



St. Charles Parish

Introductions

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

Monday, March 11, 2019

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

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

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

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

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

- S*** 2019-0076 An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., for land program management and right-of-way acquisition services for Public Works and Wastewater projects and to allow for term extensions in one (1) year increments for a maximum of three (3) years with a maximum compensation total of \$75,000 per contract year.

Sponsors: Mr. Cochran and Department of Public Works

- S*** 2019-0077 An ordinance to approve and authorize the execution of a professional service multi-phase project contract with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for an approximately 4,100-foot sheet pile wall along the southeastern-side of Engineer's Canal. (Engineer's Canal Bank Stabilization Parish Project Number P190301).

Sponsors: Mr. Cochran and Department of Public Works

- S*** 2019-0078 An ordinance to amend the 2018 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Cochran and Department of Finance

- S*** 2019-0079 An ordinance to approve and authorize the execution of an Engineering Services Contract with Linfield, Hunter & Junius, Inc, for providing all necessary professional engineering services for a linear park along and near Paul Maillard Road.

Sponsors: Mr. Cochran and Department of Parks and Recreation

- ~ 2019-0080 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to R-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

Sponsors: Mr. Cochran and Department of Planning & Zoning

- ~ 2019-0081 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

- ~ 2019-0082 An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Solutient Corporation to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Elevations Program in the amount of \$11,500.00 per structure elevated.

Sponsors: Mr. Cochran and Grants Office

- ~ 2019-0084 An ordinance to amend the Code of Ordinances, Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions., Section VI. Zoning district criteria and regulations. B. Residential districts, [VIII]. R-3, Multi-family residential: 1. Use Regulations and 4. Special Provisions: b.1. Townhouses., and Section VII. Supplemental use and performance regulations. Townhouses., to clarify the definition and regulations for townhouse building and townhouse developments.

Sponsors: Mr. Cochran and Department of Planning & Zoning

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.

2019-0080

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to R-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

WHEREAS, the property owner requests rezoning the property from R-1A(M) and C-2 to C-3; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended denial of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of March 7, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to R-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) and C-2 to R-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

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

And the ordinance 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

2019-2-R requested by William Sigmon to change the zoning classification from R-1A(M) and C-2 to C-3 on approximately 34,000 square feet at 16780 Hwy. 90, Des Allemands. Council District 4.

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Denial

2019-0081
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

WHEREAS, the property owner requests rezoning the property from C-2 to C-3; and,
WHEREAS, the St Charles Parish Department of Planning and Zoning recommended denial of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of March 7, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to R-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

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

And the ordinance 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

2019-3-R requested by Roy Dufrene/Max & Company, LLC to change the zoning classification from C-2 to C-3 on approximately 20,500 square feet at 16806 Hwy. 90, Des Allemands. Council District 4.

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Denial

2019-0082

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Solutient Corporation to perform Program Administrative/Management Services in the implementation of the St. Charles Parish Elevations Program in the amount of \$11,500.00 per structure elevated.

WHEREAS, St. Charles Parish has/intends to secure grant awards through FEMA's Flood Mitigation Assistance and Hazard Mitigation Grant Programs (and any other funding that may become available) to elevate Severe Repetitive Loss and Repetitive Loss residential structures; and,

WHEREAS, said grant programs will provide funding necessary for the elevation of structures to reduce or eliminate the risk of flood damage to said structures insured under the National Flood Insurance Program (NFIP) and the property owners are responsible for any required local match for their respective properties; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for Program Administrative/Management Services to Implement the St. Charles Parish Elevations Program to solicit a firm to provide said services on an as needed basis; and,

WHEREAS, the RFP was publicly advertised and proposals were received on February 14, 2019; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to Solutient Corporation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract for Program Administrative/Management Services for task orders associated with the St. Charles Parish Elevations Program by and between St. Charles Parish and Solutient Corporation, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this Contract.

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

And the ordinance 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: _____

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for .

