



# St. Charles Parish

## Meeting Agenda

### Parish Council

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

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

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**Monday, May 8, 2023**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

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### CALL TO ORDER

### PRAYER / PLEDGE

*Pastor Zachary Adams*  
*Lord's House Community Church, Luling*

### APPROVAL OF MINUTES

*Regular Meeting – April 24, 2023*

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

- 1     [2023-0104](#)     In Recognition: SeLah Productions, Inc. 2023 Winter Program Participants

**Sponsors:**     Ms. Billings

**Attachments:**     [2023-0104 SeLah Productions 2023 Winter Participants](#)

### REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2023-0107](#)     Department of Planning & Zoning/CZM

[2023-0108](#)     Parish President Remarks/Report

**Sponsors:**     Mr. Jewell

### ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, May 22, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 2     [2023-0109](#)     An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

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

**Attachments:**     [2023-0109 MONTZ 340 CFS SERVITUDES 1-3-23](#)  
                               [2023-0109 Appraisal Report - Kristi Smith \(PS2\)](#)

## PLANNING AND ZONING PETITIONS

- 4     [2023-0102](#)     An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

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

**Attachments:**     [2023-0102 RECOMMENDATIONS AT A GLANCE](#)  
                               [2023-0102 Minutes](#)  
                               [2023-0102 Staff Report](#)  
                               [2023-0102 Survey](#)  
                               [2023-0102 AERIAL](#)  
                               [2023-0102 ZONING](#)  
                               [2023-0102 FLUM](#)  
                               [2023-0102 Application.pdf 1](#)

### **Legislative History**

3/7/23	Department of Planning & Zoning	Received/Assigned PH
4/13/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
4/13/23	Planning Commission	Recommended Approval to the Parish Council
4/24/23	Parish President	Introduced
4/24/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 18 [2023-0099](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

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

**Attachments:** [2023-0099 P190507 Testing - Professional Services Contract & Attachments](#)  
[2023-0099 Attachment C-1](#)  
[2023-0099 Resolution](#)

**Legislative History**

4/24/23	Parish President	Introduced
4/24/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 34 [2023-0100](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

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

**Attachments:** [2023-0100 P221101 Survey - Professional Services Contract & Attachments](#)  
[2023-0100 Crescent Corporate Resolution 4-5-23](#)

**Legislative History**

4/24/23	Parish President	Introduced
4/24/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 49 [2023-0101](#) An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

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

**Attachments:** [2023-0101 FBA1 -Exhibits A & B to Council](#)

**Legislative History**

4/24/23	Parish President	Introduced
4/24/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## RESOLUTIONS

- 52**    [2023-0105](#)    A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore.

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

**Attachments:**    [2023-0105 RECOMMENDATIONS AT A GLANCE](#)

[2023-0105 Minutes](#)

[2023-0105 Staff Report](#)

[2023-0105 Resubdivision Map](#)

[2023-0105 AERIAL](#)

[2023-0105 ZONING](#)

[2023-0105 FLUM](#)

[2023-0105 Waiver Request](#)

**Legislative History**

3/23/23	Department of Planning & Zoning	Received/Assigned PH
4/13/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
4/13/23	Planning Commission	Recommended Approval to the Parish Council

- 63**    [2023-0106](#)    A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent formal agreements necessary to implement the MOU, including but not limited to, execution of the Settlement Participation Forms of the National Settlement Agreements, releases, and other documentation approved by Counsel.

**Sponsors:**    Mr. Jewell and Department of Legal Services

## APPOINTMENTS

- 64**    [2023-0110](#)    Accept resignation of Ms. Katina Summers - St. Charles Parish Board of Adjustment as the District VI Representative

**Attachments:**    [2023-0110 Resignation email](#)

**Legislative History**

11/15/21	Parish Council	Enacted Legislation
	Ms. Katina Summers appointed to the St. Charles Parish Board of Adjustment as the District VI Representative on November 15, 2021, per Resolution No. 6597	
	Term: December 7, 2021 - December 7, 2025	
4/26/23	Board Member	Resigned

- 65 [2023-0111](#) A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VI Representative.

*Council Chairman will accept nomination to the St. Charles Parish Board of Adjustment from the District VI Councilmember to fill the vacancy caused by the resignation of the term of Ms. Katina Summers. Unexpired term to begin immediately and expire December 7, 2025.*

**Legislative History**

11/15/21	Parish Council	Enacted Legislation
	Ms. Katina Summers appointed to the St. Charles Parish Board of Adjustment as the District VI Representative on November 15, 2021, per Resolution No. 6597	
	Term: December 7, 2021 - December 7, 2025	

## MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

### MEETINGS

*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 5/10/23, 5PM, Council Chambers*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 5/15/23, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher*

*LIBRARY BOARD OF CONTROL: Tuesday, 5/16/23, 6PM, Council Chambers*

*BOARD OF ADJUSTMENT (ZBA): Thursday, 5/18/23, 6PM, Council Chambers*

*ST. CHARLES PARISH COUNCIL: Monday, 5/22/23, 6PM, Council Chambers*

### ANNOUNCEMENTS

**\*\*\*Announcement of Public Meeting\*\*\***

*Notice is hereby given that at its meeting to be held on Monday, June 5, 2023 at 6:00 p.m. at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, the St. Charles Parish Council plans to consider adopting a resolution ordering and calling an election to be held in the Parish of St. Charles to authorize the renewal of an ad valorem tax therein (ARC).*

### Accommodations for Disabled

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



# St. Charles Parish

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

## Legislation Details

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**File #:** 2023-0104    **Version:** 1    **Name:** In Recognition: SeLah Productions, Inc. 2023 Winter Program Participants

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

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: SeLah Productions, Inc. 2023 Winter Program Participants

**Sponsors:** Beth A. Billings

**Indexes:**

**Code sections:**

**Attachments:** [2023-0104 SeLah Productions 2023 Winter Participants](#)

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

May 8, 2023

## IN RECOGNITION

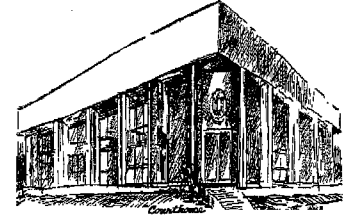
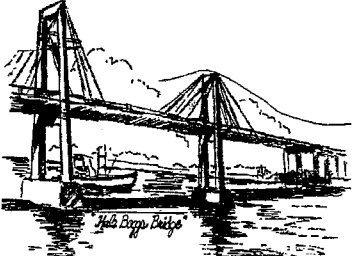
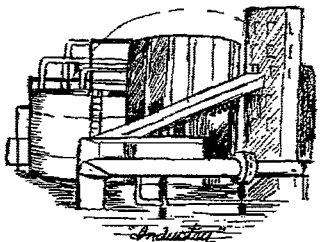
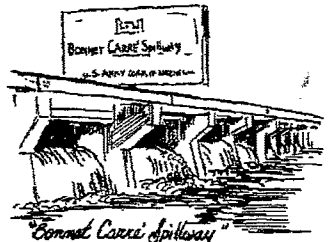
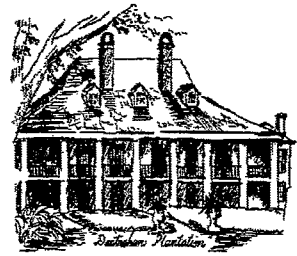
**WHEREAS**, SeLah Productions, Inc. (SPI), is a non-profit corporation whose mission is to "Aspire to Inspire" others through the powerful messages in their public productions, film, and television, by producing high artistic quality performances that will capture the attention of audiences across the globe; and,

**WHEREAS**, SPI educates children, youth, and adults about theater and the performing arts, resulting in enhanced knowledge that will lead many individuals to career paths in the entertainment industry; and,

**WHEREAS**, SPI's, JaVon Ophelia's Act, Mentorship & Learning for the Performing Arts Program or JOACT, provides career preparatory training for children and youth in the performing arts while transforming a community by addressing mental health issues, behavior issues, and poor self-esteem; and,

**WHEREAS**, JOACT was held at the Lafon Performing Arts Center, January 23<sup>rd</sup> – February 2<sup>nd</sup>, 2023, where participants engaged in drama and dance instruction with coaches and provided a showcase performance of "A Positive Me", written, directed, and produced by JaVon Ophelia Butler, MPA.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT**, do hereby recognize the nine participants of the 2023 Winter JOACT Program.



Sage McTee  
Carmen Smith  
Kai' Lye Brumfield

Morgan Garrett  
Juno Liakos  
Jayden A. Salinas

Jaya Liakos  
Sydney Malbroux  
Olivia Marlborough

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

*Matthew Jewell*

**MATTHEW JEWELL  
PARISH PRESIDENT**

*Beth A. Billings*

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

*Holly Fonseca*

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

*La Sandra Darenbourg Gordon*

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

*Mary K. Gulee*

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

*Dick Gibbs*

**DICK GIBBS  
COUNCILMAN, DISTRICT III**

*Nicky Dufrene*

**NICKY DUFRENE  
COUNCILMAN, DISTRICT IV**

*Marilyn B. Bellock*

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

*Bob Fisher*

**BOB FISHER  
COUNCILMAN, DISTRICT VI**

*Julia Fisher-Cormier*

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



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

## Legislation Details

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**File #:** 2023-0107    **Version:** 1    **Name:** Department of Planning & Zoning/CZM  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 5/8/2023    **In control:** Parish Council  
**On agenda:** 5/8/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Department of Planning & Zoning/CZM  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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## Legislation Details

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**File #:** 2023-0108    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 5/8/2023    **In control:** Parish Council  
**On agenda:** 5/8/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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15045 Highway 18  
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Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2023-0109    **Version:** 1    **Name:** Approve a purchase and/or expropriate a 1.501 acre servitude, as Parcel B-3, property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2023-0109 MONTZ 340 CFS SERVITUDES 1-3-23](#)  
[2023-0109 Appraisal Report - Kristi Smith \(PS2\)](#)

