



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Dick Gibbs**  
**Councilmembers Bobby Donaldson, Holly Fonseca,**  
**La Sandra Darensbourg Gordon, Mary K. Clulee, Nicky Dufrene,**  
**Marilyn B. Bellock, Bob Fisher, Julia Fisher-Perrier**

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

Monday, October 19, 2020

6:00 PM

Council Chambers, Courthouse

Final

### CALL TO ORDER

### PRAYER

*Deacon Billy Raymond, Sr.*  
*Mt. Airy Baptist Church, Boutte*

### PLEDGE

*Faith Becnel*

### APPROVAL OF MINUTES

*Regular Meeting – October 5, 2020*

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

- 1     2020-0251     Tribute: Honorable Wendy Benedetto, Councilwoman-At-Large,  
Division A

**Sponsors:** Ms. Fisher-Perrier, Mr. Donaldson, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee,  
Mr. Gibbs, Mr. Dufrene, Ms. Bellock and Mr. Fisher

**Legislative History**

8/24/20	Parish Council	Meeting Cancelled
	The regular St. Charles Parish Council Meeting scheduled for Monday, August 24, 2020 at 6:00 pm - cancelled due to inclement weather.	
9/8/20	Parish Council	Deferred
	Wendy Benedetto was not able to attend; her tribute will be rescheduled at a later date.	
9/21/20	Parish Council	Deferred
	Wendy Benedetto was not able to attend; her tribute will be rescheduled at a later date.	

- 2     2020-0195     In Recognition: Faith Becnel, 2020 American Idol Top 20 Contestant

**Sponsors:** Ms. Fisher-Perrier

**Legislative History**

7/6/20	Parish Council	Deferred
	Faith Becnel was not able to attend; her recognition will be rescheduled at a later date.	
8/24/20	Parish Council	Meeting Cancelled
	The regular St. Charles Parish Council Meeting scheduled for Monday, August 24, 2020 at 6:00 pm - cancelled due to inclement weather.	

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2020-0246      Library Board of Control

Legislative History

8/24/20	Parish Council	Meeting Cancelled
	The regular St. Charles Parish Council Meeting scheduled for Monday, August 24, 2020 at 6:00 pm - cancelled due to inclement weather.	
9/8/20	Parish Council	Deferred
	File No. 2020-0246 deferred until a later date.	

2020-0298      Department of Legal Services

2020-0299      Department of Public Works

2020-0300      Parish President Remarks/Report

Sponsors:      Mr. Jewell

## ORDINANCE INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Tuesday, October 27, 2020, 9:00 am; Thursday, October 29, 2020, 6:00 pm; and Monday, November 2, 2020, 6:00 pm, Council Chambers, Courthouse, Hahnville**

3      2020-0153      An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2021.

Sponsors:      Mr. Jewell and Department of Finance

Legislative History

6/1/20	Parish Council	Accepted
	Reported: Finance Department Recommended: Approval	
	Public Hearings scheduled for Tuesday, October 27, 2020 at 9 am, Thursday, October 29, 2020 at 6 pm, and Monday, November 2, 2020, at 6 pm	
6/1/20	Parish Council	Accepted
10/5/20	Parish President	Introduced
10/5/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, November 2, 2020, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 7     2020-0297     An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lots 63 and 64, Prospect Plantation Subdivision, approximately 4,800 square feet in New Sarpy, as requested by Lynette Lane.

Sponsors:     Mr. Jewell and Department of Planning & Zoning

Legislative History

11/7/16	Department of Planning & Zoning	Received/Assigned PH
12/1/16	Department of Planning & Zoning	Recommended Denial to the Planning Commission
12/1/16	Planning Commission	Recommended Approval to the Parish Council

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

- 24     2020-0283     An ordinance approving and authorizing the execution of a contract with LA Contracting Enterprise, LLC, for the Access Road and Parking Lot for Ed Reed Park (Project No. P171201) in the amount of \$221,785.00.

Sponsors:     Mr. Jewell and Department of Public Works

Legislative History

10/5/20	Parish President	Introduced
10/5/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 31     2020-0289     An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **River Oaks Drive in Destrehan to fifteen (15) miles per hour.**

Sponsors:     Ms. Darensbourg Gordon

Legislative History

8/12/20	Council Member(s)	Correspondence Sent to the Residents of River Oaks Drive in Destrehan, from Councilwoman, District I, La Sandra Darensbourg Gordon, seeking feedback to determine the majority opinion of the residents, whether in favor or not in favor of reducing the speed limit from 25 miles per hour to 15 miles per hour on River Oaks Drive in Destrehan.
---------	-------------------	---

	9/18/20	Council Member(s)	Correspondence Sent to Council Secretary Michelle Impastato, from Councilwoman, District I, La Sandra Darensbourg Gordon (email), with approval to move forward with the speed limit reduction on River Oaks Drive in Destrehan from 25 miles per hour to 15 miles per hour.
	10/5/20	Council Member(s)	Introduced
	10/5/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
<b>32</b>	<b><u>2020-0290</u></b>	An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU Ag Center for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2025.	
	<b><u>Sponsors:</u></b>	Mr. Jewell	
		<b><u>Legislative History</u></b>	
	10/5/20	Parish President	Introduced
	10/5/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

#### ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

<b>36</b>	<b><u>2020-0244</u></b>	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.D to rezoning requests to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.	
	<b><u>Sponsors:</u></b>	Mr. Jewell and Department of Planning & Zoning	
		<i>[This proposed ordinance was tabled on October 5, 2020; Public Hearing requirements were satisfied.]</i>	
		<b><u>Legislative History</u></b>	
	8/6/20	Department of Planning & Zoning	Recommended Approval to the Planning Commission
	8/6/20	Planning Commission	Recommended Approval to the Parish Council
	8/10/20	Parish President	Introduced
		The regular parish council meeting scheduled for Monday, August 24, 2020 at 6:00 pm was cancelled on August 23, 2020. (Hurricane Storm Marco and Tropical Storm Laura)	
		File No. 2020-0244 placed on the September 8, 2020 agenda for introduction.	
	8/10/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
	8/24/20	Parish Council	Meeting Cancelled
		The regular St. Charles Parish Council Meeting scheduled for Monday, August 24, 2020 at 6:00 pm - cancelled due to inclement weather.	
	9/8/20	Parish President	Introduced

9/8/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
9/21/20	Parish Council	Public Hearing Requirements Satisfied Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval
9/21/20	Parish Council	Tabled. Council Discussion Planning & Zoning Director Michael Albert spoke on the matter.
9/21/20	Parish Council	Tabled.
10/5/20	Parish Council	Removed from the Table
10/5/20	Parish Council	Removed from the Table
10/5/20	Parish Council	Tabled. Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval
		Public Hearing was previously satisfied.  Council Discussion Planning & Zoning Director Michael Albert spoke on the matter. Parish President Matthew Jewell spoke on the matter.
10/5/20	Parish Council	Tabled.

**41**    2020-0266

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent’s Office in St. Charles Parish.

**Sponsors:**

Mr. Jewell and General Government Buildings

*[This proposed ordinance was tabled on September 21, 2020 prior to the Public Hearing requirements being satisfied; therefore it must be re-introduced and re advertised for Public Hearing prior to consideration by the Parish Council.]*

**Legislative History**

9/8/20	Parish President	Introduced
9/8/20	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
9/21/20	Parish Council	Public Hearing Requirements Not Satisfied
9/21/20	Parish Council	Tabled.
9/21/20	Parish Council	Tabled.
10/5/20	Parish Council	Remained Tabled

**APPOINTMENTS**

- 54**    2020-0291    Accept resignation of Mr. Trey Granier - St. Charles Parish Planning & Zoning Commission District III Representative

Legislative History

5/15/17    Parish Council    Enacted Legislation  
Mr. Trey Granier appointed to the Planning & Zoning Commission on May 15, 2017, per Resolution No. 6291  
Term: May 31, 2017 - May 31, 2021

10/5/20    Board Member    Resigned

- 2020-0292    A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative.

*Council Chairman will accept nominations from the District III Councilmember to fill the vacancy caused by the resignation of the term of Mr. Trey Granier. Unexpired term to begin immediately and expire May 31, 2021.*

Legislative History

5/15/17    Parish Council    Enacted Legislation  
Mr. Trey Granier appointed to the Planning & Zoning Commission on May 15, 2017, per Resolution No. 6291  
Term: May 31, 2017 - May 31, 2021

- 2020-0293    A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District I Representative.

*On November 2, 2020, Council Chairman will accept nominations from the District I Councilmember to fill the vacancy created by the expiration of the term of Ms. Olivia Tate. Four (4) year term to begin December 7, 2020 and expire December 7, 2024.*

Legislative History

12/12/16    Parish Council    Enacted Legislation  
Ms. Olivia Tate appointed to the Board of Adjustment on December 12, 2016, per Resolution No. 6255  
Term: December 7, 2016 - December 7, 2020

- 2020-0294    A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District III Representative.

*On November 2, 2020, Council Chairman will accept nominations from the District III Councilmember to fill the vacancy created by the expiration of the term of Mr. Webb Jay. Four (4) year term to begin December 7, 2020 and expire December 7, 2024.*

Legislative History

11/28/16    Parish Council    Enacted Legislation  
Mr. Webb Jay appointed to the Board of Adjustment on November 28, 2016, per Resolution No. 6253  
Term: December 7, 2016 - December 7, 2020

2020-0295

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VII Representative.

*On November 2, 2020, Council Chairman will accept nominations from the District VII Councilmember to fill the vacancy created by the expiration of the term of Mr. Cory Savoie. Four (4) year term to begin December 7, 2020 and expire December 7, 2024.*

Legislative History

12/12/16 Parish Council Enacted Legislation  
Mr. Cory Savoie appointed to the Board of Adjustment on December 12, 2016, per Resolution No. 6256  
Term: December 7, 2016 - December 7, 2020

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

*HOUSING AUTHORITY: Tuesday, 10/27/20, 6PM, Council Chambers  
HOSPITAL SERVICE DISTRICT NO. 1: Wednesday, 10/28/20, 10AM, Council Chambers  
ST. CHARLES PARISH COUNCIL: Monday, 11/2/20, 6PM, Council Chambers*

**ANNOUNCEMENTS**

*IMPORTANT DATES FOR THE NOVEMBER 3, 2020 PRESIDENTIAL / CONGRESSIONAL PRIMARY ELECTION:*

*\*Friday October 30, 2020 - Last day to Request Absentee by Mail Ballots*

*\*Early Voting: Tuesday October 20th - Saturday October 24th, Monday October 26th, & Tuesday October 27th: At The Registrar of Voters Office (8:00 am - 7:00 pm; Hours extended for Presidential / Congressional Election only): Westbank - Courthouse, 15045 River Rd. Hahnville; Eastbank - Arterbury Building, 14564 River Rd. New Sarpy*

*\*Monday November 2, 2020 - Last Day for Registrar to receive Voted Absentee Ballot by 4:30 pm*

*\*Tuesday November 3, 2020 - Election Day – Polls open 6:00 am – 8:00 pm*

*Public Hearings to consider the Proposed 2021 Capital and Consolidated Operating Budget:*

*Tuesday, October 27, 2020, 9AM*

*Thursday, October 29, 2020, 6PM*

*Monday, November 2, 2020, 6PM*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**2020-0296

Executive Session: 29th JDC No. 84,115-E - Progressive Waste Solutions of LA Inc. vs. St. Charles Parish

Sponsors:

Mr. Jewell and Department of Legal Services

**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.**

# The Parish of St. Charles

October 19, 2020

## TRIBUTE

Former Division A, Councilwoman-At-Large **Wendy Benedetto** is a native of New Orleans and has resided in Destrehan for more than 31 years. She is married to Randal Benedetto and they are the proud parents of three children and three grandchildren.

