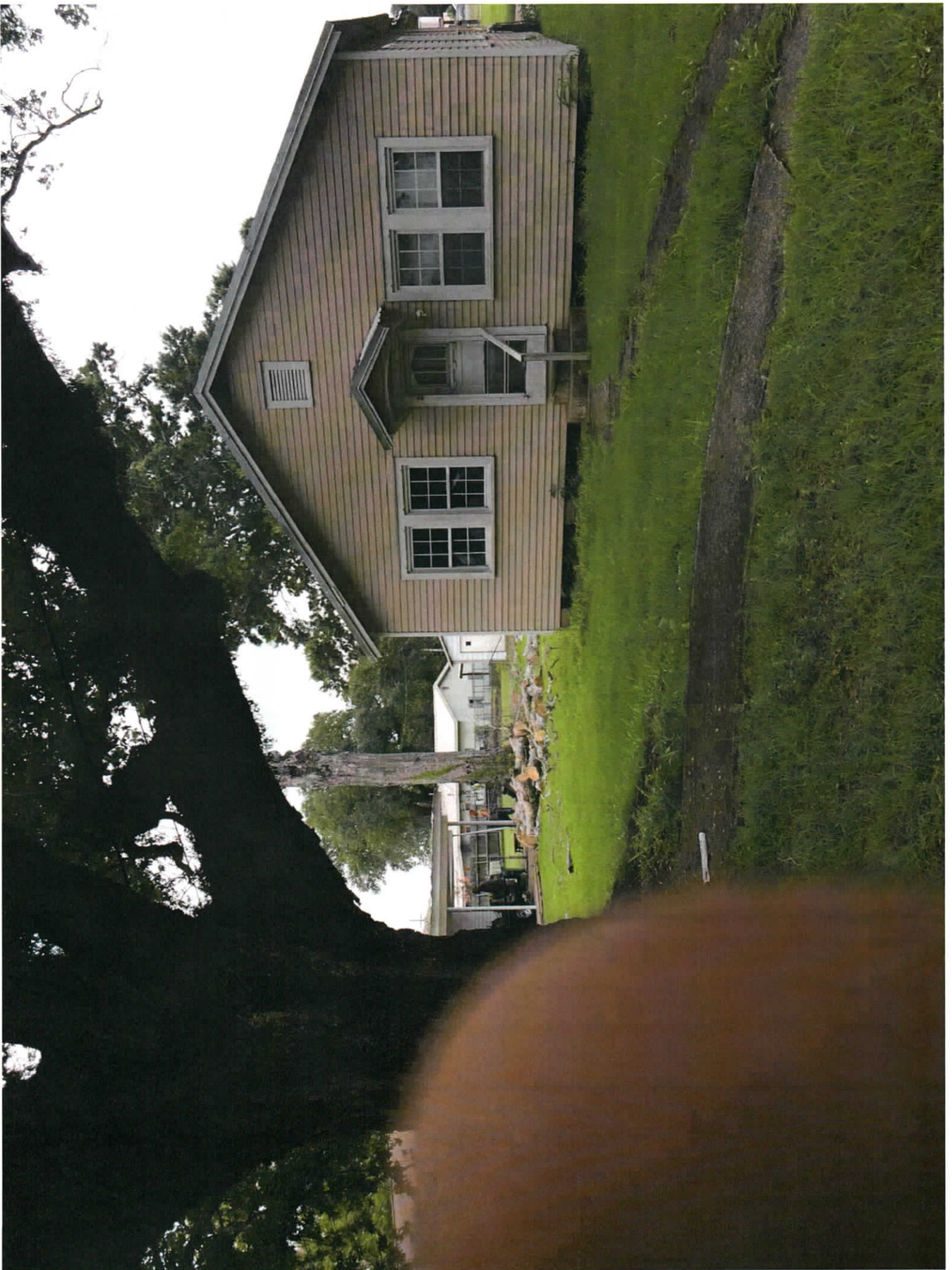
JAMES FORD  
404 EARLY ST.

© 2019 Google  
© 2018 Google

Google

29°52'43.14" N 90°26'06.45" W elev 7 ft eye



















PARISH OF ST. CHARLES  
00000010082

[illegible]

**JLG** Industries, Inc.

Serial No.