Date	Ver.	Action By	Action	Result
5/8/2023	1	Parish President	Introduced	

REFERENCE MAPS & BEARINGS:  
 RIGHT OF WAY MAP COULLEE CANAL ACCESS FOR MAINTENANCE PHASE II MONTZ, ST. CHARLES PARISH, LOUISIANA STA. 100+00.00 TO 223+69.69  
 PREPARED BY: STEPHEN FLYNN  
 DATED: 07/24/2017

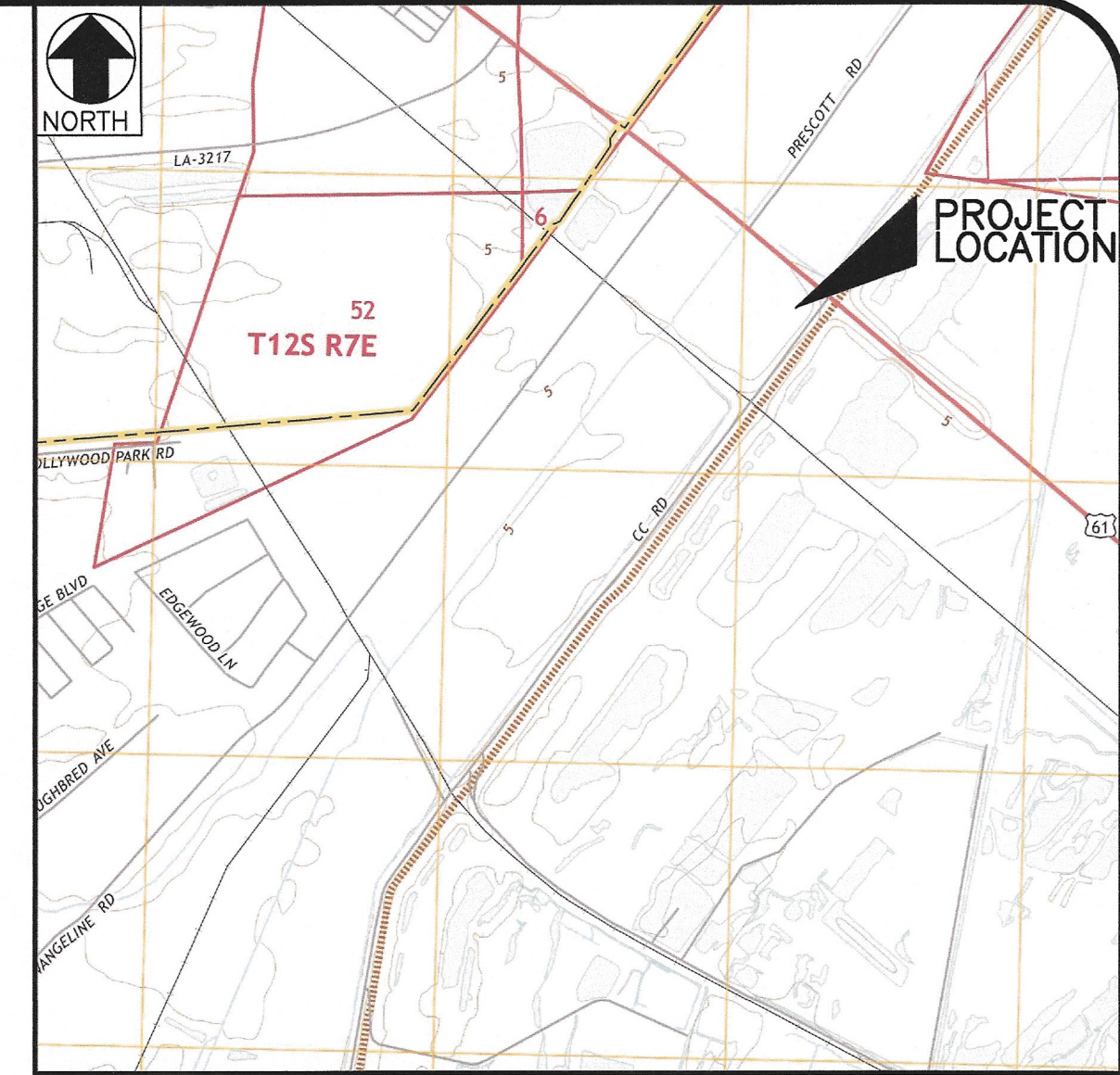
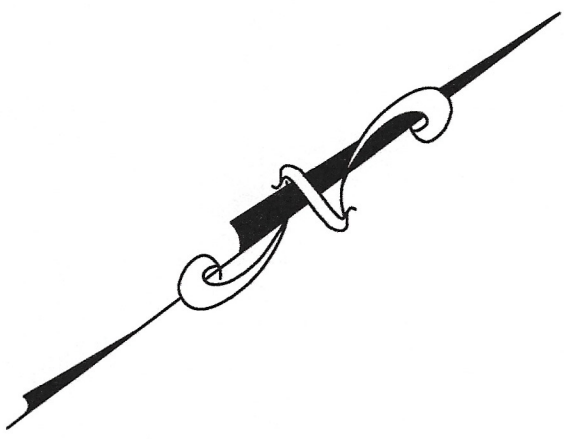
LOUISIANA & ARKANSAS RY. CO. BONNET CARRE SPILLWAY - MAP SHOWING ADDITIONAL RIGHT OF WAY REQUIRED ACROSS BONNET CARRE SPILLWAY, BY OFFICE OF CHIEF ENGR. MINDEN, LA. DATED APRIL 11, 1934.  
 COB II, FOLIO 300

SHELL PIPELINE COMPANY, LP  
 PROPOSED RIGHT OF WAY CROSSING KRISTI GERSTNER SMITH, A.K.A. KRISTI WOODS GERSTNER ST. CHARLES PARISH, LOUISIANA  
 PREPARED BY: CHAD J. ROBACHAUX  
 DATED: 09/13/2011

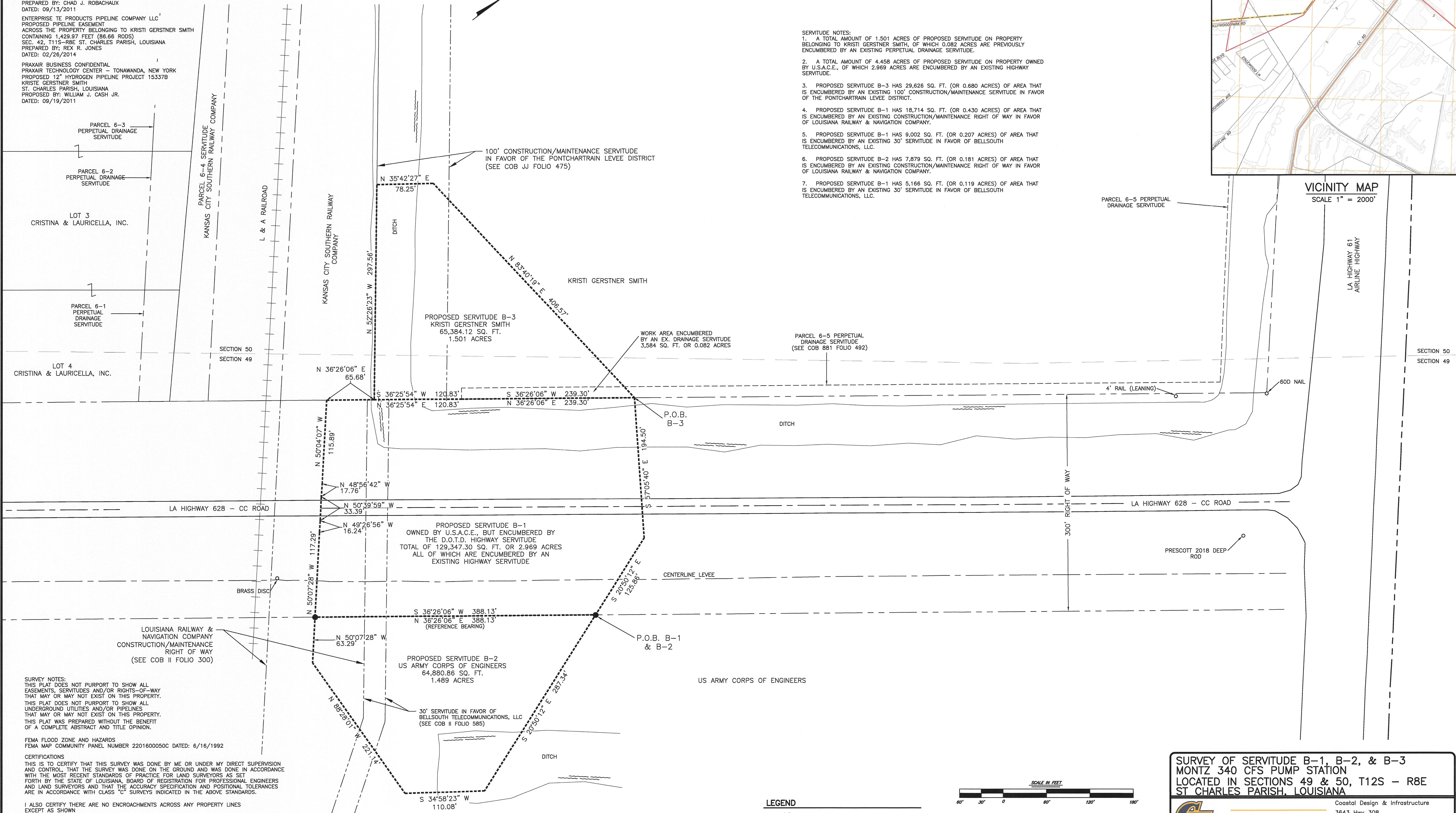
PROPERTY OF LEWIS D. PRESCOTT, VICINITY BONNET CARRE SPILLWAY.  
 COB JJ, FOLIO 475

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC  
 PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY BELONGING TO KRISTI GERSTNER SMITH CONTAINING 1,429.97 FEET (86.66 RODS)  
 SEC. 42, T11S-R8E ST. CHARLES PARISH, LOUISIANA  
 PREPARED BY: REX R. JONES  
 DATED: 02/26/2014

PRAXAIR BUSINESS CONFIDENTIAL  
 PRAXAIR TECHNOLOGY CENTER - TONAWANDA, NEW YORK  
 PROPOSED 12" HYDROGEN PIPELINE PROJECT 15337B  
 KRISTE GERSTNER SMITH  
 ST. CHARLES PARISH, LOUISIANA  
 PROPOSED BY: WILLIAM J. CASH JR.  
 DATED: 09/19/2011



VICINITY MAP  
 SCALE 1" = 2000'



SURVEY NOTES:  
 THIS PLAT DOES NOT PURPORT TO SHOW ALL EASEMENTS, SERVITUDES AND/OR RIGHTS-OF-WAY THAT MAY OR MAY NOT EXIST ON THIS PROPERTY.  
 THIS PLAT DOES NOT PURPORT TO SHOW ALL UNDERGROUND UTILITIES AND/OR PIPELINES THAT MAY OR MAY NOT EXIST ON THIS PROPERTY.  
 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A COMPLETE ABSTRACT AND TITLE OPINION.