**Wendy** is a graduate of Bonnabel High School and attended Donaldson Real Estate School. She is a full-time Realtor with Latter & Blum Inc./Realtors.

**Wendy** is a very active member of the community. She currently serves as a member of the Ormond Civic Association and has served as a PTA president and in numerous other offices. She is a past president and board member of the Destrehan Booster Club.

**Wendy** has an extensive record as an Elected Official representing St. Charles Parish. She was first elected to the St. Charles Parish Council on October 20, 2007, as the District III Councilwoman and was re-elected to a second term on October 22, 2011. On October 24, 2015, she was elected Councilwoman-At-Large, Division A and was re-elected unopposed in 2019.

**Wendy** has served with three St. Charles Parish Presidents and 22 fellow council members. She was part of the first Parish Council in the state to hold a female majority. Since holding office, she has been part of approximately \$46 million of improvements to drainage, approximately \$38 million to levee protection, and \$5 million to recreation.

**Wendy** served as St. Charles Parish Council Chairman in 2013 and 2016; she served as Vice-Chairman in 2011, 2018, and 2019. She has served as Chairman of the Legislative Committee for over 5 terms; 2010, 2016 - August 2020, and a member of the Committee for 7 years. She served as a member of the Operations, Maintenance, and Construction Management Committee, Special Projects/Public Safety, Health, and Environmental Committee, Contract/Finance and Administrative Committee, and the Hurricane Protection Projects Committee. She was recently appointed to the temporary Ad-Hoc Subcommittee of the Legislative Committee.

**Wendy** served as a member of the Retired and Senior Volunteer Program Advisory Council, the Regional Planning Commission, South Central Planning & Development Commission, and the Sunset Drainage District Board of Directors. She served as Ex-Officio member to the Hospital Service District No. 1 Board of Commissioners, and as a member of the River Region Caucus. She has previously participated in the Republican State Central Committee, Republican Women's Association, and served as a GNO Inc., Board Member.

**Wendy** served as a member of the Louisiana Police Jury Association, the Region II Executive Board Member, a member of the Community Development Committee, and as the Chairman of the Parks, Recreation & Tourism Committee. She served as a member of the National Association of County Officials, NACo's Next Generation, and the Community, Economic and Workforce Development Policy Steering Committee.

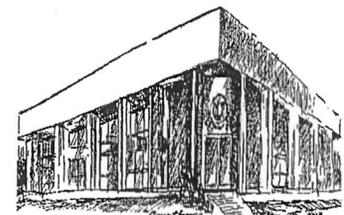
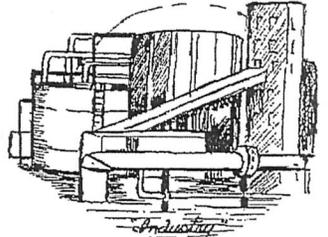
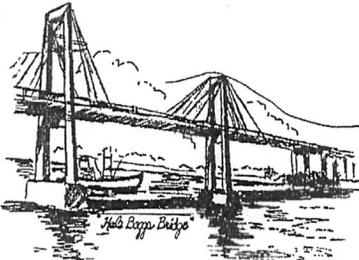
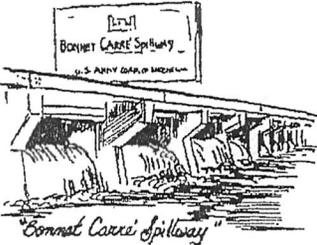
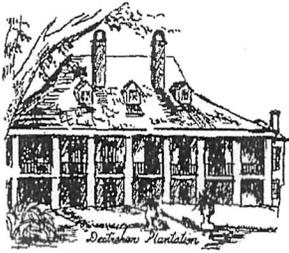
We want to thank **Former Councilwoman Wendy Benedetto** for her dedication and service to the citizens of St. Charles Parish and to wish her and her family the best in all of their future endeavors.

### WENDY BENEDETTO COUNCILWOMAN, DISTRICT III

JANUARY 14, 2008 – JANUARY 10, 2016

COUNCILWOMAN-AT-LARGE, DIVISION A  
JANUARY 11, 2016 – AUGUST 25, 2020

"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.



# The Parish of St. Charles

October 19, 2020

## IN RECOGNITION

**WHEREAS,** Faith Becnel is a native of Destrehan, Louisiana, and a graduate of Destrehan High School; and,

**WHEREAS,** singing in front of crowds is nothing new for Faith. She has been performing on stage since she was 10 years old, and at the age of 12, she released her first album. She has performed at numerous festivals in Louisiana and surrounding states, as well as Mardi Gras balls, weddings, private parties, charity events, and she made several television and radio appearances on WGNO, WWL, News with a Twist, and many more; and,

**WHEREAS,** Faith has sung alongside many of the great Louisiana Legends and bands including Vince Vance and the Valiants, Irma Thomas, Rockin' Dopsie, Jr., The Top Cats, Al "Carnival Time" Johnson, Benny Grunch and the Bunch, among others; and,

**WHEREAS,** Faith dreamed of being on American Idol since she was a little girl. She took a trip last fall to Oregon to audition for Season 18. Her audition aired on Sunday, March 8, 2020, where she sang for musical star judges Luke Bryan, Katy Perry, and Lionel Richie and received the "golden ticket" which advanced her a trip to Hollywood; and,

**WHEREAS,** Faith advanced through all phases of Hollywood Week. She sang Janis Joplin's "Cry Baby" for her solo performance and for the duet round, she teamed up with Gonzales native Jovin Webb singing James Brown's "It's a Man's World". She advanced to the top 40 and traveled to Oahu, Hawaii, where she sang Chaka Khan's "Ain't Nobody" in front of a live audience, which landed her a spot in the top 20; and,

**WHEREAS,** Faith's American Idol journey ended, but she continues her journey as a musical artist.

**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

## FAITH BECNEL

2020 AMERICAN IDOL SEASON 18  
TOP 20 CONTESTANT

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

*Matthew Jewell*

MATTHEW JEWELL  
PARISH PRESIDENT

*Bobby Donaldson*

BOBBY DONALDSON  
COUNCILMAN AT LARGE, DIV. A

*Holly Fonseca*

HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

*La Sandra Darenbourg Gordon*

LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I

*Mary K. Clulee*

MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

*Dick Gibbs*

DICK GIBBS  
COUNCILMAN, DISTRICT III

*Nicky Duprene*

NICKY DUPRENE  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*

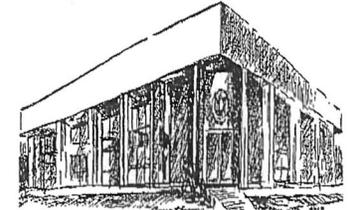
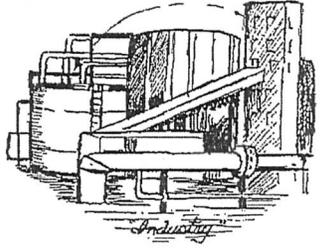
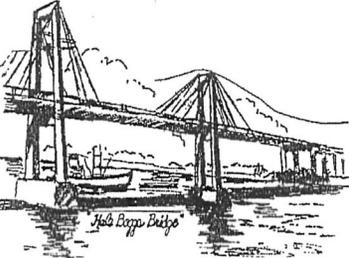
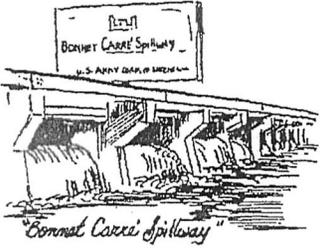
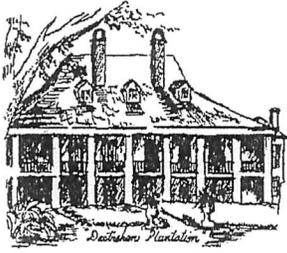
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*Bob Fisher*

BOB FISHER  
COUNCILMAN, DISTRICT VI

*Julia Fisher-Perrier*

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



**2020-0153**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF FINANCE)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2021.

**WHEREAS**, in accordance with Article V, Section B of the St. Charles Parish Home Rule Charter and Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.) the Parish President has submitted the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2021 to the St. Charles Parish Council to wit:

- Section I                    General Fund
- Section II                  Special Revenue Funds (10)
- Section III                Debt Service Funds (4)
- Section IV                Capital Projects Funds (4)
- Section V                 Enterprise Funds (3)

**WHEREAS**, in accordance with Article V, Section C of the St. Charles Parish Home Rule Charter, the Parish President has submitted a Budget Message to the St. Charles Parish Council; and,

**WHEREAS**, the Parish Council has taken under advisement the study of the Consolidated Operating and Capital Budget.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That in accordance with Article V, Sections D and E of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2021 St. Charles Parish Consolidated Operating and Capital Budget attached hereto and made a part hereof and identified herewith as "Exhibit A" and "Exhibit B", to become effective January 1, 2021.

**SECTION II.** That said budget shall become effective January 1, 2021.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
The provisions of this ordinance shall become effective January 1, 2021.

CHAIRMAN: \_\_\_\_\_  
 SECRETARY: \_\_\_\_\_  
 DLVD/PARISH PRESIDENT: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_  
 RETD/SECRETARY: \_\_\_\_\_  
 AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**ST. CHARLES PARISH**  
**GOVERNMENTAL FUNDS**  
 CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT  
 FISCAL YEAR ENDING DECEMBER 31, 2021

Description	2020				2021		% Change Projected Actual vs Proposed
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Projected Actual Result at Year End	
<b>REVENUES:</b>							
Taxes:							
Ad Valorem taxes	\$ 28,152,482	\$ 28,750,000	\$ 28,750,000	\$ 29,899,715	\$ 41,163	\$ 29,940,878	4.14%
Sales taxes	35,035,755	34,564,888	34,564,888	13,680,010	18,816,887	32,496,897	-5.98%
Other taxes	1,644,110	1,545,000	1,545,000	206,218	901,782	1,108,000	-28.28%
Licenses and permits	1,342,588	1,323,100	1,323,100	1,145,270	142,030	1,287,300	-2.71%
Intergovernmental revenues	9,520,886	10,025,354	23,829,844	3,709,901	21,824,241	25,534,142	7.15%
Fees, charges, and commissions	1,192,917	1,163,350	1,163,350	457,912	536,529	994,441	-14.52%
Fines and forfeitures	908,763	1,002,500	1,002,500	399,582	522,049	921,631	-8.07%
Investment earnings	2,693,435	1,912,280	1,912,280	723,826	554,389	1,278,215	-33.16%
Miscellaneous	770,421	762,808	762,808	793,022	522,592	1,320,614	73.13%
<b>Total Revenues</b>	<b>81,261,357</b>	<b>81,049,280</b>	<b>94,853,770</b>	<b>51,020,456</b>	<b>43,861,662</b>	<b>94,882,118</b>	
<b>EXPENDITURES:</b>							
Personal Services	32,144,631	37,895,382	37,908,905	14,569,701	18,496,447	33,066,148	-12.77%
Operating Services	12,219,335	14,399,683	14,386,160	6,311,705	8,996,087	15,307,792	6.41%
Materials & Supplies	4,787,741	5,785,548	5,793,710	1,590,887	3,874,809	5,465,696	-5.66%
Other Charges	544,112	847,675	842,070	141,842	579,775	721,617	-14.30%
Debt Service	3,277,830	1,486,342	1,486,342	1,150,473	333,869	1,484,342	-0.13%
Capital Outlay	22,528,920	31,567,032	96,955,730	9,618,205	65,973,473	75,591,678	-22.03%
Intergovernmental	3,960,056	5,791,075	5,782,913	2,056,556	7,585,675	9,642,231	66.74%
<b>Total Expenditures</b>	<b>79,462,625</b>	<b>97,772,737</b>	<b>163,155,830</b>	<b>35,439,369</b>	<b>105,840,135</b>	<b>141,279,504</b>	
<b>EXCESS (DEFICIENCY) OF REVENUES</b>	<b>1,798,732</b>	<b>(16,723,457)</b>	<b>(68,302,060)</b>	<b>15,581,087</b>	<b>(61,978,473)</b>	<b>(46,397,386)</b>	
<b>OVER EXPENDITURES</b>							
<b>OTHER FINANCING SOURCES (USES):</b>							
Transfer in	5,141,787	12,502,385	28,048,714	1,197,025	20,002,301	21,199,326	-24.42%
Transfer out	(7,557,983)	(14,940,585)	(30,486,914)	(1,197,025)	(23,143,548)	(24,340,573)	-20.16%
Proceeds from the sale of assets	75,326	28,000	28,000	13,119	-	13,119	-53.15%
Compensation for Loss/Damaged Assets	88,800	-	-	-	-	-	0.00%
Bond Proceeds	540,000	-	-	-	-	-	0.00%
<b>Total Other Financing Sources</b>	<b>(1,712,070)</b>	<b>(2,410,200)</b>	<b>(2,410,200)</b>	<b>13,119</b>	<b>(3,141,247)</b>	<b>(3,128,128)</b>	
Net change in Fund Balance	86,662	(19,133,657)	(70,712,260)	15,594,206	(65,119,720)	(49,525,514)	
Fund Balance - Beginning	111,247,262	49,137,768	99,732,853			112,537,379	
<b>Fund Balance - Ending</b>	<b>\$ 111,333,924</b>	<b>\$ 30,004,111</b>	<b>\$ 29,020,593</b>			<b>\$ 63,011,865</b>	