0300068964

Model #



8005

UPC Code



709264030780

Part No. 179



1701501

PARISH OF ST. CHARLES  
00000010002









PARISH OF ST. CHARLES



00000010082

8005

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2003

80

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36X72

36X96

XXXXX

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12V

PSI

4500

OPERATING INSTRUCTIONS  
REFER TO INSTRUCTIONS FOR  
CIRCUIT BOARD SETTING  
THIS MACHINE MEETS THE  
REQUIREMENTS OF ANSI Z39.1-1992 AND OSHA  
REGULATIONS 29 CFR 1910.133 (H)  
AND 1926.453 AS ORIGINALLY MANUFACTURED FOR  
INTENDED PURPOSES

JEG INDUSTRIES, INC.

McCONNELSBURG, PA. 17233-9533 U.S.A.



















## St. Charles Parish Sheriff's Office



**Incident No.:** G-00039-18 **Investigating**  
**Type of Report:** Complaint **Officer:** J. Alvarenga  
**Date of Occurrence:** 7/1/18 **District:** 149

After 7-10 days, the report(s) concerning this investigation may be obtained at the SCSO Records Division, third floor, Hahnville Courthouse, Hahnville, Louisiana.

Call Records at (985) 783-6237 between the hours of 8:30 a.m. - 4:00 p.m., Monday through Friday, except holidays, to ascertain if your report has been received by this office.

All reports are subject to a fee. Contents of the reports will not be released over the phone.

Victims of Crime may be eligible for certain rights and receive protection under Louisiana law. To determine eligibility, call the SCSO Criminal Victims Assistance Division at (985) 783-6230.

Please fill out a brief survey at [www.stcharlessheriff.org/343/Public-Survey](http://www.stcharlessheriff.org/343/Public-Survey)

**ST. CHARLES PARISH SHERIFF'S OFFICE  
INCIDENT REPORT**

**ARCHIVED**

Printed by: BS1854

10/02/2018 13:40

Page 1 of 3

**LA0450000**

Signal  
**21**

Rep Area  
**1525**

Item #  
**G-00039-18**

Report Type  
**INITIAL**

Date  
**01-JUL-2018**

Time  
**1340**

Day of Wk. Begin Date  
**SUN 01-JUL-2018**

Begin Time  
**1340**

End Date

End Time

Location of Offense

**HWY 90 AND SCOTT LN DES ALLEMANS 70030**

Reporting Officer

**JOSE ALVARENGA**

Responding Detective

Supervisor

PR: **949**

BP: **110D**

PR:

BP:

PR:

BP:

Arrived: **011349**

Notified:

Notified:

Completed: **011412**

Arrived:

Arrived:

**REPORTING PERSON**

Name: **PAUL HOGAN**

Race: **WHITE**

Sex: **MALE**

DOB:

Age:

Employer/School: **ST CHARLES PARISH GOVERN**

Address: **222 DOWN THE BAYOU RD**

Address:

City/St/Zip: **DES ALLEMANS, LA 70030**

City/St/Zip:

Social Security #

Drivers Lic #

D.L. State

Home Phone: **(985) 306-0085**

Work Phone:

Identify Suspect?

Voluntary Statement? **YES**

Cell Phone: **(504) 615-4862**

**VICTIM**

Victim Sequence Number: **1**

Type: **OTHER**

For Insurance Purposes?

Name:

Address:

City/St/Zip:

Social Security #

Drivers Lic #

D.L. State

Home Phone:

Work Phone:

Cell Phone: **()--**

**OFFENSE**

Offense Sequence Number: **1**

Victim: **1**

Suspect: **1**

R.S. Number: **SIG 21**

Title: **MISC. COMPLAINT**

Attempted/Completed: **COMPLETED**

Location Type: **OTHER/UNKNOWN**

Number of Premises:

Criminal Activity 1: **OTHER**

Weapon/Force Type 1: **NONE**

**SUSPECT**

None

**ADDITIONAL WITNESS**

**PROPERTY**

Property Owner or Property rcvd from:

**W 1** Desc. Code: **77 - OTHER**

Loss Type: **1 - NONE**

Quantity: **1**

Value: **\$1**

Insured:

Owner-applied Number:

Make:

Model:

Serial Number:

Description: **DIGITAL PHOTOGRAPHS**

Date Recovered: **01-JUL-2018**

Recovery Address: **MULTIPLE**

City/St/Zip: **DES ALLEMANS, LA 70030**

G-00039-18

UCR

**ST. CHARLES PARISH SHERIFF'S OFFICE  
INCIDENT REPORT**

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10/02/2018 13:40

Page 3 of 3

**NARRATIVE**

Time Stamp: 07/01/2018 15:36

Written By: JOSE ALVARENGA

ON 07/01/2018 AT APPROXIMATELY 1340 HOURS, SGT. JOSE A. ALVARENGA, RESPONDED TO A COMPLAINT IN REFERENCE TO PARISH EQUIPMENT BEING USED ON PRIVATE PROPERTY. THE COMPLAINANT, MR. PAUL HOGAN REQUESTED TO MEET AT THE CORNER OF HWY 90 AND SCOTT LANE IN DES ALLEMANDS.