FEMA FLOOD ZONE AND HAZARDS  
 FEMA MAP COMMUNITY PANEL NUMBER 2201600050C DATED: 6/16/1992

CERTIFICATIONS  
 THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT STANDARDS OF PRACTICE FOR LAND SURVEYORS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT THE ACCURACY SPECIFICATION AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "C" SURVEYS INDICATED IN THE ABOVE STANDARDS.

I ALSO CERTIFY THERE ARE NO ENCROACHMENTS ACROSS ANY PROPERTY LINES EXCEPT AS SHOWN



APPROVED: *Evan M. Chiasson*  
 Evan M. Chiasson Reg. No. 5139

- SERVITUDE NOTES:
1. A TOTAL AMOUNT OF 1.501 ACRES OF PROPOSED SERVITUDE ON PROPERTY BELONGING TO KRISTI GERSTNER SMITH, OF WHICH 0.082 ACRES ARE PREVIOUSLY ENCUMBERED BY AN EXISTING PERPETUAL DRAINAGE SERVITUDE.
  2. A TOTAL AMOUNT OF 4.458 ACRES OF PROPOSED SERVITUDE ON PROPERTY OWNED BY U.S.A.C.E., OF WHICH 2.969 ACRES ARE ENCUMBERED BY AN EXISTING HIGHWAY SERVITUDE.
  3. PROPOSED SERVITUDE B-3 HAS 29,626 SQ. FT. (OR 0.680 ACRES) OF AREA THAT IS ENCUMBERED BY AN EXISTING 100' CONSTRUCTION/MAINTENANCE SERVITUDE IN FAVOR OF THE PONTCHARTRAIN LEVEE DISTRICT.
  4. PROPOSED SERVITUDE B-1 HAS 18,714 SQ. FT. (OR 0.430 ACRES) OF AREA THAT IS ENCUMBERED BY AN EXISTING CONSTRUCTION/MAINTENANCE RIGHT OF WAY IN FAVOR OF LOUISIANA RAILWAY & NAVIGATION COMPANY.
  5. PROPOSED SERVITUDE B-1 HAS 9,002 SQ. FT. (OR 0.207 ACRES) OF AREA THAT IS ENCUMBERED BY AN EXISTING 30' SERVITUDE IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, LLC.
  6. PROPOSED SERVITUDE B-2 HAS 7,879 SQ. FT. (OR 0.181 ACRES) OF AREA THAT IS ENCUMBERED BY AN EXISTING CONSTRUCTION/MAINTENANCE RIGHT OF WAY IN FAVOR OF LOUISIANA RAILWAY & NAVIGATION COMPANY.
  7. PROPOSED SERVITUDE B-1 HAS 5,166 SQ. FT. (OR 0.119 ACRES) OF AREA THAT IS ENCUMBERED BY AN EXISTING 30' SERVITUDE IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, LLC.

LEGEND

SET 5/8" IRON ROD	•
FOUND MARKER	○
PROPOSED PUMP STATION SITE	+
RAILROAD	+++++
CENTERLINE ROAD	----
CENTERLINE LEVEE	-----
PERPETUAL DRAINAGE SERVITUDE	-----
DITCH	~~~~~
SECTION LINE	----
LAND HOOK	┌

SCALE IN FEET

DATE	DESCRIPTION	BY

**SURVEY OF SERVITUDE B-1, B-2, & B-3  
 MONTZ 340 CFS PUMP STATION  
 LOCATED IN SECTIONS 49 & 50, T12S - R8E  
 ST CHARLES PARISH, LOUISIANA**

**ENGINEERING LLC**  
 www.giseng.com

Coastal Design & Infrastructure  
 3643 Hwy 308  
 Napoleonville, LA 70390  
 O:(985)-369-2722  
 ENGINEERING • PLANNING • SURVEYING  
 ENVIRONMENTAL CONSULTING

DESIGNED: DAT	DETAILED:	TRACED:
CHECKED: GJP	CHECKED: EMC	CHECKED:

DATED: 1/3/2023 FILE: M:\Department 39\GIS\CLIENTS\ST CHARLES PARISH\39145-1343-5100 MONTZ PS 2 JOB NO: 39145-1343-5100

**APPRAISAL OF**

**Parcel B -3  
Montz Pump Station, Phase 1, Project #P210404  
Montz, LA**

**AS OF**

**February 26, 2023**

**PREPARED FOR**

**St. Charles Parish Public Works Department  
C/O Sam Scholle  
100 River Oaks Drive  
Destrehan, LA 70047**

**PREPARED BY**

**A.R.E. Real Estate Services  
7A Storehouse Lane  
Destrehan, Louisiana 70047**



**NEW ORLEANS  
504-466-4040**

**RIVER REGION  
985-764-6512**

**BATON ROUGE  
225-744-4273**

**[WWW.ARESERVICES.COM](http://WWW.ARESERVICES.COM)**

**A.R.E. Real Estate Services  
7A Storehouse Lane  
Destrehan, La 70047**

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April 24, 2023

St. Charles Parish Public Works Department  
C/O Sam Scholle  
100 River Oaks Drive  
Destrehan, LA 70047

**Re: The appraisal of Parcel B -3, St. Charles Parish Public Works Project #P210404,  
Montz Pump Station, Phase 1. Our File # - 230020 - Smith**

Dear Mr. Scholle:

As requested, we have completed an appraisal of the above-referenced property. The appraisal's intended use is to assist in determining the compensation due for acquiring a perpetual servitude for a proposed pump station. Therefore, the appraisal's purpose is to provide opinions of the fair market value of the planned acquisition and to estimate any additional compensation appropriate in estimating "Just Compensation." This analysis does not consider compensation components other than real estate, such as relocation expenses or business impacts.

In this instance, the planned acquisition is a portion of a larger ownership. In developing the compensation estimate, the analysis relies on a before and after analysis. This analysis, allowing for the fair market value of the part acquired, compares the fair market value of the larger ownership before the acquisition (before value) and after the acquisition (remainder value). The compensation estimate includes the difference between the before and after values and the value of the property acquired.

Fair market value, as used herein, is defined by *Louisiana Revised Statute 47:2321* as follows,

The price for property which would be agreed upon between a willing and informed buyer and a willing and informed seller under usual and ordinary circumstances; it shall be the highest price estimated in terms of money which property will bring if exposed for sale on the open market with reasonable time allowed to find a purchaser who is buying with knowledge of all the users and purposes to which the property is best adapted and for which it can be legally used."

Mr. Scholle  
April 24, 2023  
Page 2

This appraisal's development and reporting follow the Uniform Standards of Professional Appraisal Practice USPAP, 2023 ed. (USPAP) and Louisiana Law governing the proposed acquisition.

This letter includes an executive summary of the findings. However, the opinions in this summary should not be relied upon without understanding the accompanying report, including all assumptions and limiting conditions.

The user of this report is responsible for ensuring that the assumptions, limiting conditions, and scope of work, as described, are appropriate to the intended use. The intended user should request additional analyses and information to properly understand and employ this appraisal for its intended use, if necessary.

The following is a summary of the salient facts and conclusion;

<b>Owner(s) of Record:</b>	Kristi Gerstner Smith
<b>Property Occupant:</b>	Vacant
<b>Property Location:</b>	Montz, LA St. Charles Parish
<b>Property Identification:</b>	
<b>Parcel Number(s):</b>	B -3
<b>Project Number:</b>	P210404- Montz Pump Station, Phase 1
<b>Project Map Date:</b>	01/03/23
<b>Property Rights:</b>	Perpetual Servitude
<b>Value Sought:</b>	Market Value
<b>Date of Report:</b>	April 24, 2023
<b>Effective Date of Value:</b>	February 26, 2023
<b>Property Inspection Date:</b>	February 26, 2023 (most recent)

(Summary Continued)

<b>Property Type:</b>	Vacant – Wooded and Low tract
<b>Zoning:</b>	Highway Commercial (C-3)
<b>Flood Zone:</b>	“AE” – Panel 22089C0075D

<b>Site Size:</b>	
<b>Larger Parcel</b>	± 32.38 acres
<b>Acquisition Parcel</b>	±1.501 acres (65,384 SF)
<b>Remainder Parcel</b>	± 32.38 acres

<b>Improvement Data:</b>	No improvements
--------------------------	-----------------

<b>Highest and Best Use:</b>	
<b>As Vacant</b>	Speculative – Interim Recreational
<b>As Improved</b>	N/A

**Special Assumptions & Conditions:**

**Special Condition:**

In compliance with Louisiana law, the value opinions of the larger parcel before the acquisition and the part acquired do not consider any impacts on the subject's value attributed to the proposed project improvements.