**ST. CHARLES PARISH**  
**PROPRIETARY FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT**  
**FISCAL YEAR ENDING DECEMBER 31, 2021**

Description	2019				2020				2021	
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Actual Result at Year End	Last Adopted vs Projected Actual	% Change	Proposed Budget	% Change Projected Actual vs Proposed
<b>OPERATING REVENUES</b>										
Ad Valorem Taxes	\$ 2,345,652	\$ 3,301,000	\$ 3,301,000	\$ 3,433,706	\$ 4,750	\$ 3,438,456	4.16%	4.16%	\$ 3,315,000	-3.59%
Charges for services	25,678,603	25,948,597	25,948,597	10,645,743	15,244,340	25,890,083	-0.23%	-0.23%	26,580,606	2.67%
Connection and service fees	358,676	504,500	504,500	145,724	333,266	478,990	-5.06%	-5.06%	475,100	-0.81%
Delinquent charges	551,796	568,000	568,000	122,372	429,628	552,000	-2.82%	-2.82%	562,000	1.81%
Intergovernmental revenues	13,091	-	-	-	-	-	0.00%	0.00%	-	0.00%
Non-employer contributions	87,162	-	-	-	-	-	0.00%	0.00%	-	0.00%
OPEB Contributions	273,938	-	-	-	-	-	0.00%	0.00%	-	0.00%
Miscellaneous	26,699	40,000	40,000	10,507	22,493	33,000	-17.50%	-17.50%	39,000	18.18%
<b>Total Operating revenues</b>	<b>29,335,617</b>	<b>30,362,097</b>	<b>30,362,097</b>	<b>14,358,052</b>	<b>16,034,477</b>	<b>30,392,529</b>			<b>30,971,706</b>	
<b>OPERATING EXPENSES</b>										
Personal Services	12,031,519	12,541,523	12,541,523	5,141,842	5,867,223	11,009,065	-12.22%	-12.22%	12,431,912	12.92%
Operating Services	7,236,685	8,323,525	8,323,525	3,326,332	5,195,819	8,522,151	2.39%	2.39%	8,686,737	1.93%
Material & Supplies	3,044,433	3,425,880	3,425,880	1,325,941	2,160,925	3,486,866	1.78%	1.78%	3,790,941	8.72%
Other Charges	7,151,079	7,163,279	7,163,279	8,646	7,254,918	7,263,564	1.40%	1.40%	7,567,710	4.19%
Intergovernmental	347,191	397,625	397,625	227,159	160,045	387,204	-2.62%	-2.62%	400,840	3.52%
<b>Total Operating expenses</b>	<b>29,810,907</b>	<b>31,851,832</b>	<b>31,851,832</b>	<b>10,029,920</b>	<b>20,638,930</b>	<b>30,668,850</b>			<b>32,878,140</b>	
Operating Income (loss)	(475,290)	(1,489,735)	(1,489,735)	4,328,132	(4,604,453)	(276,321)			(1,906,434)	
<b>NON-OPERATING REVENUES (EXPENSES)</b>										
Investment earnings	383,067	375,876	375,876	116,680	162,346	279,026	-25.77%	-25.77%	294,101	5.40%
Grants	4,032	-	-	-	57,079	57,079	100.00%	100.00%	143,000	150.53%
Proceeds/(Loss) on sale of Assets	49,087	23,500	23,500	5,893	7,607	13,500	-42.55%	-42.55%	23,500	74.07%
Amortization -Expense	(1,132)	(1,132)	(1,132)	-	-	(1,132)	0.00%	0.00%	(1,132)	0.00%
Bond interest and paying agent fees	(741,337)	(966,444)	(966,444)	(12,764)	(945,734)	(958,498)	-0.82%	-0.82%	(925,862)	-3.40%
<b>Total Non-operating revenues (expenses)</b>	<b>(306,283)</b>	<b>(568,200)</b>	<b>(568,200)</b>	<b>109,809</b>	<b>(718,702)</b>	<b>(610,025)</b>			<b>(466,393)</b>	
Income (loss) before contributions and transfers	(781,573)	(2,057,935)	(2,057,935)	4,437,941	(5,323,155)	(886,346)			(2,372,827)	

CONTINUED

**ST. CHARLES PARISH**  
**PROPRIETARY FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT**  
**FISCAL YEAR ENDING DECEMBER 31, 2021**

Description	2019				2020				2021		
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	Last Adopted vs Projected Actual	% Change	Proposed Budget	Projected Actual vs Proposed	% Change
<b>Continued:</b>											
Issuance of Bond	-	4,834,251	4,834,251	-	489,511	489,511	-89.87%	4,956,315	912.50%		
Capital Contributions of Donated Assets	221,762	-	-	-	-	-	0.00%	-	0.00%		
Transfer in	1,168,788	1,863,700	1,863,700	688,000	448,640	2,136,640	14.65%	1,045,000	-51.09%		
Transfer out	(460,541)	(461,000)	(461,000)	-	(261,000)	(461,000)	0.00%	(461,000)	0.00%		
<b>Change in Net Position</b>	<b>148,436</b>	<b>4,179,016</b>	<b>4,179,016</b>			<b>1,278,805</b>		<b>3,167,488</b>			
<b>Total net position -Beginning as restated</b>	<b>104,652,619</b>	<b>105,577,652</b>	<b>105,577,652</b>			<b>104,801,055</b>		<b>106,079,860</b>			
<b>Total net position -Ending</b>	<b>104,801,055</b>	<b>109,756,668</b>	<b>109,756,668</b>			<b>106,079,860</b>		<b>109,247,348</b>			
Net investment in capital assets	97,609,084	83,887,468	83,887,468			82,002,173		82,040,703			
Restricted for debt service	2,064,573	2,468,058	2,468,058			2,476,712		2,475,645			
Restricted for capital projects	6,753,431	6,524,990	6,524,990			7,185,573		7,027,614			
<b>Unrestricted</b>	<b>(1,626,033)</b>	<b>16,876,152</b>	<b>16,876,152</b>			<b>14,415,402</b>		<b>17,703,386</b>			

**2020-0297**

**INTRODUCED BY: MATTHEW JEWELL, 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 to R-1A(M) on Lots 63 and 64, Prospect Plantation Subdivision, approximately 4,800 square feet in New Sarpy, as requested by Lynette Lane.

**WHEREAS,** the property owner requests rezoning from R-1A to R-1A(M) and on Lots 63 and 64, Prospect Plantation Subdivision, approximately 4,800 square feet in New Sarpy, as requested by Lynette Lane; and,

**WHEREAS,** the Planning and Zoning Department recommended denial of the request; and,

**WHEREAS,** the Planning and Zoning Commission recommended approval of the request at its regular meeting of December 1, 2016; and,

**WHEREAS,** the Planning and Zoning Department stated the request would not be forwarded to the Parish Council until documentation was provided showing that a discrepancy in the legal description was corrected; and,

**WHEREAS,** the legal description has been corrected per the Act of Donation recorded in the Clerk of Court's office on September 21, 2020 by Lynette Lane.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-1A(M) on Lots 63 and 64, Prospect Plantation Subdivision, approximately 4,800 square feet in New Sarpy, as requested by Lynette Lane.

**SECTION II.** The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-1A(M) on Lots 63 and 64, Prospect Plantation Subdivision, approximately 4,800 square feet in New Sarpy, as requested by Lynette Lane.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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**

PZR-2016-16 requested by Lynette Lane for Shirley Lane for a change in zoning classification from R-1A to R-1A(M) at Lots 63 & 64 of a Subdivision of Lot 10 Prospect Plantation, 226 Clement Street, New Sarpy, LA Council District 6.

**Planning Department Recommendation:**

Denial

**Planning Commission Recommendation:**

Approval

Commissioner Booth: The last item on our agenda is PZR-2016-16 requested by Lynette Lane for Shirley Lane for a change in zoning classification from R-1A to R-1A(M) at Lots 63 & 74 of a Subdivision of Lot 10 Prospect Plantation, 226 Clement Street, New Sarpy. Council District 6. Mr. Romano.

Mr. Romano: The applicant requests a change of zoning district from R-1A to R-1A(M) on (the application states Lots 63 & 74, but we believe it's 64 and I'll get into that in a little bit. The address is between 224 & 228 Clement Street, New Sarpy. At the time of writing this report, staff are trying to help resolve a problem with the legal description of the property. The applicant states that her mobile home will replace one that was once on the property and will fit in with the other mobile homes recently placed in the neighborhood

We've had a total of 8 requests in the neighborhood of R-1A(M) rezoning and the department has recommended denial of each case, 4 of those received approval by the Council and resulted in only 3 mobile homes being placed. The rest of the mobile homes you might see in the area are grandfathered. In other words, they were there before zoning was implemented. So any of the mobile homes you see in the neighborhood are 1 of the 3 that were permitted or grandfathered, but the primary land use in the area is single family residential.

In order to receive a recommendation for approval, an applicant for rezoning must show that the request meets all the criteria of at least one of three guidelines.

The first guideline states that a rezoning must follow the future land use recommendations of Plan 2030 and also not create a spot zone—"give to a single lot or small area privileges not extended to other land in the vicinity." Plan 2030 recommends this site for Low Density Residential, which includes the Parish's predominantly single family detached subdivisions, and individual mobile homes on small platted lots zoned R-1A(M). But since rezoning to R-1AM would create a spot zone, it will conflict with one of the criteria of the first guideline. The request fails the first guideline.

The second guideline states that a rezoning should be considered if the land use pattern or neighborhood character has changed to the point that the existing zoning no longer allows reasonable use of the applicant's property. The site is more suitable for site-built construction. It abuts a single-family residential home on its River Road side, is located in a neighborhood zoned R-1A, and a majority of development in the neighborhood consists of site built single family residential uses. So if the rezoning request is approved it will result in a land use incompatibility, which fails the second guideline.

The third guideline states that a rezoning may be considered if the permitted uses will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure. A mobile home on the site would likely not overburden public facilities or infrastructure but would be out of character with the existing neighborhood that consists primarily of site-built single-family residential homes. It is for this reason that the department concludes that the request fails the third guideline.

The site is below the three acre threshold that mandates a corresponding Future Land Use Map amendment. Therefore, if the zoning is changed, the map does not need to be amended.