Program Administrative/Management Services

For task orders associated with the St. Charles Parish Elevations Program

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 Solutient Corporation, a corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Colin Sternhell, Vice President, hereunto duly authorized;

WITNESSETH THAT:

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

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

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

1. Employment of CONSULTANT

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

2. Scope of Services

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

- a. Coordinate and host a Program Kick-Off Meeting for all property owners to attend to ensure that the owner understands all policies and restrictions that affect the elevation of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), the match requirement, and all St. Charles Parish policies and procedures.
- b. Conduct individual Program Kick-Off Meetings with each property owner as needed.
- c. Confirm information previously gathered remains valid and accurate.
- d. Ensure execution of the Statement of Voluntary Participation and Affidavit, and the Applicant's Certification.
- e. Ensure the existence of records of sufficient photos of the current pre-elevation property conditions, including all doors, utilities, and central or window air conditioning units.
- f. Provide guidance to each property owner regarding the filing of an ICC claim, the proceeds of which are to be used towards each property owner's required match and provide administrative assistance to property owners as needed.
- g. Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish; ensure that each property owner obtains at least three bids from qualified contractors on the list.
- h. Review bids for cost reasonableness and any errors or ineligible items.
- i. Coordinate with the property owner for the completion and review of elevation plans, foundation designs, construction details, elevation certificates, and permitting prior to construction to assure compliance with the grant programs, Parish building codes and requirements, as well as local, State, and Federal regulations, and provide copies of all documentation to the Parish.
- j. Facilitate the eligibility review of the proposed elevation by grant agency/agencies.
- k. Compile necessary pre-construction documentation required and package for Parish review and approval.
- l. Assist the Parish with the preparation of the construction contract for the property owner to execute with the elevation contractor selected. The contract must be pre-approved by the Parish and contain insurance requirements, payment milestones, retainage, and indemnify the Parish against legal action as a result of the implementation of the program. Instruct the property owner on the proper procedures to execute the contract with the elevation contractor they select, as well as the exact dollar amount of the match requirement.
- m. Coordinate and host a Pre-Construction Kick-Off Meeting with the property owner, construction contractor, project manager, and St. Charles Parish.
- n. Collect the executed construction contract and payment of the match requirement to the Parish in the form of a cashier's check from each property owner made payable to the Parish along with copies of all documentation collected from each property owner prior to the execution of the construction contract by the Parish.
- o. Arrange additional meetings, as needed, with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections.

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

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

3. Term of Contract

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

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

4. Access to Information

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

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$11,500.00 per structure elevated as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Percent Complete
0.0	Pre-Construction – Approval of Engineering	10%
1.0	Passing of Inspection # 1 – Construction/Temporary Pole (Pre-elevation Certificate required)	30%
2.0	Passing of Inspection # 2 – Piling Inspection	15%
3.0	Passing of Inspection # 3 – Foundation Completion and Anchoring	15%
4.0	Passing of Inspection # 4 – Final Certificate of Compliance (Post-elevation Certificate and Certificate of Occupancy required.)	20%
5.0	Parish Receipt of Reimbursement from FEMA/GOHSEP/Other Agency for all previous Milestone Invoices	10%
TOTAL		100%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for each structure of which charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.

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

6. Ownership of Documents

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

7. Liability

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

8. Insurance

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

- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

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

10. Terms and Conditions

This Contract is subject to the 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	CONSULTANT
Mr. Larry Cochran	Mr. Colin Sternhell
Parish President	Vice President
St. Charles Parish	Solutient Corporation
Post Office Box 302	330 N. Carrollton Ave.
Hahnville, LA 70057	New Orleans, LA 70119

With a copy to:

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

12. Jurisdiction

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

13. 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. Authorization

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

Witness

St. Charles Parish

Witness

BY: _____
Larry Cochran
Parish President

Witness

Solutient Corporation

Witness

BY: Colin Sternhell
Colin Sternhell,
Vice President

2019-0084

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances, Appendix A, St. Charles Parish Zoning Ordinance of 1981, Section III. Definitions., Section VI. Zoning district criteria and regulations. B. Residential districts, [VIII]. R-3, Multi-family residential: 1. Use Regulations and 4. Special Provisions: b.1. Townhouses., and Section VII. Supplemental use and performance regulations. Townhouses., to clarify the definition and regulations for townhouse building and townhouse developments.

WHEREAS, the Zoning Ordinance of 1981 established townhouses as a permitted use in both the R-1T and R-3 zoning districts; and,

WHEREAS, Ordinance 88-3-9 revised the zoning districts and regulations affecting townhouses; and,

WHEREAS, Ordinance 15-7-5 revised the definition of townhouses and added supplemental use and performance regulations for townhouses without deleting the existing regulations established by Ordinance 88-3-9; and,

WHEREAS, the St. Charles Parish Council wishes to clarify the definition and regulations for townhouses and townhouse developments.