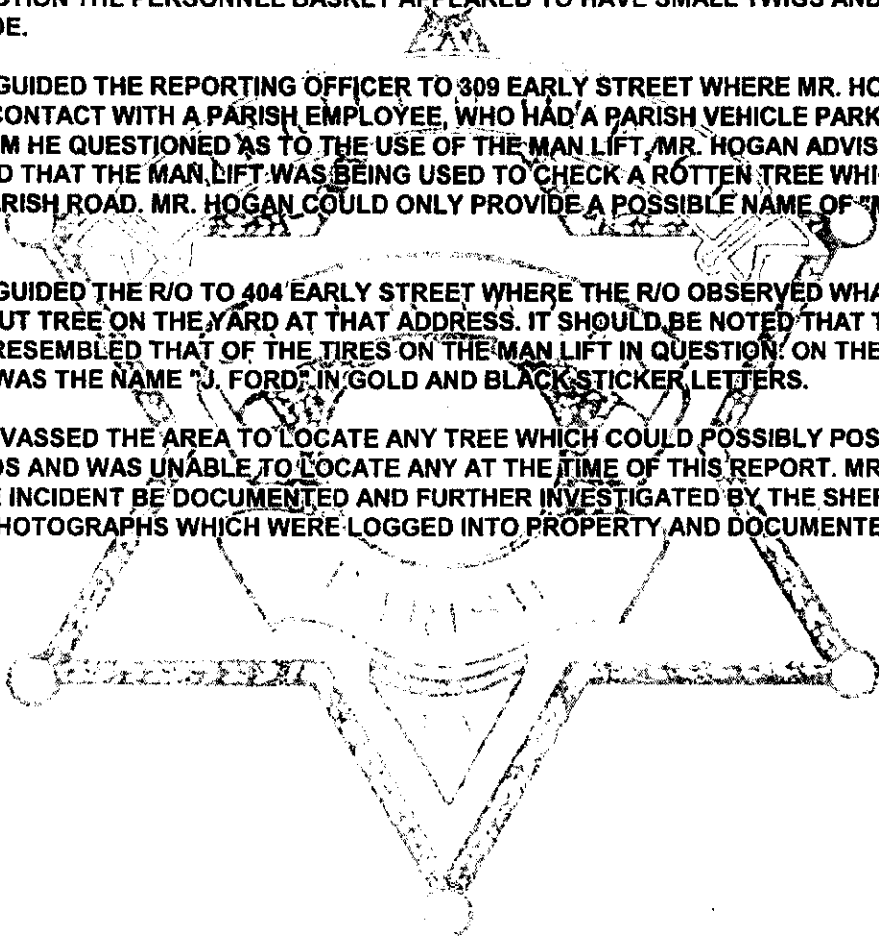
UPON ARRIVAL THE R/O MET WITH MR. HOGAN WHO ADVISED THAT HE RECEIVED INFORMATION FROM AN ANONYMOUS SOURCE STATING THAT THEY OBSERVED A PARISH VEHICLE BEING UTILIZED TO CUT DOWN A TREE ON PRIVATE PROPERTY. MR. HOGAN POINTED OUT THE VEHICLE, DESCRIBED AS A MAN LIFT, WHICH WAS NOW PARKED AT THE ABOVE LOCATION. THE VEHICLE HAD CLEAR MARKINGS BELONGING TO THE ST. CHARLES PARISH PUBLIC WORKS WITH A PARISH TAG (TAG CODE #10082). UPON FURTHER INSPECTION THE PERSONNEL BASKET APPEARED TO HAVE SMALL TWIGS AND TREE PARTICLES INSIDE.

MR. HOGAN GUIDED THE REPORTING OFFICER TO 309 EARLY STREET WHERE MR. HOGAN REPORTED THAT HE MADE CONTACT WITH A PARISH EMPLOYEE, WHO HAD A PARISH VEHICLE PARKED ON HIS DRIVEWAY, WHOM HE QUESTIONED AS TO THE USE OF THE MAN LIFT. MR. HOGAN ADVISED THAT THE SUBJECT STATED THAT THE MAN LIFT WAS BEING USED TO CHECK A ROTTEN TREE WHICH COULD BE A HAZARD TO A PARISH ROAD. MR. HOGAN COULD ONLY PROVIDE A POSSIBLE NAME OF "MIKE FORD" ON THE SUBJECT.