**Limitations of the Inspection:**

The appraisal relies upon my physical property inspections from adjacent servitudes and publicly available aerial photography. The inspection is limited to my visual observations and does not include special testing or the use of testing equipment. The most recent physical inspection occurred on February 26, 2023.

**Extraordinary Assumptions:**

In compliance with Louisiana law, the value opinion for the remainder parcel (after value) is subject to the extraordinary assumption of project completion in the manner proposed or planned.

Mr. Scholle  
April 24, 2023  
Page 4

The appraisal relies on a physical survey of the subject site by Evan M. Chiasson, dated January 3, 2023. Information regarding the sizes and dimensions of the part acquired relies upon the survey, available aerial mapping tools, and the legal descriptions provided by the client. A survey of the entire ownership or larger parcel was unavailable. Before and after the acquisition, dimensions and area calculations for the larger parcel rely solely on ariel mapping tools and available public records. The appraisal relies on an extraordinary assumption that its estimates accurately reflect the property's dimensions and sizes.

When inspected, the property was wooded and appeared to possess characteristics typical of a wetland (various plants and pockets of standing water). While not an official wetland determination, the U.S. Fish and Wildlife Service Wetland Mapper identifies the entire site as possessing wetland characteristics. A review of the USDA soil survey finds that the site's primary soil type is Cancienne Silty Clay Loam, a hydric soil. Available data indicate the property's elevation ranges from just above 4' mean sea level (MSL) to less than 2' MSL.

Absent a formal wetland delineation, the appraisal assumes, based on the above date, regulated wetlands meander throughout the site. The appraisal also assumes wetland areas become more prevalent as one moves north, away from the River, or near man-made ditches/canals and natural swales.

The property inspection indicated that one or more existing servitudes encumber a portion of the area proposed for acquisition. The supplied title data identifies,

1. 29,626 Sf of an existing construction and maintenance servitude paralleling the L & A Railroad at the property's southern boundary in favor of the Pontchartrain Levee District, and
2. 3,584 SF of a drainage servitude along its eastern boundary

encumbering the proposed acquisition area.

**Limitation of Compensation Analysis:**

The opinion of compensation offered herein is limited to that directly related to the real estate. Other economic considerations are outside the scope of this analysis.



Mr. Scholle,  
April 24, 2023  
Page 5

Based on our analyses, we estimate that the measure of compensation due for the real estate, as a result of the acquisition of Parcels B -3 Montz Pump Station, Phase 1, Project #P210404, "as is" and as of February 26, 2023, is:

<b>Value of Property Rights within the Acquisition Area</b>	\$2,800.00
<b>Value of improvement within the Acquisition Area</b>	\$0.00
<b>Severance Damages</b>	\$ 914.98
<b>Additional Compensation</b>	\$0.00
<b>Recommended Compensation for the Property Rights Acquired</b>	\$3,714.98

It has been a pleasure to aid you in this assignment. If we can be of any further assistance, please contact us.

Respectfully,



---

Bennet E. Oubre, MAI, AI-GRS  
Louisiana State Certified General  
Real Estate Appraiser LA#G232

**Appraisal of  
Parcel B-3  
Montz Pump Station, Phase 1, Project #P210404  
Being a Portion in Section 49 & 50, T-12S-R8E  
St. Charles, Louisiana**

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## CERTIFICATIONS, ASSUMPTIONS, AND LIMITING CONDITIONS

### I. Assumptions and Limiting Conditions

- A. The appraisal assumes that the utilization of the land and improvements is within the property boundaries as described, and there is no encroachment or trespass unless noted within the report.
- B. The undersigned appraiser(s) assumes that the property's title is free, clear, and unencumbered other than those listed in this report. However, the appraiser(s) assumes no responsibility for any aspect of the title.
- C. No consideration is given to any mineral rights or other subterranean interest (i.e., water, gravel, salt, etc.) unless specifically identified in the letter of transmittal and other appropriate portions of this appraisal report.
- D. No responsibility is assumed for any changes occurring after the valuation date in legal, political, social, or economic conditions that may affect real estate values.
- E. Unless specifically noted in the appraisal, the existence of potentially hazardous materials, including but not limited to urea-formaldehyde foam insulation, lead paint, or toxic wastes in the land, that may or may not be present has not been considered. (see *Certifications* under Part I of the **Certifications, Assumptions, and Limiting Conditions**).
- F. This appraisal assumes the subject to be unaffected by current wetlands regulations unless specifically detailed in the Letter of Transmittal and other appropriate portions of this report (see *Certifications* under Part I of the **Certifications, Assumptions, and Limiting Conditions**).
- G. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority -- local, state, federal and/or private entity/or organization -- have been or can be obtained for the use(s) considered in the value estimate.
- H. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it conforms with the various detailed requirements of the ADA; I (we) am (are) not professionally qualified to accomplish this task. Further, no formal study, as accomplished by qualified experts, has been provided to the appraiser(s), nor is one known to exist. A compliance survey of the property and a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the act's requirements. If so, this fact could negatively affect the property's value. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the property's value.

## **CERTIFICATIONS, ASSUMPTIONS, AND LIMITING CONDITIONS (Continued)**

- I.** During inspection and research of the subject property, the appraiser(s) observed/discovered no evidence of structural defects, termite damage, etc., except as expressly detailed in this report. However, the appraiser(s) is not a trained or certified home/building inspector, and this report should not be relied upon to disclose any such conditions present in the subject property. Further, by preparing this report, the appraiser is not acting as a building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed, and the review was superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees. No responsibility is assumed for any non-apparent or hidden defects; those who wish to ensure such problems do not exist should retain appropriate experts/professionals.

### **II. Restriction Upon Disclosure and Use**

The By-Laws and Regulations of the Appraisal Institute govern disclosure of the contents of this appraisal report.

This appraisal report is prepared for the sole and exclusive use of the appraiser's client, as specifically cited herein. No third parties are authorized to rely upon this report without the express written consent of the appraiser. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI or AI-GRS designation shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

### **III. Professional Assistance**

The names of those who provided substantial assistance to the appraiser(s) are listed below.

**None**

### **IV. Special/Extraordinary Assumptions and Limiting Conditions**

#### **Extraordinary Assumption:**

An extraordinary assumption assumes as facts information that otherwise is unknown. The following assumptions are necessary to develop credible appraisal opinions to satisfy the appraisal's intended use. A reasonable basis exists supporting the assumptions. If the assumptions are found false, it may impact the appraisal opinions.

- A.** In compliance with Louisiana law, the appraisal opinions for the property remainder parcel (after value) assumes completion of the project in the manner proposed or planned.
- B.** The appraisal relies on a physical survey of the subject site by Evan M. Chiasson, dated January 03, 2023, related to the acquisition parcel. Information regarding the sizes and dimensions of the larger parcel relies upon aerial mapping tools and public records provided by the client.

- C. The appraisal's development is without the benefit of a wetland determination. The property is wooded, and portions appear to have characteristics typical of a wetland. The U.S. Fish and Wildlife Service Wetland Mapper identifies the larger parcel as a wetland area. Reliance on my observations during the site visit and publicly available data, the appraisal assumes the property is affected by the existence of regulated wetland areas.
- D. The site survey, title data, and personal observations indicate that a portion of the proposed acquisition area is encumbered.

**Special Condition:**

In compliance with Louisiana law, the value opinions for the larger parcel before acquisition and the part acquired do not consider any impacts on their value attributable to the proposed project.

**Limitations of the Inspection:**

The appraisal relies upon my physical property inspections and publicly available aerial photography. The inspection is limited to my visual observations and does not include special testing or the use of testing equipment. My most recent site visit occurred on February 26, 2023, with observations made from adjacent rights-of-ways.

**Limitation of Just Compensation Analysis:**

The compensation estimate is limited to the real estate. Other economic considerations are outside the scope of this analysis.

**CERTIFICATIONS, ASSUMPTIONS, AND LIMITING CONDITIONS  
(Continued)**

**V. Certifications**

The undersigned certifies to the best of his/their knowledge and belief and except as otherwise noted in this appraisal report:

- A. The statements of fact contained in this report are true and correct;
- B. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my/our personal, unbiased professional analyses, opinions, and conclusions.
- C. The appraiser(s) has the training, knowledge, and experience to complete the appraisal assignment competently.
- D. This appraisal is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- E. The appraiser(s) and this company have no present or prospective interest in this report's subject property nor any personal interest or bias concerning the parties involved.
- F. My/our compensation is not contingent upon reporting a predetermined value or direction in value, the attainment of a stipulated result, or the occurrence of a subsequent event.
- G. I/we certify that the appraiser(s) observed/discovered no evidence of existing or potential environmental hazards except those detailed herein. However, the appraiser(s) have not conducted nor are qualified to conduct an environmental audit.
- H. I/we certify that the appraiser(s) observed/discovered no evidence, unless detailed herein, that the subject property has been or would be designated as a regulated wetland.
- I. The analyses, opinions, and conclusions are developed and reported consistent with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Practice and the Uniform Standards of Professional Appraisal Practice.
- J. This report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- K. No one, other than those specifically cited herein, provided significant real property appraisal/consulting assistance to the person(s) signing this certification (see *Professional Assistance* under Part IV of the **Certifications, Assumptions, and Limiting Conditions**).
- L. Bennet E. Oubre has personally inspected the property that is the subject of this report.
- M. Bennet E. Oubre is a Louisiana Certified Real Estate Appraiser (No. G232). As of the date of this report, I have completed the continuing education program for designated members of the Appraisal Institute.

**CERTIFICATIONS, ASSUMPTIONS, AND LIMITING CONDITIONS  
(Continued)**

- N. A review of my personal and business records of A.R.E Real Estate Service, Inc. does not indicate that I or A.R.E. Real Estate Services have provided any services related to the subject property within the three years immediately preceding acceptance of this assignment.