NOW, THEREFORE, THE ST PARISH COUNCIL ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section III. Definitions. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Dwelling, townhouse: ~~A building on its own separate lot of record containing one (1) dwelling unit that occupies space from the ground to the roof, and that is attached to one (1) or more other townhouse dwelling units by at least one (1) common wall.~~ A single-family dwelling on its own separate lot of record with its own front and rear access to the outside, and with its own yards, in a row with other similar dwelling units, in which no unit is located over another unit, and each unit is separated from other units by one or more common fire resistant walls.

Townhouse: ~~A single-family dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more common fire resistant walls see 'Dwelling, townhouse'~~

SECTION II. That the Code of Ordinances, Appendix A, Section VI. Zoning district criteria and regulations, B. Residential districts, [VIII]. R-3, Multi-family residential is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

1. Use Regulations:

a. A building or land shall be used only for the following purposes:

(1) All uses allowed in the R-2 district. (Ord. No. 88-5-5, 5-16-88)

(2) Multi-family dwellings including duplexes, apartments, apartment houses, townhouses, and condominiums.

(3) Boarding and lodging houses.

(4) Townhouses (see Section VII for Supplemental Use and Performance regulations).

SECTION III. That the Code of Ordinances, Appendix A, Section VI. Zoning district criteria and regulations, B. Residential districts, [VIII]. R-3, Multi-family residential: 4. Special Provisions, is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

b. 1. ~~Townhouses: Single-family attached dwellings on individual lots for sale served by servitudes of access or fronting a public street.~~

(a) ~~Location: In R-3 districts, townhousing shall be allowed.~~

(b) ~~Procedure: Applicants wishing to subdivide existing multi-family lots into townhouse lots shall file for subdivision as per section II, subsection B.4., of St. Charles Parish Subdivision Regulations (Appendix C).~~

2. ~~Site Plan and Design Criteria, Details:~~

(a) ~~Minimum width for the portion of the lot on which the townhouse is to be constructed shall be twelve (12) feet.~~

- (b) ~~Minimum yard requirements:~~
 - (1) ~~Front twenty (20) feet.~~
 - (2) ~~Side ten (10) feet.~~
 - (3) ~~Rear twenty (20) feet.~~
 - (4) ~~Area twenty-five hundred (2500) square feet.~~
- (c) ~~Each townhouse shall have its own rear yard of at least one hundred twenty (120) square feet. When rear parking is provided it shall be reasonably secluded from view from a street, parking area or from neighboring property. Such yard shall not be used for any accessory building.~~
 - (1) ~~Grouped parking facilities: Insofar as practical, off-street parking facilities shall be grouped in bays, either adjacent to access drive or in the interior of blocks. Adequate drainage shall be provided by developers in connection with common parking facilities, and all such facilities shall be improved to parish standards for off-street parking areas, with at least two (2) spaces per unit on the lot plus one (1) visitor parking space per each two (2) units.~~
 - (2) ~~Courts, Open Space, and Recreational Areas: A minimum of two hundred (200) square feet per dwelling unit of recreation space must be provided. At the discretion of the director, recreation space may not be required provided that the developer pay a two hundred dollar (\$200.00) recreation fee per unit to the parish for the development of recreational facilities.~~
- 3. ~~Utilities and Landscaping: Design and construction of drives, drainage, and location of utilities shall be subject to review and approval by the Planning and Zoning Department. A minimum of twenty (20) percent of the site must be appropriately landscaped.~~
 - (1)[a] ~~Interior access drives shall be at least twenty-two (22) feet wide for two-direction drives or twelve (12) feet with one-direction drive and must be properly drained.~~
 - (2)[b] ~~Parking areas shall conform to section VIII of the St. Charles Parish Zoning Ordinance.~~
 - (3)[c] ~~Before approval of the final subdivision plat, restrictions shall be submitted, including designation of all servitudes, lot lines, parking areas and other open spaces, with provision for perpetual maintenance of all improvements, including pavements, landscaping, utilities and servitudes. The above items will be filed with the resubdivision of the R-3 parcel.~~
 - (4) ~~Buffer zone: There shall be a six-foot solid wood or masonry fence along the sides and rear of the property wherever it adjoins any single-family residential zoning district.~~

SECTION IV. That the Code of Ordinances, Appendix A, Section, Section VII. Supplemental use and performance regulations. Townhouses. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Townhouses.