The department recommends denial but I need to expand on the situation we have. The deed that was turned in to us, we believe it has a misprint. Lot 74 was supposed to be indicated as Lot 64, but for whatever reason that was never corrected so the owners of the lots, understanding that they own 2 lots together, Lots 63 and 64, actually what the deed shows is that they own Lot 63 and Lot 74, which when you look at the subdivision map, it's across the street, but it's actually in a different subdivision so there was a mistake somehow. The point being, an Act of Correction of some kind needs to be drawn up so that this can get corrected and filed at the Clerk's office so that we don't end up zoning a 30 ft. wide piece of land and putting a zoning change on another piece of land somewhere else, not next to where the property is situated.

So we recommend that until this Act of Correction is generated, signed and filed in the Clerk's office, that the case not be forwarded to the Council. I hate to use an analogy, but it's not having all the ducks in a row. So that's our recommendation.

Commissioner Booth: Public hearing for PZR-2016-16 rezoning Lots 63 & 64 from R-1A to R-1A(M), this is a public hearing is anyone here to speak for or against? State your name and address for the record please.

My name is Lynette Lane, I live at 5 Jasmine Lane in St. Rose.

Commissioner Booth: You understand that we have a little problem with the legal description of the property and you need to work with Mr. Romano to see if you can get that resolved and filed with the Clerk. You want to put 2 trailers?

Ms. Lane: Just one.

Commissioner Booth: Alright. Any questions for the applicant? Thank you ma'am. Anyone else here to speak for or against this particular issue? We'll call for the vote with the stipulation that before this goes to Council the proper legal description is filed with the Clerk and then Planning & Zoning can move forward with trying to do something and it will be up to the Council.

Commissioner Granier: This map for rezoning to R-1A(M) is not for the entire subdivision? In other words, there's a lot more between the end of the map and the street right?

Mr. Romano: About 150 ft.

Commissioner Granier: So how many more, or are there any other rezones in that area or is that it?

Mr. Romano: there were a few, I mentioned earlier, I believe there were 8 that were requested and 4 that were granted. We always recommend the denial, the Council ultimately approved 4 of them that resulted in 3 new permitted mobile homes.

Ms. Stein: You might remember last month the Council approved Keesler Payne's request for a rezone, that's not reflected on the map yet because we made the map before the ordinance passed, but that's close to that little cluster of orange that you see on the zoning map.

Commissioner Booth: Any other questions or comments? We'll call for the vote and if there is a positive vote, before it goes to Council the legal description issue has to be resolved and filed with the Clerk. Call for the vote.

YEAS: Loupe, Granier, Richard, Booth, Galliano

NAYS: None

ABSENT: Frangella

Commissioner Booth: That passes unanimously. You need to work with Mr. Romano and he will explain how to get that done.

# St. Charles Parish Department of Planning & Zoning

## LAND USE REPORT CASE NUMBER: PZR-2016-16

### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant**  
Lynette Lane  
5 Jasmine Lane  
St. Rose LA 70087  
504.258.0605; nettielane@gmail.com

**Application Date: 11/7/16**
  
- ◆ **Location of Site**  
Lot 63 and 74 of part of Lot 10, Prospect Plantation (between 224 and 228 Clement Street, New Sarpy).
  
- ◆ **Requested Action**  
Change of zoning from **R-1A**, Single Family Residential Detached Conventional Homes-Medium Density to **R-1A(M)**, Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes-Medium Density.

### SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel**  
(Per map) 4,800 square feet; 60 feet of frontage on Clement Street.
  
- ◆ **Current Zoning and Land Use**  
R-1A, Single Family Residential Detached Conventional Homes; undeveloped.
  
- ◆ **Surrounding Zoning and Land Use**  
R-1A zoning. The surrounding neighborhood consists primarily of site built single family homes. Manufactured and modular homes are scattered throughout the surrounding neighborhood, mainly along Annex and Terrace Streets. There is also vacant and undeveloped land in the area, mostly along St. Charles Street. Site built single family homes are located to each side of the site and directly across Clement Street from the subject site while the property to the rear is undeveloped.
  
- ◆ **Plan 2030 Recommendation**  
*Low Density Residential:* This category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A and R-1B zoning districts. It also allows accessory units and individual mobile homes on small platted lots zoned R-1A(M). Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.
  
- ◆ **Traffic Access**  
The site has 60-feet of hard-surface frontage on Clement Street, a local street that connects to River Road.

### APPLICABLE REGULATIONS

#### Appendix A., Zoning Ordinance, Section XV Amendment Procedure:

- D. Rezoning Guidelines and Criteria: Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:
1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.
  2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property. One or more of following examples may be used in evaluating reasonableness:

- a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

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

**AND:**

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

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Site-built, single-family detached dwellings.
    - (2) Manufactured homes.
    - (3) Mobile homes.
    - (4) Accessory uses.
    - (5) Private recreational uses.
    - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
  - b. Special exception uses and structures include the following:
    - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
    - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private schools (except trade, business and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
    - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)
    - (6) Accessory Dwelling Units upon approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 15-7-5)
2. Spatial Requirements.
  - a. Minimum lot size: five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
  - b. Minimum yard sizes:
    - (1) Front—fifteen (15) feet.
    - (2) Side—five (5) feet.
    - (3) Rear—five (5) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IV, 8-18-08)
  - c. Accessory buildings:
    - (1) The accessory building shall not exceed two-story construction.
    - (2) Minimum setback of accessory buildings shall be three (3) feet.

- (3) Nonresidential accessory buildings shall not be permitted. (Ord. No. 12-7-4, § IV, 7-2-12)
- d. Permitted encroachments:
- (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
  - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
3. Special Provisions:
- a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
    - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
    - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
    - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
  - b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.
  - c. Skirting or foundation plantings as approved by the Zoning and Regulatory Administrator in accordance with the manufacturer's installation instructions to ensure aesthetic compatibility with the residential character of the neighborhood. The entire underfloor of the home shall be completely enclosed, except for the required openings.
- Editor's note— The enforcement of this subparagraph c. was placed on a one-year moratorium expiring Sept. 5, 1990.
- d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

**AND:****Section III. - Definitions.**

*Spot zone:* Rezoning a lot or parcel of land which gives to a single lot or a small area privileges not extended to other land in the vicinity and which is not done in furtherance of the comprehensive plan or to serve the best interest of the community.

**ANALYSIS**

The applicant requests a change of zoning district from R-1A to R-1A(M) on Lots 63 & 74, Subdivision of part of Lot No. 10 of lower portion of Prospect Plantation, located between 224 & 228 Clement Street, New Sarpy. The purpose of the rezoning is to permit a mobile home on the site. At the time of writing this report, staff are trying to help resolve a problem with the legal description of the property. The applicant states that her mobile home will replace one that was once on the property and will fit in with the other mobile homes recently placed in the neighborhood

In order to receive a recommendation for approval, an applicant for rezoning must show that the request meets all the criteria of at least one of three guidelines.

The first guideline states that a rezoning must follow the future land use recommendations of Plan 2030 and also not create a spot zone—"give to a single lot or small area privileges not extended to other land in the vicinity." Plan 2030 recommends this site for *Low Density Residential*, which includes the Parish's predominantly single family detached subdivisions, and *individual mobile homes on small platted lots zoned R-1A(M)*. But since rezoning to R-1AM would create a spot zone, it will conflict with one of the criteria of the first guideline. The St. Charles Terrace and Annex Subdivisions were zoned R-1A in 1981. Since then a total of eight (8) requests for R-1AM rezoning have been processed by the Department; the Department recommended for denial in each case; four (4) of those received approval by the Council; three (3) mobile homes have been permitted as a result. The majority of the subdivision is zoned R-1A and developed with site-built construction. **The request fails the first guideline.**

The second guideline states that a rezoning should be considered if the land use pattern or neighborhood character has changed to the point that the existing zoning no longer allows reasonable use of the applicant's property. The site is more suitable for site-built construction. It abuts a single-family residential home on its River Road side, is located in a neighborhood zoned R-1A, and a majority of development in the neighborhood consists of site built single family residential uses. So if the rezoning request is approved it will result in a land use incompatibility, which **fails the second guideline.**

The third guideline states that a rezoning may be considered if the permitted uses will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure. A mobile home on the site would likely not overburden public facilities or infrastructure but would be out of character with the existing neighborhood that consists primarily of site-built single-family residential homes. It is for this reason that the department concludes that **the request fails the third guideline.**

The site is below the three acre threshold that mandates a corresponding Future Land Use Map amendment. Therefore, if the zoning is changed, the map does not need to be amended.

<b>DEPARTMENT RECOMMENDATIONS</b>
-----------------------------------

**Denial**

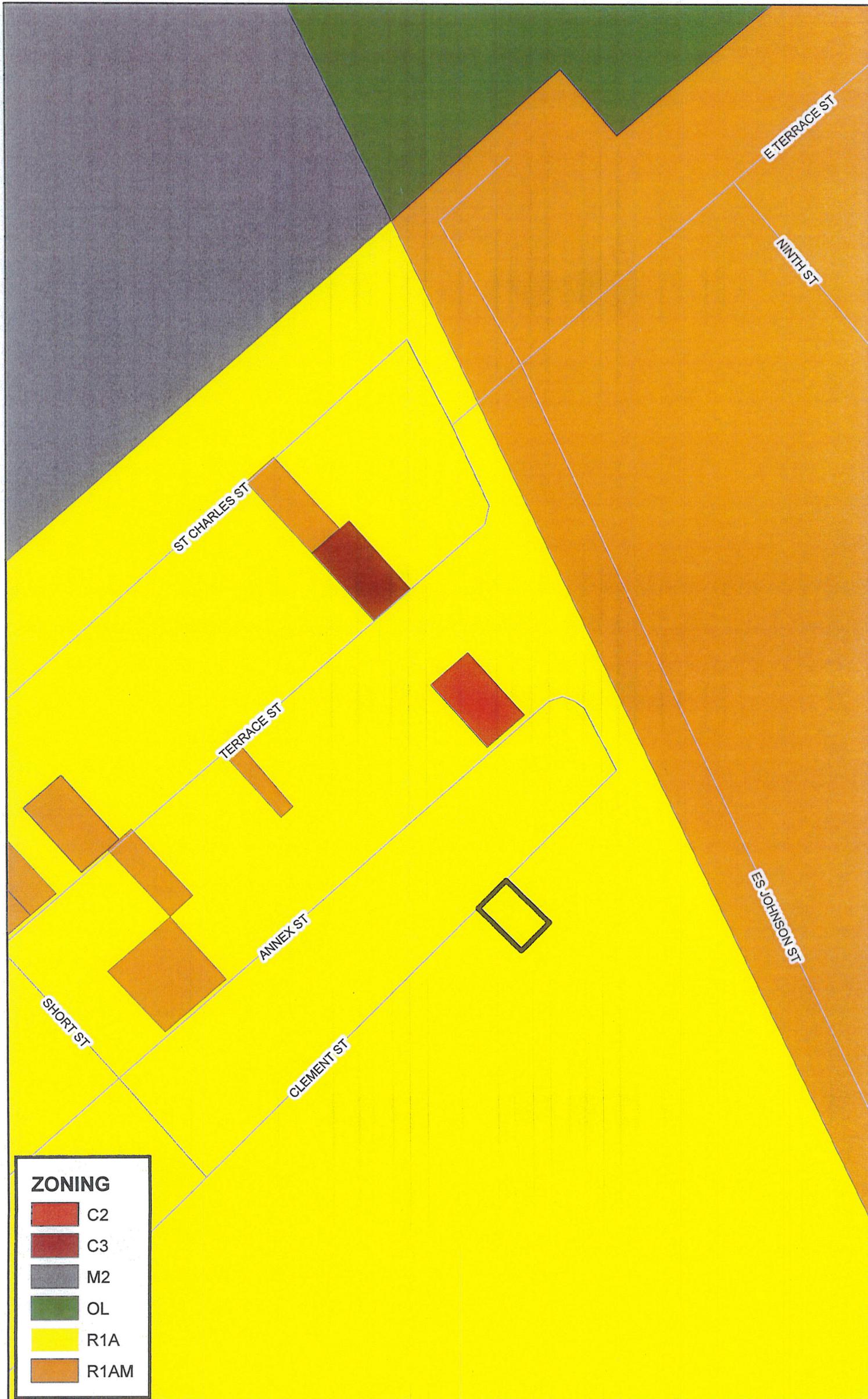
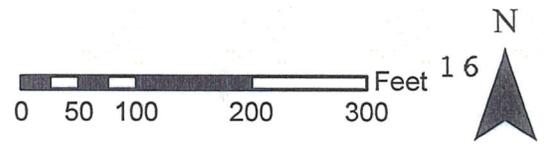
Aerial  
PZR-2016-16  
Requested by: Lynette Lane  
Rezone from R-1A to R-1A(M)