Bennet E. Oubre, MAI, AI-GRS  
Louisiana State Certified General  
Real Estate Appraiser LA#G232

April 24, 2023  
Date



## THE APPRAISAL PROCESS

An appraisal is an act or process of gathering and analyzing data necessary to provide credible opinions. The value type, scope of work, and reporting should be appropriate to satisfy the appraisal's intended use and user.

### **The Intended Use and User:**

**The intended user is St. Charles Parish, who is also the client.** Based on our conversations and correspondence with the client, the intended use of the appraisal is to assist in estimating the compensation due for the acquisition of a permanent servitude for the Montz Pump Station, Phase I project (Project no# P210404). Civix corporation, as part of the project management team for St. Charles Parish, is identified as an additional user.

The intended use and user determine the appropriate value definition, the scope of work, and reporting level.

### **The Purpose of the Appraisal:**

The appraisal's purpose is to estimate the compensation due for the proposed acquisitions. The estimate includes the "fair market value" of the property rights to be acquired and any damages attributable to the proposed project. The compensation estimate offered herein is limited to that related directly to the real property. The analysis does not consider other economic factors that may be appropriate in estimating "just compensation."

### **Just Compensation Defined:**

The amount of loss for which a property owner is compensated when their property is acquired; said compensation should put the owner in as good a pecuniary position as they would be if the property has not been acquired; the remuneration should include all expenses incurred, including, but not limited to, hook up expense for utilities, interest from the date of taking, and, in some instances, the cost of a new site or building, not necessarily equal to the value of the property taken."

### **Fair Market Value Defined by Louisiana Revised Statute 47:2321:**

Fair market value is the price for property which would be agreed upon between a willing and informed buyer and a willing and informed seller under usual and ordinary circumstances; it shall be the highest price estimated in terms of money which property will bring if exposed for sale on the open market with reasonable time allowed to find a purchaser who is buying with knowledge of all the uses and purposes to which the property is best adapted and for which it can be legally used.

### **Additional Compensation Defined:**

Constitutionally mandated measure of compensation whereby the owner receives the traditional measure of compensation (part acquired and severance damage) plus any other economic loss sustained minus any economic gain created by the taking; that amount of money required to place the owner in the same pecuniary position had his property not been acquired.

### **Severance damage Defined:**

The diminution of the market value of the remainder area arises in the case of a partial acquisition because of the acquisition (severance) and/or the construction of the improvement in the manner proposed.

### **Property Rights Appraised:**

**Based on the intended use, the appraisal assumes the property rights as those for a perpetual pump station servitude.** According to the client, the permanent servitude allows for the following;

A perpetual and assignable right of use servitude to construct, maintain, repair, operate, patrol and replace a pump station, including all appurtenances, improvements, and placement of permanent utilities and drainage channel required to service and operate the pump station; reserving, however to the owners, their heirs, and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

As part of the assignment, the appraisal examines the Fee Simple estate, defined as;

Absolute ownership, unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police powers, and escheat.

(Source: The Dictionary of Real Estate, 7th Edition, The Appraisal Institute)

### **The Effective Date of the Appraisal:**

**The effective date of the appraisal is February 26, 2023.** The reader must understand that the real estate market is not static. Any changes in the market, either actual or perceived, may affect the value opinion as it would relate to any date before or after the effective date established for this appraisal.

## Reporting Format:

**The appraisal report intends compliance with USPAP Standard Rule 2-2 (A) for an "Appraisal Report."** The report summarizes the appraisal process, data, and reasoning for the opinions offered. Should additional information be necessary to understand the appraisal, it should be requested before relying upon the conclusions and opinions provided.

## Scope of Work:

The scope of work reflects the amount and type of information to be researched and the analysis necessary to produce a credible opinion of value suitable for the intended use of the appraisal. It is the appraiser's responsibility to establish the appropriate scope of work based on the intended use and user and to disclose to the intended user the following;

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work for this assignment included but was not limited to the following;

- Reviewing the property's legal description and readily available maps to identify the subject correctly. At least one visit to the subject to collect physical data about the subject site and any improvements and to assess the property's ability to function at its highest and best use. The site visit is limited to those readily observable features and conditions and does not include testing or using special equipment.
- Collecting demographic and economic information regarding the regional economy, municipality, and immediate neighborhood. Analysis of local real estate market trends and development trends.
- Research of the local realtor multi-list service, public records fax, and a survey of realtors, market participants, and other local appraisers for data related to recent sales and current offerings of properties similar to the subject.
- Research the local realtor multi-list service, public records, and a survey of realtors, market participants, and local appraisers for data related to occupancies, rental rates, expenses, and current offerings of similar and competing properties available for rent.

- Analysis of the data to determine if it is appropriate for reliance and inclusion in the appraisal process. Furthermore, where appropriate, extract and develop adjustments for use in the sales comparison approach and estimates of market costs, expenses, rents, and rates or ratios.

Briefly, the appraisal seeks to estimate the amount of compensation due to the property owner for acquiring the subject property for a public project. The planned acquisition consists of a tract of land identified as Parcel B-3. This parcel is a portion of a larger tract of land under the same ownership. Louisiana law defines this type of acquisition as a partial acquisition and specifies the measure of compensation. Under Louisiana law, the measure of compensation includes the "fair market value" of the property acquired plus any diminution in the remaining property's value attributable to the proposed project improvements. Consistent with the requirements of the prevailing statutes, the appraisal develops the fair market value opinions of the larger parcel before the acquisition, the acquisition parcel, and the remainder parcel after the taking. A before and after analysis estimates the diminution to the remainder parcel if any exists.

The valuation process begins by identifying the appropriate larger parcel. The larger parcel may comprise all or a portion of the entire ownership. When appropriately identified, the larger parcel typically possesses unity of ownership, unity in use, and contiguity. In this instance, the entire ownership includes  $\pm 500$  acres. The property's southern boundary measures  $\pm 1,121'$  along the northern boundary of the L&A Railroad and extends in a northerly direction  $\pm 19,265'$  toward Lake Pontchartrain. The property is bisected by U.S. 61, several powerline and pipeline servitudes. U.S. Highway 61 is a man-made barrier that bisects the property. Given the physical separation and highest and best use findings, detailed later in this report, the property south of U.S. Highway 61 constitutes the appropriate larger parcel for this analysis.

After identifying the larger parcel, the appraisal values the larger parcel before the acquisition, the acquisition parcel, and the remainder parcel after the taking. Consistent with the measure of compensation definition, the value of the larger parcel before the acquisition does not consider any impacts on value attributable to the proposed project, and the value of the remaining property assumes the completion of the proposed project as planned. The value of the part acquired, consistent with accepted appraisal theory and prevailing law, is estimated to equal its pro-rata share of the larger parcel before the acquisition. The analysis estimates damages by comparing the before and after values and allowing for the acquisition parcel.

The appraisal considers three traditional approaches to value in developing the value opinions. The inclusion or omission of an approach considers the reliability of the approach, the adequacy of the available data, and the impact on the value opinion's credibility.

When adequate data is available, the sales comparison approach applies to all types of real property but is most relevant when seeking market value, as in this assignment. The

analysis identifies and measures market reaction to differences between comparable properties that influence value. Through the adjustment process, market-supported quantitative and or qualitative adjustments applied to the comparable properties reconcile their differences from the subject. After adjustment, the data provides an indicated value range where the subject property should fall.

The market research conducted for this assignment discovered an adequate level of market data to produce credible value indications for the larger parcel before the acquisition and the remainder parcel after the acquisition. The report includes a summary of the market data, analyses, and the reasoning supporting the value indications of the sales comparison approach.

The cost approach combines an estimated reproduction or replacement construction cost of any improvements, less accrued depreciation, with the lands market value to produce and indicated market value. This approach is particularly useful in valuing new or nearly new improvements, improvements that have undergone substantial renovations, or properties not frequently exchanged in the market.

As noted, the larger parcel and subject property are vacant. Without improvements, the cost approach is irrelevant, and its development is omitted. The omission of the cost approach does not affect the appraisal opinions' credibility.

While all properties may produce income, the income approach is most relevant when the property trades based on its income-producing ability. Through direct and/or yield capitalization analyses, the income approach converts the anticipated future benefits into an estimate of value. The available data indicates the larger parcel, though capable of producing income, does not trade based on its ability to do so. Additionally, inadequate income-related market data exist to produce credible value indications. As a result, the appraisal omits the development of this approach. The omission of the income approach does not affect the credibility of the appraisal opinions.

The scope of work identified for this assignment is specific to the intended use and user. Using the opinions provided herein for any use other than the intended use is inappropriate. Though a user may believe the data collection and analysis level is appropriate for other uses, the context of their development may not be appropriate for other applications. Furthermore, no user other than the intended user should rely upon or employ the value opinion. The data collection, analysis, and reporting are based on the appraiser's understanding of the intended user and may not be appropriate for another user.