MR. HOGAN GUIDED THE R/O TO 404 EARLY STREET WHERE THE R/O OBSERVED WHAT APPEARED TO BE A FRESHLY CUT TREE ON THE YARD AT THAT ADDRESS. IT SHOULD BE NOTED THAT TIRE MARKS ON THE DRIVEWAY RESEMBLED THAT OF THE TIRES ON THE MAN LIFT IN QUESTION. ON THE MAIL BOX TO THAT ADDRESS WAS THE NAME "J. FORD" IN GOLD AND BLACK STICKER LETTERS.

THE R/O CANVASSED THE AREA TO LOCATE ANY TREE WHICH COULD POSSIBLY POSSESS A HAZARD TO PARISH ROADS AND WAS UNABLE TO LOCATE ANY AT THE TIME OF THIS REPORT. MR. HOGAN REQUESTED THE INCIDENT BE DOCUMENTED AND FURTHER INVESTIGATED BY THE SHERIFF'S OFFICE. THE R/O TOOK PHOTOGRAPHS WHICH WERE LOGGED INTO PROPERTY AND DOCUMENTED THE INCIDENT ACCORDINGLY.

G-00039-181





**From:** Donald Smith <DSmith@StCharlesSheriff.org>  
**To:** 'phinda9@aol.com' <phinda9@aol.com>  
**Subject:** G-00039-18 (Paradis)  
**Date:** Mon, Oct 1, 2018 5:08 pm

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Paul,

In regards to the matter in Paradis, under SCSO item# G-00039-18. St. Charles Parish 29<sup>th</sup> Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Donnie

**Captain Donnie Smith**

*St. Charles Parish Sheriff's Office*

*Chief of Investigations*

*Special Response Team Commander*

*260 Judge Edward Dufresne Parkway*

*Luling, La 70070*

*985-783-1135 – Ext. 2416*

*985-783-1138 - Fax*

*985-783-2949 - Dispatch*

*Email - [dsmith@stcharlessheriff.org](mailto:dsmith@stcharlessheriff.org)*

**CONST 7 14****§14. Donation, Loan, or Pledge of Public Credit**

Section 14.(A) Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private. Except as otherwise provided in this Section, neither the state nor a political subdivision shall subscribe to or purchase the stock of a corporation or association or for any private enterprise.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; or (13) the investment of public funds to capitalize a state infrastructure bank to be utilized solely for transportation projects.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

*(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, or guarantee of public funds by a state infrastructure bank solely for transportation projects; or (14) pursuant to a written agreement, the donation of the use of public equipment and personnel by a political subdivision upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise.*

*(C) Cooperative Endeavors. For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.*

*(D) Prior Obligations. Funds, credit, property, or things of value of the state or of a political subdivision heretofore loaned, pledged, dedicated, or granted by prior state law or authorized to be loaned, pledged, dedicated, or granted by the prior laws and constitution of this state shall so remain*

for the full term as provided by the prior laws and constitution and for the full term as provided by any contract, unless the authorization is revoked by law enacted by two-thirds of the elected members of each house of the legislature prior to the vesting of any contractual rights pursuant to this Section.

(E) Surplus Property. Nothing in this Section shall prevent the donation or exchange of movable surplus property between or among political subdivisions whose functions include public safety.

Amended by Acts 1983, No. 729, §1, approved Oct. 22, 1983, eff. Nov. 23, 1983; Acts 1990, No. 1099, §1, approved Oct. 6, 1990, eff. Nov. 8, 1990; Acts 1995, No. 1320, §1, approved Oct. 21, 1995, eff. Nov. 23, 1995; Acts 1996, 1st Ex. Sess., No. 97, §1, approved Nov. 5, 1996, eff. Dec. 11, 1996; Acts 1998, No. 75, §1, approved Oct. 3, 1998, eff. Nov. 5, 1998; Acts 1999, No. 1395, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1396, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1402, §1, approved Nov. 20, 1999, eff. Dec. 27, 1999; Acts 2006, No. 856, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2006, No. 857, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2015, No. 471, §1, approved Oct. 24, 2015, eff. Nov. 25, 2015; Acts 2018, No. 717.