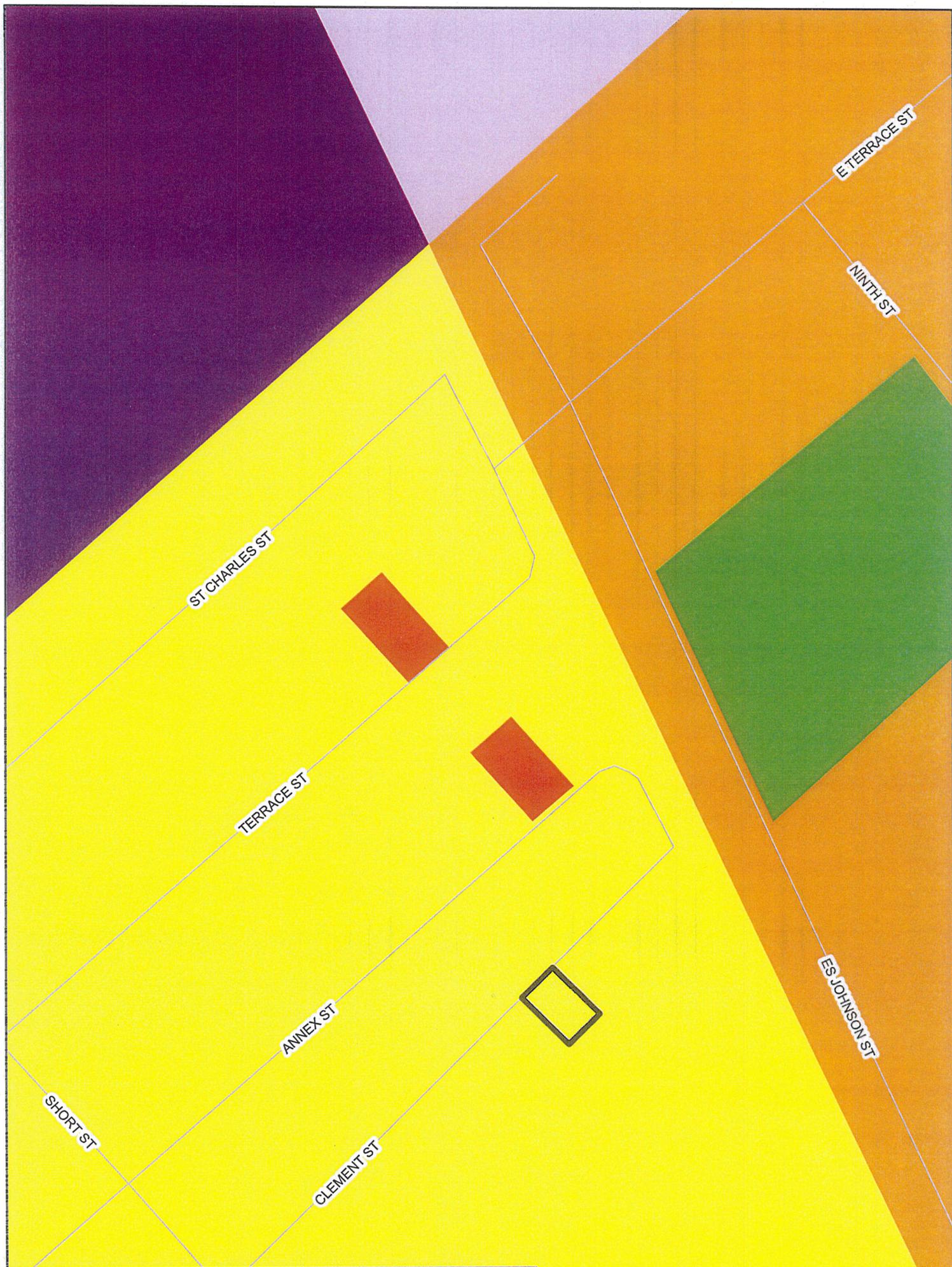
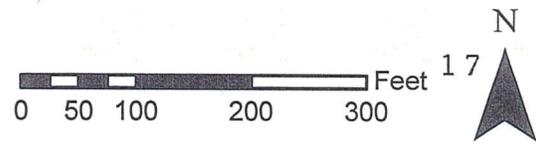


PZR 2016-16

Requested by: Lynette Lane

For a rezone from R-1A to R-1A(M)





**FUTURE LAND USE**

	General Commercial	<i>General Commercial</i>
	Heavy Industrial	
	Light Industrial	
	Low Density Residential	
	Moderate Density Residential	
	Recreation/Open Space	



LARRY COCHRAN  
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • Fax: (985) 783-6447

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

December 9, 2016

Lynette Lane  
5 Jasmine Lane  
St. Rose, LA 70087

Dear Lynette Lane,

On Thursday, December 1, 2016 the St. Charles Parish Planning Board of Commissioners **recommended approval** for PZR-2016-16 requested by Lynette Lane for Shirley Lane for a change in zoning classification from R-1A to R-1A(M) at Lots 63 & 74 of a Subdivision of Lot 10 Prospect Plantation, 226 Clement Street, New Sarpy. Council District 6.

An Act of Correction, resolving the issue of the legal description to correct it to state Lots 63 & 64, shall be executed, signed and filed in the Clerk of Courts office. Once this is done, the Planning & Zoning Department will forward the request for rezoning with a positive recommendation from the Planning Commission to the St. Charles Parish Council.

Sincerely,

Michael J. Albert, AICP  
Director

MJA/ww

MAP SHOWING  
 SUBDIVISION OF PART OF LOT 10  
 INTO 103 BUILDING SITES  
 Scale 1" = 100'

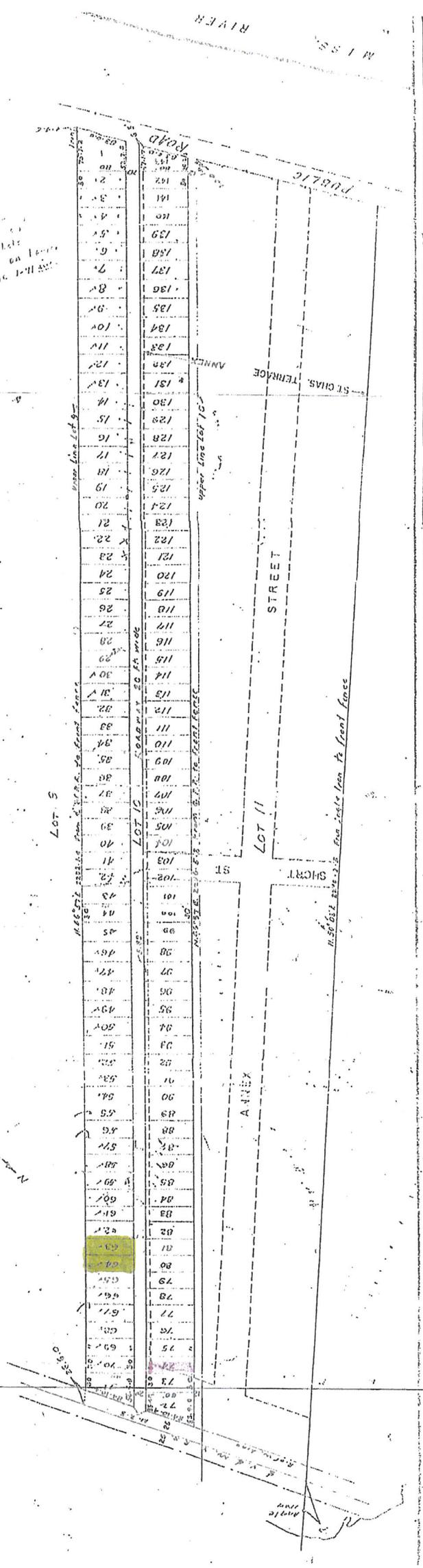
Traced from the original by Frank T. Payne, C.E. and Surveyor, dated  
 Mar. 8th 1920. The dotted lines show the cut lines of ST. CHARLES  
 TERRACE ANNEX as authorized by the undersigned Pl. 19-23-1950  
 and dated this date.

Frank T. Payne  
 C.E. & Surveyor

New Orleans, La.  
 Mar. 10, 1950

*[Signature]*  
 A. P. Landry  
 - 4-1-1950

ALL LOTS  
 TO BE  
 100' WIDE



DONATION INTER VIVOS	*	UNITED STATES OF AMERICA
	*	
BY: SHIRLEY LANE	*	STATE OF LOUISIANA
	*	
TO: LYNETTE LANE	*	PARISH OF ST. CHARLES
	*	
	*	

\*\*\*\*\*

BE IT KNOWN, that on this 21<sup>st</sup> day of AUGUST, 2020, and of the Independence of the United States of America the two hundred forty-fifth (245th).

BEFORE ME, Leon C. Vial, III, a Notary Public duly qualified and commissioned in and for the Parish of St. Charles, State of Louisiana therein residing, and in the presence of the undersigned witnesses:

PERSONALLY CAME AND APPEARED:

SHIRLEY LANE, of legal age and a resident of St. Charles Parish, State of Louisiana, who declared that she has never been married and that her present mailing address is 242 Riverview Drive, St. Rose, LA,

who further declared that in consideration of the love and affection she has for the donee and the sum of \$10.00 and other valuable consideration, she does by these presents make a manual gift and donation of inter vivos unto:

LYNETTE LANE, of legal age and a resident of Marshall County, State of West Virginia, who declared that she has been married but once and then to Royal Sumler from whom she divorced on October 3, 2019, and that she is presently living in St. Rose, Louisiana,

ALL OF HER RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING:

TWO (2) CERTAIN LOTS OF GROUND, situated in the Parish of St Charles, State of Louisiana, being lots Nos. SIXTY-THREE (63) and SIXTY-FOUR (64) of Subdivision of part of Lot No. 10 of lower portion of prospect Plantation in Sections 8 and 41, T, 12 S.R. 8E, and per plan of subdivision made by Frank T. Payne, C.E., dated Gretna Louisiana, March 8<sup>th</sup>, 1920, a blue print whereof is annexed to an act passed before Notary Public on September 20<sup>th</sup>, 1920, and deposited in the Office of the Clerk of Court and Recorder for the Parish of St. Charles, State of Louisiana, and according thereto and lots measure each THIRTY (30) FEET front on Roadway, TWENTY (20) FEET wide, by EIGHTY (80) FEET in depth, between parallel lines.

Being the same property acquired by Shirley Lane by purchase from Joseph Lane by act dated May 26<sup>th</sup>, 2011 before Mark A. Marino, Notary Public, and recorded in COB 757, folio 652 in the records of the Clerk of Court, Parish of St. Charles.

TO HAVE AND TO HOLD the above described property unto the said Donee, her heirs, successors and assigns forever.

Donor, Shirley Lane, delivers said property with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which she has or may have against all preceding owners and vendors. The mortgage and conveyance certificates otherwise required by law are hereby waived and dispensed with by the parties hereto and they hereby exonerate me, Notary, from all blame in the premises for their non-production. The taxes due and exigible in 2019 have been paid per representation of Donor. The parties

hereto further acknowledge that no title research has been requested and that no title opinion will be issued.