The physical inspection and reported property conditions are unique to the appraisal process. Terminology reporting a property's condition is relative to competing properties and may not include other property types. The visual inspection completed for the appraisal does not rise to the level of a property inspection completed by a licensed property inspector, contractor, or engineer, nor should it be relied upon as such. The

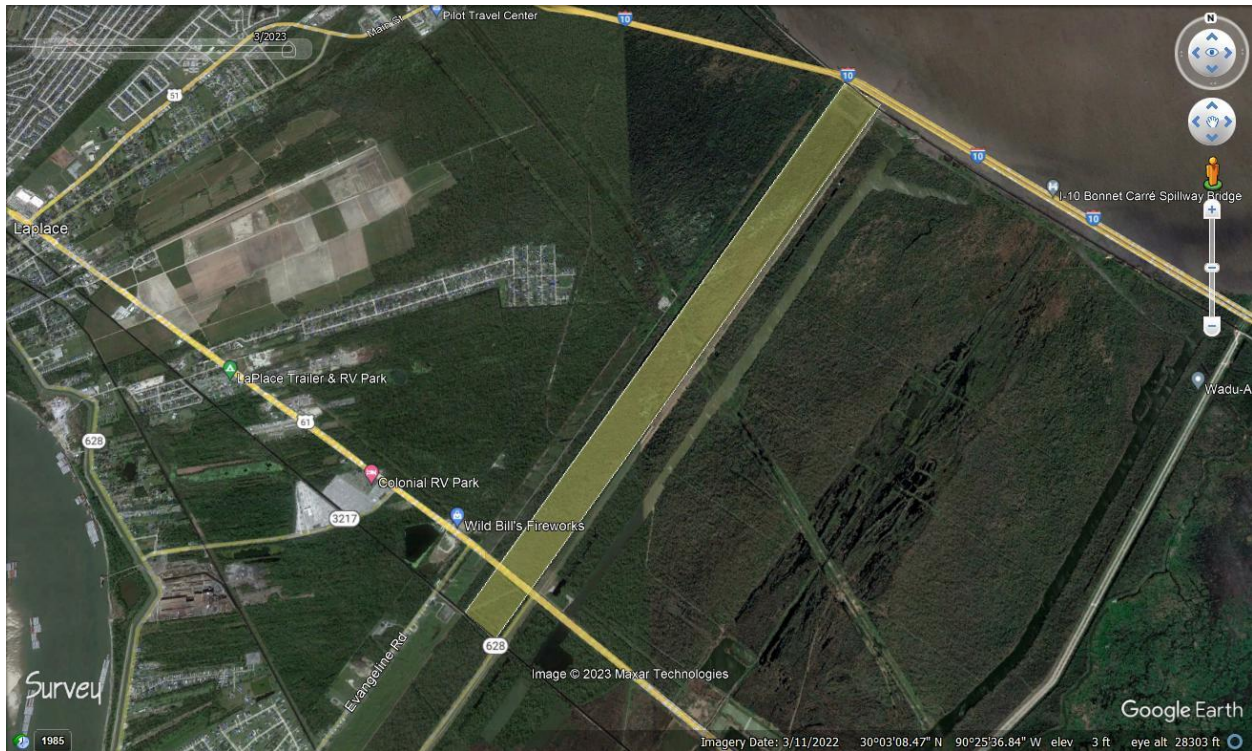
appraisal makes no judgment and provides no opinion regarding the title or legal rights of the property. The user should carefully review and understand the limiting conditions, assumptions, and certifications that define the context of the appraisal's development and reporting.

The analyses in this appraisal rely upon assumptions and estimates subject to uncertainty and variation. These estimates are often based on interviews with third parties, and, as such, the data is not always reliable. In addition, we make assumptions about the future behavior of consumers, and the general economy, which are uncertain. It is inevitable that some assumptions will not materialize as anticipated and that unanticipated events may occur, causing actual operating results to differ from the analyses in this report, and these differences may be material. Therefore, while conscientiously prepared, we do not warrant the conclusions presented will be achieved.

**Competency:**

A.R.E. Real Estate Services has been providing appraisal services for properties similar to the subject since 1969. Bennet E. Oubre, MAI, AI-GRS, the appraiser, has served as the senior commercial appraiser for A.R.E. Real Estate Services since 1987 and has extensive experience in the appraisal of properties similar to the subject with the subject's competitive market area.

## THE SUBJECT PROPERTY

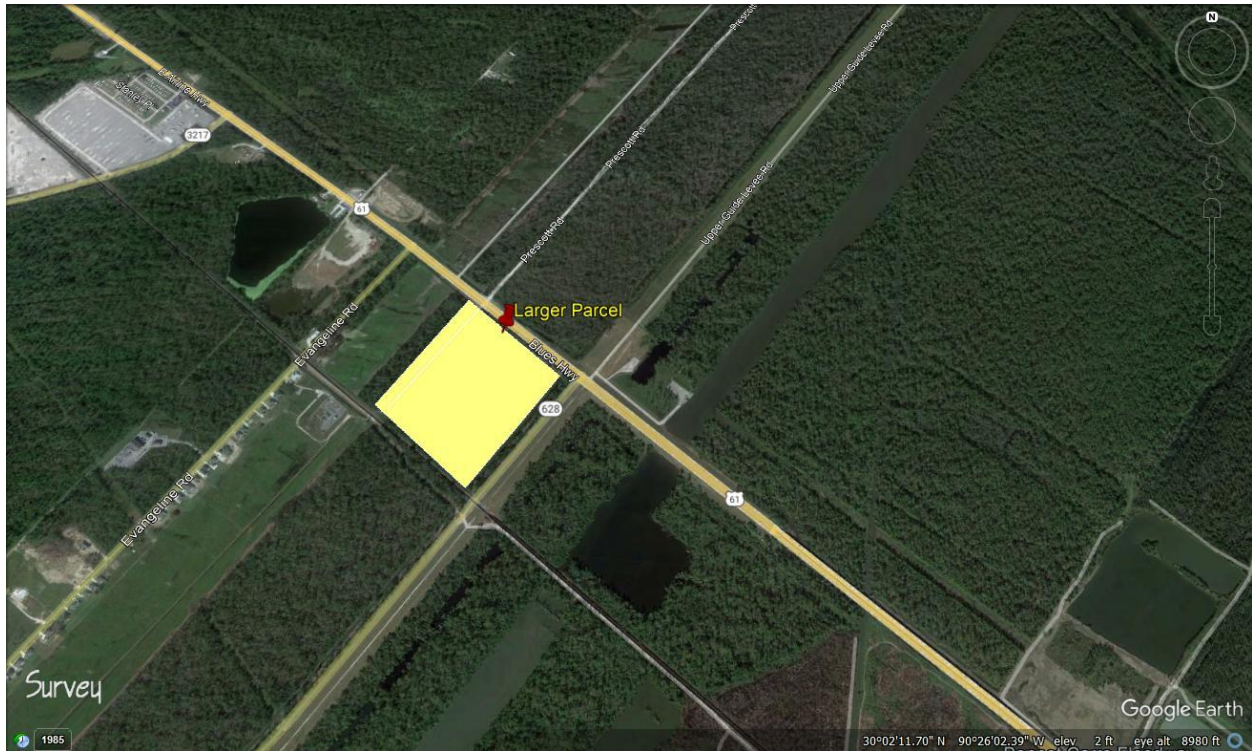


Aerial View of Larger Parcel  
(Highlighted area depicts entire ownership parcel)  
Source: Google Maps

### Property Identification:

#### Description:

**Entire Ownership** – 1. A portion of Lot 6, Prescott property fronting 329' on the L&A Railroad extending to Lake Pontchartrain. 2. A portion of land measuring four arpents fronting the L & A Railroad and extending to Lake Pontchartrain. All situated in sections 42 & 43 A certain parcel of land situated in Sections 15 & 16 Township 12 South, Range 7 East, and Sections 50 & 51, Township 12 South, Range 8 East, and Sections 42 & 43 Township 11 South, Range 8 east southeastern Land District, Town of Montz, Parish of St. Charles, State of Louisiana.



Aerial View of Larger Parcel  
 (Highlighted area depicts the larger parcel)  
 Source: Google Maps

**LARGER PARCEL:**

After considering the site’s physical characteristics and zoning, the appraisal concludes that the appropriate larger parcel includes that area south of U.S. 61 and north of the L & A Railroad.

(Proper identification of the larger parcel, appropriate for analysis, considers the unity of use, ownership, and contiguity.)

**PART TO BE ACQUIRED:**

**Parcel B -3** – An irregular-shaped parcel containing 1.501 acres or 65,384 SF. The servitude is located north of the L & A railroad right-of-way and west of Parcel B-1-4 (see survey and legal description herein).

**REMAINDER PARCEL:**

The remainder parcel is the same as identified for the larger parcel, except for the rights acquired by the proposed Parcel B-4 permanent pump station servitude acquisition.

**Location:**

The entire ownership of which the subject is a part lies within the unincorporated community of Montz, LA, on the east bank of St. Charles Parish. That portion of the entire



ownership identified as the larger parcel is bounded on the north by U.S. Highway 61, the L & A Railroad to the south, the Prescott canal to the west, and land owned by the U.S. Corps of Engineers to the east.

**General Description:**

The subject property consists of an irregularly shaped parcel totaling 1.501 acres near the southeast corner of the previously described ownership and the tract of land identified as the larger parcel. The rights appraised are defined in the servitude agreement included in the addendum. The subject property and the ±32.4 acre larger parcel consist of wooded, low-lying property, ranging from +4' to +1.5' MSL. A ±100' wide levee district servitude runs along the larger parcel and the subject property's southern boundary. A drainage servitude running along most of the larger parcel and the subject property's eastern boundary also burdens the property.

As noted, the appraisal's development is without a formal wetland delineation. The appraisal assumes some areas of wetlands meander throughout the subject property and the larger parcel (see extraordinary assumption C). The appraisal assumes that the concentration of wetlands increases along the canals and natural depressions and from south to north.

A grave paved road intersecting with U.S. Highway 61 currently provides the larger parcel's only access to a public road. Highway access permitting rules, proximity to the intersection of CC Road and U.S. 61, and the drainage canal along most of the property's northern boundary complicate developing additional access points via U.S. 61. An intervening ownership prohibits access to the site via CC Road. There is no direct access between any public road and the acquisition parcel.

Considering the physical characteristics and legal restrictions, the acquisition parcel does not function as an economic unit apart from the larger parcel. Therefore, the valuation and compensation due estimate relies on a before and after analysis of the larger parcel.

**Current Owner:** Kristi Gerstner Smith

**Transaction History:** Our research discovered no market or non-market transactions related to the property within the 36 months before the appraisal's effective date of value. The most recent transaction is a 2018 lease by New Cingular Wireless.