- a. The maximum density for townhouse developments is ~~twelve (12)~~ seventeen (17) units per acre.
- b. In townhouse developments, structures shall front on a public street or servitude of access and be generally compatible with existing developments in the neighborhood.
- c. Design criteria.
 - i. No more than six (6) dwelling units shall be included in any one (1) townhouse building.
 - ii. The facades of dwelling units in a townhouse shall be varied by changed front yards of not less than three (3) feet and variation in materials or design so that no more than two (2) abutting units will have the same front yard depth and the same or essentially the same architectural treatment of facades and roof lines.

- iii. ~~Frontage, measured at the building line, for individual units of a town house may not be less than fifteen (15) feet. Minimum width for an interior townhouse lot - fifteen (15) feet~~
- iv. Minimum width for an exterior townhouse lot—twenty-five (25) feet
- v. Minimum building setback from a public street—twenty (20) feet
- vi. Minimum building setback from a rear lot line—twenty (20) feet
- d. Drives, Parking, and Utilities.
 - i. ~~Where allies are provided, off-street parking facilities shall be grouped in bays, either in the rear of the structure or in the interior of blocks the townhouse development.~~
 - ii. All parking areas shall meet the standards and minimum requirements set forth in Section VIII, Site design requirements, of this ordinance, and must include one (1) visitor parking space per each two (2) dwelling units. Visitor spaces may be provided in separate areas when an adequate area is not provided on an individual lot.
 - iii. ~~Servitudes shall be provided at the front or rear of the lots within the required front or rear yard for off-street parking and utilities. Entrances to front yard parking areas shall be at least fifty (50) feet apart, unless an individual space is provided for each lot.~~
 - iii. Interior access drives shall be at least twenty-two (22) feet wide for two-direction drives or twelve (12) feet with one-direction drive and must be properly drained and accessible to all dwelling units.
 - iv. ~~The Zoning Regulatory Administrator may require a six-foot landscape buffer, at maturity, along the sides and rear of any Townhouse development that abuts an R-1A, R-1B, or R-1A(M) district or any lot containing a single-family dwelling.~~
- e. Open Space and Buffering
 - i. Maximum land cover is 80%; 20% of a townhouse development site must be left open.
 - ii. Each townhouse unit shall have its own rear yard of at least one hundred twenty (120) square feet. The rear yard shall not be used for any accessory building.
 - iii. A five (5) foot wide landscaped buffer is required along the sides and rear of any townhouse development that abuts an R-1A, R-1B, or R-1A(M) district or any lot containing a single-family dwelling.

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

And the ordinance 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

2019-2-ORD requested by Larry Cochran, Parish President to amend the Zoning Ordinance to clarify the definitions and requirements for townhome developments.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

St. Charles Parish

Department of Planning & Zoning

Land Use Report

Case Number: 2019-2-ORD

Introduced by Larry Cochran, Parish President

To amend the St. Charles Parish Zoning Ordinance of 1981, Sections III, VI, and VII by re-organizing, clarifying, and eliminating conflicts where townhouse requirements are addressed.

Background

As both a high-density residential land use and single-family dwelling units that can be in single ownership with manageable yards, townhouses are a housing type that is in demand. Because they are single-family dwelling units but are developed at multi-family densities, conflicts in regulatory codes can exist.

The Zoning Ordinance of 1981 permitted townhouses, but in two different zoning districts with different development regulations. Ordinance 88-3-9 eliminated conflicts between the regulations because, "The provisions for Townhome Development in the Zoning Ordinance are not compatible with the future development trends of the Parish [and] said provisions are also repetitious and cumbersome." While the ordinance removed the repetition, it inadvertently created illogical regulations. Currently, the Zoning Ordinance regulates townhouses in three different sections while the illogical regulations of Ordinance 88-3-9 remain.

This ordinance eliminates regulations for townhouses that are illogical or impracticable and also conflicts between Section III Definitions, Section VI.B.viii, Multi-family residential, and Section VII. Supplemental Use and performance regulations.

Potential outcomes

The regulations will be more clear and logical which will save the Department and developers time and money.

Recommendation

Approval