THUS DONE AND PASSED in my office on the date first above written in the presence of Travis Wendell Lane and Lynette Grove competent witnesses, who hereunder sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Travis Wendell Lane  
Lynette Grove

Shirley Lane  
Shirley Lane, Donor  
Lynette Lane  
Lynette Lane, Donee

Leon C. Vial III  
LEON C. VIAL III - NOTARY PUBLIC  
NOTARY ID #58925

St. Charles Parish Recording Page

Lance Marino  
Clerk of Court  
St. Charles Parish Courthouse  
PO Box 424  
Hahnville, LA 70057  
(985) 783-6832

Received From :  
VIAL LEON C, III  
P.O. BOX 321  
HAHNVILLE, LA 70057

First VENDOR

LANE, SHIRLEY

First VENDEE

LANE, LYNETTE SUMLER

Index Type : CONVEYANCE  
Type of Document : DONATION  
Recording Pages : 3

Entry Number : 452180  
Book : 896 Page : 271

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana.

*Lance Marino*  
Clerk of Court  
*Brianne Hall*



On (Recorded Date) : 09/21/2020  
At (Recorded Time) : 11:37:52AM



Doc ID - 007735120003

Return To : VIAL LEON C, III  
P.O. BOX 321  
HAHNVILLE, LA 70057

Do not Detach this Recording Page from Original Document.



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

Permit/Case #:	_____
Receipt #:	_____
Application Date:	_____
Zoning District:	_____
FLUM Designation:	_____
Date Posted:	_____

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

Fee: \$40 - \$200

Applicant: Lynette Lane

Home address: 5 Jasmine LN St Rose La 70087

Mailing address (if different): same

Phone #: 504-258-8605 (cell) Email: Nettie.lane@gmail.com

Property owner: Shelby Lane

Municipal address of property: 226 clement New Sarpy 504.287.4922

Lot, block, subdivision: \_\_\_\_\_

Change of zoning district from: R1A to: R1AM

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

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

Describe how you plan to use the property if the rezoning is granted: I will place a mobile home on the property to be occupied by a disable relative.

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

The property in the rear of my property wooded an unoccupied, the lot on my South side was vacated a couple of years ago by a mobile home on Pillars. No activities occur on these properties. My proposed mobile home will fit in with the others recently place in my subdivision

Is there something about the property or the surrounding neighborhood that make the rezoning necessary? It is necessary I get this property re-zoned because it is owned and does not have a mortgage. The neighborhood with currently has mobile home was once zone for mobile home and since has had several properties rezoned to accept mobile homes in recent years.

How does your proposed use of the property comply with the Future Land Use designation for the property? I plan to place an up to date structure on the property which will meet compliance as I complement the aesthetics of the area, as I provide a place to live for a ready relative.

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

I will place an up to date structure on the property for human habitation that meet compliance

**2020-0283**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance approving and authorizing the execution of a contract with LA Contracting Enterprise, LLC, for the Access Road and Parking Lot for Ed Reed Park (Project No. P171201) in the amount of \$221,785.00.

**WHEREAS,** St. Charles Parish is collaborating with the Ed Reed Foundation to construct a park in St. Rose; and,

**WHEREAS,** as part of the Agreement with the Ed Reed Foundation, St. Charles Parish is responsible to construct the access road and parking lot for the park; and,

**WHEREAS,** sealed bids were received by St. Charles Parish on September 22, 2020, for the access road and parking lot for Ed Reed Park (Project No. P171201) and are shown on the attached bid tabulation; and,

**WHEREAS,** Donald T. Edwards, P.E., Senior Parish Engineer, has reviewed the bids and recommends that the contract be awarded to the lowest responsive bidder, LA Contracting Enterprise, LLC, in the amount of \$221,785.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of LA Contracting Enterprise, LLC for the construction of the Access Road and Parking Lot for Ed Reed Park (Project No. P171201) is hereby approved and accepted in the amount of \$221,785.00.

**SECTION II.** That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.

**SECTION III.** A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_

**SECTION 00500****CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by LA Contracting Enterprise, LLC, hereinafter called the "Contractor", whose business address is 1645 St. Patrick Street, Thibodaux, LA 70301, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

**ARTICLE 1****STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: EJES, Inc. and St. Charles Parish.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 3, 2020, Addenda Number 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Construction of a new access road and parking lot for Ed Reed Park.

**ARTICLE 2****ENGINEER**

- 2.01 The Project has been designed by EJES, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3

#### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date stated in the Notice to Proceed.

### ARTICLE 4

#### LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Two Hundred Fifty dollars \$250.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### ARTICLE 5

#### CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of the sum of (\$221,785.00) Two Hundred Twenty-One Thousand, Seven Hundred Eighty-Five Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

## ARTICLE 8

### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)
  - c) Payment Bond (Section 00610)
  - d) Insurance Certificates
  - e) Advertisement for Bids (Section 00010)
  - f) Louisiana Uniform Public Works Bid Form (Section 00300)
  - g) Addenda Number 1
  - h) Contract documents bearing the general title "Access Road and Parking Lot for Ed Reed Park" dated August 3, 2020
  - i) Drawings, consisting of a cover sheet dated March 13, 2018, and the sheets listed on the cover sheet
  - j) General Conditions (Section 00700)
  - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

## ARTICLE 9

### MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
  
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
  
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

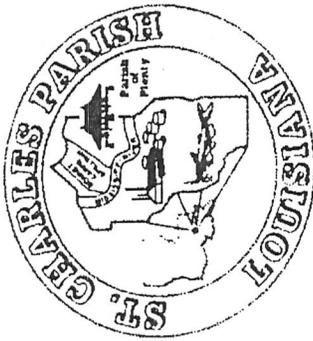
By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION



PROJECT TITLE: Access Road and Parking Lot for Reed Park

PROJECT NO: P171201

DATE & TIME: Tuesday, September 22nd - 10 AM

ENGINEER'S ESTIMATE: \$250,000 to \$350,000

BIDDER	ADDRESS	Required at Time of Bid Opening						Required within 10 days from Apparent Low Bidder				BASE BID	TOTAL	Notes	
		LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM(S)	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E. VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480					
AGC Shreveport															
Barriere Construction Co., LLC															
BLD Services, LLC															
Byron E. Talbot Contractor, LLC		12198	✓	✓	✓	✓	✓	✓				299,995.00			
Command Construction, LLC															
J. Star Enterprises, Inc.		42727	✓	✓	✓	✓	✓	✓				262,847.00			
LA Contracting Enterprise, LLC		34263	✓	✓	✓	✓	✓	✓				221,785.00			
Magee Excavation & Development, LLC		54896	✓	✓	✓	✓	✓	✓				914,000.00			
R.J. Daigle and Sons Contractors, Inc.															
TBT Contracting, Inc.															
Thigpen Construction Co. Inc.															

\* \* \*

\* Central Auction House

**2020-0289**

**INTRODUCED BY: LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **River Oaks Drive in Destrehan to fifteen (15) miles per hour.**

**WHEREAS,** paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,

**WHEREAS,** that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,

**WHEREAS,** the Parish Council desires to provide an exception to lower the speed limit on River Oaks Drive in Destrehan to fifteen (15) miles per hour.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Chapter 15 Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) of the Traffic Code is hereby amended as follows, with new text underlined and deleted text in ~~strikethrough~~:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges,

**EXCEPT:**

(89) River Oaks Drive in Destrehan, speed limit shall be fifteen (15) miles per hour.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to become effective five (5) days after publication in the Official Journal.

2020-0289 Speed Limit - River Oaks Drive, Destrehan.docx

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

**2020-0290**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU Ag Center for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2025.

**WHEREAS,** via a partnership of the United States Department of Agriculture, the Louisiana State University Ag Center and St. Charles Parish, the local Cooperative Extension Service delivers services and programs to the residents of our Parish; and,

**WHEREAS,** on February 15, 2016, the St. Charles Parish Council adopted Ordinance No. 16-2-10 approving a Cooperative Agreement with the LSU Ag Center for continued support of the St. Charles Parish Cooperative Extension Service; and,

**WHEREAS,** said Agreement is in effect until November 1, 2020; and,

**WHEREAS,** it is the desire of the LSU Ag Center and the St. Charles Parish to continue this partnership through a Cooperative Agreement for the period November 1, 2020 to November 1, 2025.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the LSU Ag Center and the St. Charles Parish Cooperative Agreement to support and Administer Louisiana Cooperative Units Off Campus is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Cooperative Agreement on behalf the Parish of St. Charles.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_



**St. Charles Parish Cooperative Extension Service**

P. O. Box 1766, 1313 Paul Maillard Road, Suite E . Luling, LA 70070 . Office: 985-785-4473 . Fax: 985-785-4475  
www.LSUAgCenter.com

*The LSU AgCenter provides equal opportunity in programs and employment.*

**LSU AgCenter  
And  
St. Charles Parish**

**Cooperative Agreement to Support and Administer  
Louisiana Cooperative Units Off Campus**

**Background:**

The process of developing a well educated citizenry involves use of formal and informal approaches by dedicated professionals. Congress in 1914 signified the national interest in assuring that informal educational opportunities needed to emanate from the knowledge generating process of the Land Grant College system by passing the Smith-Lever Act. This Act created the Cooperative Extension Service system that links Land Grant campus faculty to those seeking information in off campus locales. This is achieved via a partnership of the United States Department of Agriculture, the Louisiana State University AgCenter and local government. Police Juries, Parish Commissions and School Boards are the critical third partner for effectively identifying, developing and delivering Cooperative Extension programs. Educational needs and delivery mechanisms clearly have dynamic aspects that challenge the federal, state and local partners to work effectively in order to meet community needs. This Cooperative Agreement between the LSU AgCenter and local government acknowledges the value to clientele of all partners having a uniform understanding for programming support.

**Partnership Philosophy:**

- The long standing presence of Louisiana Cooperative Extension Service (LCES) faculty in the parish has established invaluable ties to the local clientele, government, and industry.
- That educational programming is most valued when developed in concert with local and area needs as expressed through the advisory committee process.

- That LSU AgCenter faculty on campus and at research stations/regional centers are an essential supplement to the technical capabilities of local LCES faculty.
- LCES faculty have, at a minimum, a baccalaureate degree, and must complete graduate level coursework with the intention that they will work toward a master's degree. LCES also provides additional technical training opportunities in order to offer local clientele enhanced information and educational programs.
- LCES faculty in parish offices may develop and deliver specialized programming of importance to surrounding parishes.
- Federal, state and local financial support is necessary to meet the needs of the community as identified by advisory committees.

**The LSU AgCenter agrees:**

1. The LSU AgCenter working in the LCES format will deliver needs based, focused programs in four general categories: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Economic Development.
2. That competent faculty and support personnel will be recruited and placed in parish offices on LSU AgCenter appointments by following LSU AgCenter Human Resources Office procedures.
3. Faculty are to be afforded training and professional improvement opportunities to assure the parish has the best technical resources available.
4. Faculty and unclassified staff in parish offices will be supervised and evaluated by the appropriate unit leader pursuant to the LSU AgCenter's employee policies and procedures.
5. To provide parish governmental units with oral and written reports from the parish AgCenter faculty on a mutually agreed to schedule but at least annually.
6. To consult with parish government units as to the program to be offered in the parish.
7. Faculty in the parish will adhere to the Policy Statements and Presidential Memoranda issued by the LSU President's Office and AgCenter campus.
8. To evaluate the need for specialized office and program delivery equipment above that provided by the parish.

- 9. To establish mutually beneficial billing procedures for collection of financial support for faculty and staff from parish government units.