**Pending Transactions:** A survey of available data did not reveal any pending transactions. The property owner's representative did not respond to requests for information about the property.

**Marketing Activity** A search of the available data found no public offering of the subject property within the 36 months before the appraisal's effective date. The property owner's representative did not respond to requests for information about the property.

**Tax Data:**

<b>Parcel Number</b>	Tax IDs/APN 605200000004, 655200000002, 31230150C003, 62480000G003
<b>Assessed Value</b>	\$2,533.00
<b>Tax Liability</b>	\$297.85
<b>Tax Year</b>	2022
<b>Analysis</b>	The current assessment involves the entire ownership and is irrelevant to the valuation of the parcel under appraisal.

## Area Map



## Regional Analysis

The subject property is in St. Charles Parish in the community of Montz. St. Charles Parish is found in the southeast section of the State of Louisiana and is part of the New Orleans MSA. The Parish is bisected by the Mississippi River into what is commonly called the East and West Banks. In addition to being home to multiple large industrial complexes, the Parish is also part of the Port of South Louisiana, one of the largest ports in the world in terms of tonnage.

As of July 2021, the reported population estimate for the Parish is 52,282. This population has slightly decreased from the 2010 and 2020 census reports. The lack of growth is attributed, at least partially, to limited residential lot inventory. The 2007 economic downturn limited the creation of new lot inventory. The economic recovery, beginning in 2012, increased demand, but the lack of available developable land continued to stifle development until 2017. Since 2017 but before COVID and other factors impacting development, the area has experienced stable but slow development of new inventory. Over the past several years, new lot inventory is typically absorbed before the completion of construction. As a result, prices for individual residential lots and land suited for development have seen a steady increase.

## Neighborhood Analysis

A neighborhood is an area comprised of a group of complementary land uses. The neighborhood's social, economic, governmental, and environmental characteristics influence property values. This analysis is of the observable and quantifiable data related to the structure, development patterns and trends, population trends, and other factors that may enhance or detract from property values.

The community of Montz is on the East Bank in the northwestern part of the Parish. The neighborhood has a rural, between rural and suburban, character. The residential developments consist of multiple single street and several small multi-street subdivisions. Multiple rural residential homesites fronting River Road still exist. Most commercial development has occurred along U.S. 61 near the Parish's eastern border. Significant portions of the community remain undeveloped because of its wetland topography, mostly south of US 61 and north of the Illinois Central Railroad.

The development trend for the community indicates it is in a stable phase with limited open land available or suitable for development. As of the 2020 Census, the population for this area is estimated at 2,106, up approximately 9.8% from the 2010 census.

The Montz community is competitive with the larger East Bank of St. Charles Parish.

## Neighborhood Boundaries

The neighborhood boundaries identify the immediate physical area that influences the value of the subject property. The boundaries of the immediate neighborhood are:

<b>North:</b>	U.S. 61
<b>South:</b>	Mississippi River
<b>East:</b>	Bonnet Carre Spillway
<b>West:</b>	St. John the Baptist Parish

## Neighborhood Map



(The yellow-shaded area defines the neighborhood.)

## General Development

General development within the immediate neighborhood consists of agricultural, residential, commercial, industrial, and public land uses. The defined neighborhood is dominated by residential use, including single-family homes on larger rural home sites (3-5 acres), single-street developments, and more recently developed multi-phase developments. The improvements range from  $\pm$ 100-year old, modest, raised cottages to newly constructed custom homes over 5,000 SF. Primary access to the neighborhood is via River Road and Evangeline Road, which intersects with U.S. 61 and River Road.

## Neighborhood Life Stage

The life stage of the neighborhood is best described as a period of stability. There has been no significant new development of raw lands during the past several years. The most recent construction has been residential use within existing developments and along River Road.

## Neighborhood Summary

Market Type:	Small – Rural
Census Tract:	601
Development Name:	Montz
Population Trend:	St. Charles Parish has experienced slow growth over the past decade. The lack of growth is primarily attributed to the limited availability of land suited for residential development.
Neighborhood Access:	The primary traffic arteries providing access to the neighborhood are US Hwy 61 and River Road.
Public Transportation:	Public transportation is limited to services provided for the elderly and local taxi services.
Employment Stability:	Employment stability is good. The community serves industrial facilities throughout the River Parishes and as a bedroom community to the more urban New Orleans and Jefferson Parish areas.
Development Built-up:	The subject neighborhood is ±35% developed. The land use reflects approximately 85% in residential and 5% in industrial, with the remainder in open land.
Appeal and Appearance:	The subject neighborhood enjoys average to good appeal and appearance.
Property Compatibility:	The neighborhood offers limited consumer services. Basic services are available in LaPlace and Destrehan, with greater variety in Kenner and Metairie.
Protection and Adverse Influence:	The subject area is regulated under parish zoning guidelines, with most of the area zoned as either residential or open land. The existing Little Gypsy power plant is zoned manufacturing. The subject is not considered subject to any adverse influences
Range in Improvement Ages:	0- ±125 years
Maintenance and Condition:	The community has enjoyed stable demand over the past several years. The overall maintenance and condition of the neighborhood are average.

Supply and Demand:	Current demand appears greater than supply, evidenced by marketing times under three months and increasing prices for residential property. A lack of available properties suited to development further complicates the supply issues.
Rental Demand:	Marketing time related to residential sales is indicated by statistical data from the multi-list service at between 30 and 60 days. Rental demand is good. Rates appear stable and approaching levels that may support the development of investment-type properties.
Vacancy Trend:	Vacancy is limited as most improvements are owner-occupied. The limited number of properties available for rental indicates a frictional vacancy rate of less than 7%..
Value Trend:	The price for vacant land and improved structures appears to be increasing. This is true for residential and non-residential uses.
Development Potential:	The subject's immediate neighborhood has limited undeveloped land to allow for new development.
Growth Rate:	Slow - new construction is limited to the infill of existing inventory and redevelopment.
Development Trend:	Much of the undeveloped land within the defined neighborhood boundaries has elevations that may hamper new development.
Change in Land Use:	The land use in the subject's immediate area is unlikely to change.

**VALUATION ANALYSIS AND CONCLUSIONS  
BEFORE ACQUISITION**



**The Subject Site:** (Larger Parcel)

**Site Details:**

**Area** 32.4 acres

**Dimensions** 1,125'/1,122' x1,234/1,279.87' (estimated)

**Shape** Mostly rectangular

**Topography** wooded, low, and level

**Soil Condition** Soil conditions are typical of the area. The United States Department of Agriculture identified the soils as hydric and typical of wetland property. Development may require mucking and using Geotech materials in some areas of the property.

**Flood Zone** "AE" – Panel 1600050C  
A special flood hazard area

**Access:** A gravel-paved drive intersection with U.S. 61.

**Zoning:** C-3 – Highway Commercial

**Encumbrances/Easements:** A 100' wide servitude in favor of the Pontchartrain Levee District runs along the property's southern border.

A drainage servitude in favor of St. Charles Parish runs along most of the property's eastern boundary and then in an east/west direction south of U.S. 61.

The property is bisected along a northeast/southwest line by a transmission powerline servitude (width unknown, assumed 100').

A distribution powerline servitude (width unknown, assumed 50') appears to run in an east/west direction south of the above-discussed drainage servitude.

A distribution powerline servitude (width unknown, assumed 25') appears to run along the property's western boundary.

A 100' x 100' square plus access rights leased for a cell tower.

Typical utility servitudes are assumed to run along the property's Airline Highway frontage.

**Utilities:**

**Electricity** Public (Entergy)

**Gas** Public (Atmos)

**Water** Public (St. Charles)

**Sewerage** Public

(Other than electricity and water, none of the utilities are directly available to the subject)

**Conclusions:**

The proposed acquisition area is north of the larger parcel's southern boundary with the L & A Railroad. As discussed earlier, properly identifying the larger parcel is essential to the valuation. The larger parcel may consist of the entire ownership or some smaller portion. The primary factors in identifying the appropriate larger parcel are unity of ownership, unity of use, and contiguity.

The contiguous ownership contains ±32.4 acres. The property extends from its southern boundary along the L & A Railroad approximately 1,250' north toward U.S. Highway 61. The property is wooded and low. A grave driveway at the site's northwestern corner intersects and provides access via U.S. Highway 61. The property's eastern boundary is ±90' west of the centerline of LA 628, with the U.S. Government as an intervening owner and prohibiting access via this roadway. Considering the observed topographical features and the site's inclusion in the U.S. wildlife and fisheries , the appraisal assumes regulated wetlands meander throughout the site.

Based on the available data, the appraisal concludes that the contiguous ownership constitutes the appropriate larger parcel.

**Current use – The site is currently unimproved. There is no evidence of any recent (past 50 years) use of the property.**

## **Highest and Best Use:**

*The Appraisal of Real Estate*, Fifteenth Edition, published in 2020 by the Appraisal Institute, on Page 305, defines the term Highest and Best use as,

The reasonably probable use of property that results in the highest value.

USPAP requires when offering an opinion of a property's highest and best use, the appraisal identify and consider;

1. The effect on use and value of existing and reasonably probably modifications of existing land use regulations.
2. The effect on use and value of the physical adaptability of the real estate and market area trends.
3. The effect on use and value of economic supply and demand.

The two aspects of the highest and best use analysis include the site as if vacant and ready for development and as improved. As the subject of this appraisal is vacant, only the highest and best use "as vacant" analysis is applicable.

## **Highest and Best Use as Vacant**

There are six basic uses with varying intensity levels. The uses are;

1. Agricultural
2. Residential
3. Commercial
4. Industrial
5. Specialized Use (These uses typically include governmental or public uses)
6. Remain "as is" (remain undeveloped until adequate demand exists for some use)

Unless by extraordinary assumption, specialized use is eliminated for consideration because it is speculative and conjectural to the overall market.