**The Parish Governmental Unit Agrees:**

- 1. To provide suitable office space, furnishings and support facilities to LCES faculty.
- 2. To provide operating services support such as utilities, communication and technology charges, custodial services and office supplies.
- 3. To provide financial support of \$49,012.00 for research based educational programing for the parish including but not limited to: 1) Agriculture and Natural Resources, 2) 4-H Youth Development, 3) Family and Consumer Sciences, and 4) Community Economic Development.

Local sources combined generally provide a minimum of 20% of the parish’s programmatic cost.

- 4. That with reference to faculty vacancies due to resignation, retirement or new positions the LSU AgCenter’s Office of Human Resource Management policies will be followed in the search for candidates. The LCES parish chair will assure that parish government officials are well informed during the process.

**Implementation:**

This Cooperative Agreement between the Louisiana Cooperative Extension Service and St. Charles Parish is entered into in order to assure continued informal educational programming from the LSU AgCenter. It shall be in effect for five (5) years for the period November 1, 2020 to November 1, 2025.

**Approved:**

\_\_\_\_\_  
Parish President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Chiquita Briley, Southeast Regional Director  
LSU AgCenter  
Louisiana Cooperative Extension Service

\_\_\_\_\_  
Date

**2020-0244**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.D to rezoning requests to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.

**WHEREAS,** St. Charles Parish established zoning districts with certain boundaries “for the purpose of promoting the public health, safety, morals, and general welfare” which are depicted on the “Official Zoning Map of St. Charles Parish, Louisiana”; and,

**WHEREAS,** Zoning encourages neighborhoods to develop in an orderly way by grouping compatible uses and separating incompatible uses; and,

**WHEREAS,** Section XV.D establishes the procedure to amend the map or “rezone” property and identifies three *Rezoning guidelines and criteria* by which a request to rezone should be evaluated; and,

**WHEREAS,** the St. Charles Parish Council wishes to preserve the integrity of the “Official Zoning Map of St. Charles Parish, Louisiana,” by requiring a rezone request to meet two or more of the *Rezoning guidelines and criteria* in order to receive a recommendation for approval from Planning Staff.

**NOW, THEREFORE, THE ST. CHARLES PARISH COUNCIL ORDAINS:**

That the St. Charles Parish Code of Ordinances, Appendix A.XV.D. is amended as follows, with additional text in underline and deleted text in ~~striketrough~~:

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

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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**

2020-8-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning for an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 Section XV to require rezoning requests meet a minimum of two rezoning guidelines and criteria for an approval recommendation from the Department of Planning and Zoning.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

2020-8-ORD Matthew Jewell, Parish President/Dept. of Planning and Zoning for an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 Section XV to require rezoning requests meet a minimum of two rezoning guidelines and criteria for an approval recommendation from the Department of Planning and Zoning.

Ms. Stein: Thank you Mr. Chair. Currently the zoning ordinance requires staff to answer 3 questions in order to determine if we're going to make a recommendation for approval or not make a recommendation for approval when somebody requests a rezoning. And those questions are:

1. Would the rezoning further the parishes long term goal, our vision in the comprehensive plan, does it line up with the comprehensive plan?
2. Would changing the zoning of a property the way an applicant has asked you to do it sticks a terrible, terrible problem that exists on the zoning map and the terrible problem that would be on the zoning map is that the zoning of that particular property is so incorrect that the person can't use their land and we would want to fix that for them.
3. Is the zoning that the person is asking for in line with the surrounding neighborhood and will it not make terrible, terrible problems with infrastructure. The uses that are permitted under the zoning that they are requesting, is it an ok idea to change the zoning or will those permitted uses that they are allowed to do the second the zoning is changed impact the neighbors dramatically and badly.

Right now when any rezone requests meets any one of those tests our guideline is to recommend approval but what we found is that when a rezone requests meets just one of those criteria we can compound a different problem with one of the other tests and we just say it's a great idea we recommend approval, rezone it. We might not be understanding some compounding problems of the other tests. So for example, if the zoning of somebody's property is single family residential and they are in the middle of a highway and they request a rezone to a different residential zone simply to use their property, they're requesting a different zone, you can say that the existing zoning on a highway for residential use is not a good idea but they shouldn't be asking for a different residential zoning district. That wouldn't further the parishes long term goals. So they've shown that the zoning is wrong but what they are requesting is not a good zoning district. When we require somebody to meet 2 of the 3 criteria, we're eliminating that problem. If the zoning of your property is wrong and you request a different zoning, it should be the zoning that is right. So you should meet test #2 and also test #3 at the same time and that goes for every rezoning, every test. When you meet 1 test you should always meet a second test so we would ask for your support so you can make better decisions, we can make better recommendations and the integrity of the zoning map continues.

Mr. Albert: This doesn't add any requirements about how you have to vote or how you have to look at it. This just makes sure that the staff reports are thoroughly vetting anything that comes to you. It doesn't change how the Council does their stuff, it just makes sure that our reports are given a strict adherence to the maps and to the requirements.

Commissioner Petit: Apologies, I'm full of questions tonight. So this also doesn't change anything that comes to us.

Mr. Albert: No.

Commissioner Petit: So even if they don't meet any of the criteria it still comes to the Commission?

Mr. Albert: Correct.

Commissioner Petit: Second question and last one I think, have you looked back to see how many recommendations were changed because it's kind of difficult understanding what this would impact so I would be curious if we could look over this last year or last 2 years, how many of the recommendations you've made to us would actually change due to this change.

Mr. Albert: Chris did you run the numbers?

---

Mr. Welker: We took a look at them going back to 2016 and there would be a substantial decrease in the amount of approval recommendations we would get. A lot of them, the majority just meets 1 criteria, often the 3<sup>rd</sup> criteria. So which one they meet varies quite a bit. With that being the case when we have a meeting it ties us up when we're having to make a recommendation but to answer your question it would be a decent decrease in the amount of approvals for recommendations.

Mr. Albert: Wasn't it a 30-40% reduction?

Ms. Stein: It was 37%

Mr. Albert: Reduction

Ms. Stein: Would change from approval recommendation to not approval.

Mr. Albert: but those should be based upon the land use map and the subsequent criteria. I mean that's really what the adopted land use plan puts forth.

Commissioner Frangella: I guess I have a question now, if it requires a waiver or an exception or whatever would that be more of a denial or would that be approval with?

Mr. Albert: Rezoning cannot be conditioned or waived or varied in any way.

Commissioner Frangella: I'm talking about sometimes the width of the property

Ms. Stein: For example tonight you had a request to rezone a lot that didn't meet the R-3 minimum standards and in our analysis we determined that that was an indication and that changing the zoning on that particular property would probably result in congestion of the streets, which is what the neighbors came out and said. We found that it certainly failed the third test because it would have been a non-conforming lot 10,000 sq. ft. would have been the minimum requirement.

Commissioner Frangella: Ok. Alright any other questions? Call for the vote. Instead open public hearing for 2020-8-ORD, anyone here to speak for or against? Seeing none we'll close the public hearing for 2020-8-ORD. Any final comments or questions? Let's call for the vote.

YEAS: Ross, Petit, Keen, Dunn, Frangella, Galliano

NAYS: None

ABSENT: Granier

Commissioner Frangella: That passes unanimously.

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

### **Land Use Report**

**Case Number: 2020-08-ORD**

**Introduced by Matthew Jewell, Parish President/Dept of Planning & Zoning**

To require zoning petitions to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.

### **Background**

St. Charles Parish has established zoning districts to encourage orderly development by grouping compatible uses and separating incompatible uses. These zoning districts are depicted on the "Official Zoning Map of St. Charles Parish, Louisiana".

Section XV.D of the St. Charles Parish Zoning Ordinance of 1981 establishes a procedure for property owners who want to change the zoning of their property. In this procedure are three guidelines which Planning and Zoning Department staff use to evaluate individual rezoning petitions and issue a recommendation.

Currently, a rezoning petition only needs to demonstrate that one of the three guidelines are met in order for staff to issue an approval recommendation. This ordinance would require a rezoning petition meet two of those three guidelines.

### **Potential outcomes**

If this ordinance is approved, The Official Zoning Map of St. Charles Parish will be more likely to keep appropriate zoning districts and see fewer spot zones and fewer rezones that result in burden to infrastructure and negative impacts to surrounding neighborhoods.

### **Recommendation**

Approval

**2020-0266**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's Office in St. Charles Parish.

**WHEREAS**, the St. Charles Parish County Agent's Office is currently located at 1313 Paul Maillard Road, Suite D & E in Luling; and,

**WHEREAS**, the current lease expires on September 30, 2020 and it is the desire of the Parish Council to approve the renewal of said lease.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the lease between Raven Land, LLC and St. Charles Parish for office space to house the County Agent is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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: \_\_\_\_\_

## COMMERCIAL LEASE

PARTIES: This lease, dated \_\_\_\_\_ by and between RAVEN LAND LLC (hereafter "LESSOR"), AND ST. CHARLES PARISH (hereafter "LESSEE")

WITNESSETH:

1313 PAUL MALLARD ROAD. SUITES "D & E" of the

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises. 1313 PAUL MAILLARD ROAD, SUITES "D & E" of the WINNWOOD SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

1. **TERMS:** The term of this lease is 36 months commencing October 1, 2020 and expiring September 30, 2023. The effective date of this lease will be October 1, 2020.
2. **EARLY OCCUPANCY:** The parties agree that LESSEE is to occupy the premises on N/A, which is the commencement date of this lease, for the purposes of conducting installations and alterations to the leased premises. Rent does not commence until the effective date.
3. **DELAYED POSSESSION:** In the event the LEASED PREMISES are not ready for by the commencement date, due to causes beyond LESSORS control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided however, if the delay in occupancy exceeds 60 days, LESSEE, at his option, may cancel this lease.
4. **RENTAL:** LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows, TWENTY-THREE HUNDRED Dollars (\$2300.00), which include property taxes and insurance. Monthly rental payments shall be due and payable on or before the first day of each calendar month beginning on the "effective date" during the demised term provided. If the "effective date" should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term.  
  
All rentals due under this lease are payable to the order of RAVEN LAND LLC and delivered to LESSOR at P.O. BOX 47 LULING LA 70070 or as LESSOR or his succession representative may hereafter from time-to-time designate in writing.
5. **SECURITY DEPOSIT:** On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of LESSOR's damage in case of default by LESSEE or breach by LESSEE or LESSEE'S covenants under this lease. Such security deposit will be held by LESSOR without interest and LESSEE hereby pledges such

deposit to LESSOR and grants LESSOR a continuing, unconditional security interest in such deposit to secure the full payment by LESSEE of all sums due under this lease and the full performance by LESSEE of all of its obligations hereunder. LESSOR may, from time-to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability caused to LESSOR by the event of default or breach covenant, any remaining balance of the security deposit to be returned by LESSOR to LESSEE upon termination of this lease.

6. **PURPOSE & USE:** LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as PARISH'S OFFICE but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks or any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation thereof) all laws or ordinances relative to LESSEE'S use of the LEASED PREMISES.
  
7. **COMPLIANCE WITH LAWS & REGULATIONS:** LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense. Without LESSOR'S prior written consent, LESSEE shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or considered to be a HAZARDOUS MATERIAL (see Hazardous Material below). LESSEE will not permit the LEASED PREMISES to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.
  
8. **HAZARDOUS MATERIALS:** As used in this lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitations petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any "hazardous material" to be generated, produced, brought upon, used, stored, treated or disposed of in or about the LEASED PREMISES by LESSEE, its agents, employees, contractors, sub-lessees or invites without the prior written consent of LESSOR. LESSOR shall be entitled to take into account such other factors or facts LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to "hazardous materials". In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the property.

9. **ACCEPTANCE OF PREMISES - CONDITION & SUITABILITY:** LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.
10. **WARRANTY OF OPERABILITY:** LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease. LESSEE has ten (10) days upon taking occupancy to inspect the LEASED PREMISES for any deficiencies in said systems, during which period LESSEE is to notify LESSOR, or its agent, of any needed repairs and LESSOR shall perform promptly (or as practical) at LESSOR'S expense. LESSEE'S failure to notify LESSOR as described above will be construed as LESSEE'S acceptance of the LEASED PREMISES.
11. **ALTERATIONS:** All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lease not then be in default and provided the premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event LESSEE fails to remove any such fixture, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes that no lien, privilege or claim of any kind shall rest against the LEASED PREMISES from any repairs, alterations, additions or improvements or from the construction of any building or buildings and agrees to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefore, the bond of a responsible Surety Company, qualified to do business in the State of Louisiana, and reasonably accepted to LESSOR, conditioned to hold LESSOR and the LEASED PREMISES harmless against any such lien, privilege or claim; said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges.
12. **LESSEE'S SIGNS & SIGN REMOVAL:** Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR'S prior written approval. Such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the LEASED PREMISES and restore the place it occupied to the condition in which it existed as of the date of lease. Upon LESSEE's failure to do so, LESSOR may do so at LESSEE'S expense.

13. **PARKING:** LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.
14. **UTILITIES:** All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.
15. **MAINTENANCE AND REPAIR BY LESSEE:** LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing and also including any loading docks.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct damages and/or clean the LEASED PREMISES within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or cleanup at LESSEE'S expense.

LESSEE agrees not to store merchandise or leave trash outside the LEASED PREMISES. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may, after notice to LESSEE, remedy such default at LESSEE'S expense and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSOR shall be initially responsible for the good operation of the air conditioning and heating (HVAC) system upon commencement of this lease. Once the HVAC system is determined to be in good working order, LESSEE shall be responsible to maintain said system at its cost and expense.

16. **MAINTENANCE AND REPAIR BY LESSOR:** LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES. All other parts of and equipment serving the LEASED PREMISES shall be LESSEE'S responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have had a reasonable period of time to make such repair and shall not be liable to make any repair to the roof, foundations or outside walls occasioned by LESSEE'S acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the LEASED PREMISES causing leaks, stoppage of water, sewer or drains or any other defects about the building and LEASED PREMISES, unless such damage or loss is caused by defects in the roof, foundations or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors or manufacturers' warranties are applicable to parts of the LEASED PREMISES other than the

roof, foundations or outside walls, and the LESSEE has advised the LESSOR in writing of the need of enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEE'S benefit at LESSEE'S expense or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.

17. **COMMON AREA:** LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are adequately served by the new access, to restrict parking by LESSEES, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.

18. **INSURANCE AND INDEMNITY:**

**(A) LIABILITY AND PROPERTY DAMAGE:** LESSEE shall at all times during the full term of the this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than \$1,000,000.00 with respect to bodily injury or death to any one person, \$1,000,000.00 with respect to any one accident, and for property damage not less than

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore prescribed and shall name LESSOR as additional insured, said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof.

**(B) PLACEMENT OF INSURANCE:** All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph A hereof may remain in the possession of LESSEE, provided, however, that LESSEE furnish satisfactory evidence to LESSOR or the LESSOR'S mortgagee that such policy or policies fulfill the requirements of this subparagraph.

**(C) VOIDING INSURANCE:** LESSEE will not permit the herein LEASED PREMISES to be used for any purpose which would render the insurance thereon void.

**(D) INDEMNITY:** LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury or damages to persons or property during the term of this lease while on or arising

out of the use, occupation, management or control of the LEASED PREMISES, adjacent property, streets and sidewalks or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury results from the negligence of LESSEE or its sub-lessee or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that maybe brought against LESSOR, or any of them, or in which LESSOR, or any of them maybe impleaded with others, upon any such above mentioned claim or claims and shall and will satisfy, pay and discharge any and all judgments that maybe recovered against LESSOR or any of them in any such action or actions in which LESSOR or any of them maybe a party defendant.

19. **ACTS OF LESSEE AFFECTING INSURANCE:** LESSEE shall not do or cause or suffer anything to be or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time-to-time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the LEASED PREMISES. LESSOR shall have the right to terminate this lease upon giving LESSEE not less than (10) days prior notice and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 32 hereof. LESSEE shall notify LESSOR at anytime the LEASED PREMISES will become unoccupied so that LESSOR may obtain necessary vacancy permits from LESSOR'S insurers.

20. **TAXES:**

- (A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, LESSOR shall pay the items contested to the extent that they are held valid, together with all items, court costs, interest and penalties relating thereto, all of which shall be considered taxes.
- (B) The maximum amount of taxes levied or assessed against the premises during any one real estate tax year to be paid by the LESSOR shall be PARISH AND STATE TAXES. If in any real estate tax year during the term hereof or any renewal or extension, the taxes levied or assessed against the premises for such tax year shall exceed the sum as calculated in the preceding sentence, LESSEE shall pay to LESSOR upon demand such excess as additional rental. The failure to pay such excess or proportionate share thereof, as the case may be, upon demand shall be treated hereunder in the same manner as a default in the payment of

- rent hereunder when due. Any payment to be made pursuant to this subparagraph B with respect to the real estate tax year in which this lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this lease bears to a full tax year.
- (C) If at any time during the term of this lease the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on LESSOR a capital levy or other tax directly on the rents received there from and/or a franchise tax, assessment, levy or charge measured by or based, in whole or part, upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based shall be deemed to be included within the term "taxes" for the purposes hereof.
21. **DAMAGE AND DESTRUCTION:** In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable. However, if the damage is such that repairs can be completed within 120 days, LESSOR agrees to make such repairs promptly and to allow LESSEE an abatement in rent for such time as the LEASED PREMISES remains untenable. If the loss occurs in the last 18 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 30 days of the loss. In the event of partial loss, the rent shall be abated by the proportion of the LEASED PREMISES rendered unfit for use.
22. **WAIVER OF SUBROGATION:** Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements of which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR or LESSEE that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies or the proceeds thereof, unless specifically covered therein as a joint assured.
23. **LESSOR RIGHT OF ENTRY:** LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.

24. **QUIET POSSESSION:** LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is not in default.
25. **CONDEMNATION:** If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking") , this lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking and if the taking includes a part of the building, then rent will not be reduced by the originally leased. If the taking does not include a part of the building, then rent will not be reduced by the taking so long as all parking spaces located on the LEASED PREMISES that are lost by the taking are replaced; then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities. In such condemnation proceedings, LESSEE may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease LESSEE would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but LESSEE shall be entitled to no additional award and LESSEE hereby waives all right to proceed for the loss of its leasehold interest, it being agreed that all damages recoverable by reason of the value of the LEASED PREMISES will belong and be payable to the LESSOR.
26. **SUBORDINATION - ESTOPPEL CERTIFICATES:** This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative and the mortgagee need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgagee will not disturb LESSEE'S possession of the LEASED PREMISES. In the event of the enforcement by any mortgagee of the remedies provided for by law or by such mortgage or ground lease, LESSEE will, upon request of any person or party succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confirming the attornment provided for herein. At either parties' request, the other party will execute an estoppels certificate or a three party agreement certifying that this lease is in effect, if, in fact, it is in effect and further certifying that, to the best knowledge of the party giving the certificate. There are no defaults hereunder other than those set out in such certificate.
27. **ASSIGNMENT OR SUBLETTING:** This lease may not be assigned, and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR. Even in the event of permitted assignment or subletting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall

by the act of subletting formally or informally assume all obligations of LESSEE, whether or not LESSOR knew of or approved or disapproved of such subletting.

28. **EXTENSION OF LEASE:** Provided LESSEE is not in default of any of the terms of this lease, LESSEE shall have the option to extend this lease for one (1) period which period shall be a three (3) year term with a monthly rental rate of \$2300.00. The terms of said extension will be negotiated six (6) months prior to the end this original lease period. To exercise this option, LESSEE must give LESSOR written notice of his intent to extend the lease six (6) months prior to the termination of this lease. If LESSEE notified LESSOR as specified above, LESSOR shall give LESSEE written notice of the changes in the terms and conditions of this lease for the option period. LESSEE shall have until the fourth month prior to the expiration of the lease term to exercise his option to extend this lease by accepting the terms and conditions set forth in LESSOR'S written notice.
29. **DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES. No demand or notice of such delivery shall be necessary, LESSEE expressly waiving all notices and legal delays. In addition, LESSOR may require LESSEE to remove all and any alterations, additions or improvements (whether or not made with LESSOR'S consent) prior to the expiration of the lease and to restore the property to its prior condition, all at LESSEE'S expense. All alterations, additions and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon the expiration or earlier termination of the lease. To the extent applicable, all obligations of LESSEE contained in this article shall survive the expiration or other termination of the terms of this lease.
30. **TERMINATION CLAUSE:** LESSEE shall have the right to terminate this agreement at any time by ninety days (90) written notice without liability, and that LESSEE shall upon notice from LESSOR, vacate the premises.
31. **LATE CHARGES:** LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include but, are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the LEASED PREMISES. Therefore, if LESSOR does not receive any rent payment within five (5) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of

the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.

**32 LEASE HOLDOVER:** Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.

**33 DEFAULT BY LESSEE:** Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSEE'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in reentering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract or to any lien to which LESSOR maybe entitled.

If LESSEE has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE, but never to exceed thirty (30) days. Should LESSOR terminate this lease as provided in this article, LESSOR may reenter said LEASED PREMISES and remove all persons or personal property without legal process and all claims for damages by reason of such re-entry are expressly waived.

**34 NON-WAIVER:** Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.

**35 ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

- 36 INTEREST ON PAST DUE OBLIGATIONS:** Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by LESSEE under this lease. The payment of interest on such amounts shall not excuse or cure any default by LESSEE under this lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.
- 37 DEFINITION OF TERM:** For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof but shall also include any extension of lease. References to date or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, but any extension of lease that has been exercised to otherwise instituted.
- 38 ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE:** It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.
- 39 CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
- 40 BENEFITS OF PARTIES:** All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).
- 41 GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.
- 42 LEASE RECORDATION:** All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation. The memorandum shall describe the parties, the LEASED PREMISES and the term of this lease and shall incorporate this lease by reference.
- 43 NOTICES:** Any notice, demand, request, document or other act of communication required or permitted to be given under this lease shall be in writing and maybe delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective

address as designated below or at such other address as either party may from time-to-time direct, by written notice in accordance herewith. Notice shall be sent to the following:

Raven Land LLC  
P.O. Box 47  
Luling, Louisiana, 70070

St. Charles Parish  
c/o Parish President  
P.O. Box 302  
Hahnville, Louisiana 70057

Copy To:  
Chief Administrative Officer  
P.O. Box 302  
Hahnville, Louisiana 70057

**44 PERSONAL GUARANTEE:** The LESSEE hereby acknowledges and agrees that the lease on the subject premises shall be executed personally by the LESSEE(S) and in the event there are multiple LESSEES, any and all individuals shall be jointly and severally responsible for the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the City of Luling, Parish of St. Charles, State of Louisiana, as to the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_  
RAVEN LAND, LLC      DATE

\_\_\_\_\_

\_\_\_\_\_

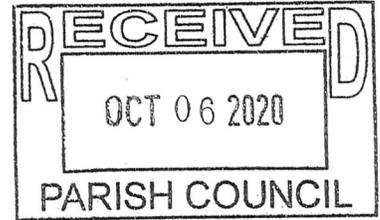
\_\_\_\_\_  
ST. CHARLES PARISH      DATE

\_\_\_\_\_

Mr Dick Gibbs

St. Charles Parish Council - District 3

October 5, 2020



Mr Gibbs,

Please accept this letter as my official resignation from the St. Charles Parish Planning & Zoning Board of Commissioners. Thank you for the opportunity to represent St. Charles Parish and the residents of District 3. It was an honor and a joy to serve.

Sincerely,

A handwritten signature in cursive script that reads "Trey Granier".

Trey Granier