## **Legally Permissible**

As vacant, the current zoning regulations are the primary legal restraints to the site's potential uses. The C-3 Highway Commercial classification, allows for developing most commercial uses. The primary allowed uses associated with this classification include commercial retail and service use dependent on access and or visibility.

Only a formal wetland delineation determines the existence, location, and amount of wetland area within the subject's boundaries. However, wetland delineations of the subject or larger parcels were unavailable. The site inspection found a reasonable probability of the site including some wetland areas based on its topography and other observed conditions. Additionally, the National Wetland Inventory identifies the site as a wetland,

and the USGS soil survey lists the site's soil as hydric soils consistent with a wetland classification. Based on this data and my observations, the analysis assumes that areas of regulated wetlands meander throughout the site. Furthermore, the analysis assumes the concentration of wetland areas exists along existing drainage canals, near naturally occurring depressions, and the concentration of wetlands increases from south to north. Any site development may require wetland permits from Federal and State authorities.

Based upon this portion of the highest and best use analysis, the following legally possible uses are identified.

General Use	Status
Agricultural	Potential
Residential	Potential (allowed under special permit)
Commercial	Potential (allowed)
Industrial	Eliminated (not allowed)
Specialized	Eliminated, too speculative
Remain "as is"	Potential

Other than remaining as is, the potential uses assume that no wetlands exist, that the use would not impact any existing wetlands, or that the necessary permits for development would issue.

**Physically Possible**

The site's size and shape are conducive to most currently allowed uses. As of the inspection date, public water and electric utilities are available at the site.

The site's size, number, size, and location of various servitude encumbering it, and its soil and topography are unsuited to its development for a commercially viable agricultural operation. This conclusion does not suggest agricultural use is not possible, only that such use is not commercially viable, eliminating it from consideration as a potential highest and best use.

Based upon the above, the following uses are deemed physically possible and legally permissible;

General Use	Status
Agricultural	Eliminated (not physically viable)
Residential	Potential (under special permit)
Commercial	Potential (not allowed)
Industrial	Eliminated (not allowed)
Specialized	Eliminated, too speculative
Remain "as is"	Potential

Other than remaining as is, the potential uses assume no wetlands exist, no impact on any existing wetlands, or issuance of the required wetland permits. Additionally, these uses assume access over the lands of others and the issuance of any required driveway permits.

### **Financially Feasible**

This test refers to those physically possible legal uses with sufficient demand to produce a positive return. Predominant land uses in the subject's immediate area include single-family residential and undeveloped land. There has been limited development of raw land over the past decade in the subject's immediate neighborhood or the larger defined competitive neighborhood. The lack of development is attributed primarily to the limited number of available sites suited to development.

The larger parcel's size and shape are suited to single-family use development. Receiving the required special permit or, more likely, a down-zoning to residential use is reasonable. The design inefficiencies caused by the number, size, and location of the multiple encumbering servitudes negatively impact the feasibility of this use. The costs to bring wastewater utilities (sewer) to the site likely make the development unfeasible. The site's elevation requires additional construction expenses to meet FEMA requirements or incur non-competitive flood insurance expenses. These issues combined indicate development for traditional single-family use is not feasible.

Several single-family rural homesites, including sites of more than 30 acres, exist in the subject area. Development of the existing sites has been for proprietary use and does not indicate feasibility. Our research discovered no evidence of speculative development of rural residential homesites or a demand level adequate to entice speculative development. As a result, the development of the subject for a rural residential homesite is not feasible.

The lack of any commercial development within the subject's neighborhood and the limited development in adjacent neighborhoods do not suggest the feasibility of commercial development. A survey of competing areas finds current market rents achievable at levels below that necessary to satisfy speculative investment. Based on the following, the analysis concludes the development of the site for commercial use is not feasible.

As none of the potential uses is deemed feasible, continued use as vacant is identified as the highest and best use until the development becomes feasible. A possible alternative use is the site's development for proprietary use, either commercial or single-family.

**Considering the above, the highest and best use is to hold for future development, assemblage, or development for proprietary commercial or residential use. The likely purchaser of the site is an owner/user. The likely development of the site is beyond the foreseeable future.**

## **Vacant Land Valuation:**

The recognized land valuation methods include sales comparison, market extraction, allocation, and income capitalization techniques, including subdivision development analysis. The sales comparison analysis is preferred and most commonly used, as it produces the most reliable analysis when adequate data exist.

In this instance, the market research produced limited but adequate data to develop a credible sales comparison analysis. Due to a lack of data or relevance, the appraisal omits the development of other recognized methods. Therefore, this sales comparison approach serves as the sole basis of the value opinion of the subject "as vacant."

As the name implies, the sales comparison approach develops value indications for the subject property by comparing market data from sales and offerings of comparable properties to the subject. The process begins with a survey of market participants and a comparative analysis of the available data identifying the unit of comparison, dollar/sf, dollar/acre, or other units that best explain the market's behavior in valuing properties. These techniques also identify transactional, economic, and physical characteristics of properties that influence value and measure the market's response to them. The indications establish the need for, direction, and magnitude of adjustments to account for differences between the subject and the comparison properties. After adjustment, the value indications are weighted and reconciled to an opinion of the subject's market value.

The potential standard "unit of comparison" depends on the property's nature and the appraisal problem. For example, possible units of comparison for vacant land include \$/square foot, \$/acre, \$/buildable unit, and others. In identifying the appropriate "unit of comparison," the analysis seeks to determine which unit the market most commonly uses, possesses the highest correlation, and best explains the market's behavior. Using a standard comparison unit facilitates identifying and measuring the market's reaction to factors that influence value.

Ideally, all comparable sales would be identical to the subject property. However, this is rarely the case; therefore, the appraisal uses the above-described adjustment process to reconcile differences between the comparable properties and the subject. This adjustment process may utilize quantitative and/or qualitative adjustments.

Quantitative adjustments are based on mathematical applications that measure the market reaction, in terms of dollars or percentages, for the factor influencing value. When an adequate number of paired sales exist, the derivation of reliable adjustment is possible. When the number of pair sales is limited, or the available data does not contain enough neutral characteristics, the reliability of the adjustment is diminished. In addition to paired sales analysis, the appraiser may rely upon surveys of market participants, general market data, and cost data to guide in determining the appropriate adjustment.

Qualitative adjustments are broader than quantitative and do not utilize specific dollar or percentage adjustments. The qualitative adjustment relies on the more general market data. The adjustments rely on ranking, trend data and best-fit analyses, cost data, and surveys of market participants.

The ten major comparison categories include the following:

1. Property rights conveyed
2. Financing
3. Conditions of Sale
4. Expenditures made after-sale
5. Market Conditions
6. Location
7. Physical Attributes
8. Use (zoning)
9. Economic Attributes
10. Non-Realty Items

## Discussion and Analysis:

### Data Selection

As discussed, the subject's highest and best use is to hold for future development or for some proprietary use. The initial market research focused on recent sales and current listings, possessing a use profile similar to the subject and located in the subject's immediate and primary competitive areas. The initial market research produced limited market transactions appropriate to the analysis. As a result, the analysis expanded the search parameters, including dated sales, sales within a larger geographical area, and those possessing use profiles that differ from the subject.

The properties presented for direct comparison represent the overall market and best explain the appraisal's analyses and conclusions. The appraisal offers five properties as comparable and appropriate for direct comparison. These transactions, combined with the more extensive data set studied, allow for developing a meaningful sales comparison analysis.

The following summarizes the pertinent facts related to the sales presented.

SALE ID	L-1	L-2	L-3	L-5	L-6
Address	River Road	533 Ridge Rd.	Diane Dr.	Savanne Road	1945 Hwy. 3127
City	Montz	Des Allemands	Luling	Bayou Blue	Hahnville
Shape	Rectangular	Rectangular	Irregular	Rectangular	Rectangular
Frontage	96'	432"	100'	2,300'	882'
Size (acre)	17	17.95	41.15	99.514	18.7
Intended Use	Res/Rec	Res/Rec	Res/Rec	Spec/Rec	Spec/Rec
Date of Sale	12/23/2020	11/30/2017	2/15/2021	8/11/2022	1/26/2023
Recordation	445107	428839	456311	1646418	473144
Sale Price	\$210,000	\$98,000	\$300,000	\$420,000	\$40,000
Price/Acre	\$12,353	\$5,460	\$7,290	\$4,221	\$2,139

### Common Units of Comparison:

In a survey of area market participants and an evaluation of the subject's and comparable properties' physical attributes, the common unit of comparison indicated was the price per acre. Additionally, the analysis found the price/acre had the highest correlation compared to \$/SF or \$/FF. Therefore, this analysis uses the price per acre as the common unit of comparison.



### **Property Rights Conveyed:**

Adjustments are necessary when the property rights transferred or offered in a comparable property differ from those appraised. The appraisal assumes the subject property possesses a fee simple title subject to typical public use and utility servitudes. The subject property encumbrances include, but are not limited to, apparent drainage servitudes along its northern, southern and eastern boundaries, an electric transmission line bisecting the property diagonally, and an electrical distribution line parallel to Airline Highway. The observed or reported servitudes encumber approximately 30% of the larger parcel's total area.

Natural and/or man-made drainage canals/ditches encumbered comparable properties similar to those that burden the subject. Additionally, Comparable LS-3 and 5 are burdened by pipeline rights-of-way similar to the electrical lines that encumber the subject. The percentage of the encumbered area of the comparable properties is relatively small, less than  $\pm 5\%$ , and without a measurable impact on their ability to function for their highest and best use. As a result, an adjustment for this factor appears warranted. Because of the limitations of the available data, a quantitative adjustment was not supported.

### **Financing Terms:**

The transaction price of one property may differ from that of an identical property due to different financial arrangements. All of the sales involved terms by which the seller received cash. None of the sales presented reportedly received non-market financing terms that require adjustment.

### **Conditions of Sale**

Adjustments for conditions of sale reflect the influence of non-market motivations of the parties to the transaction on the price. When non-market conditions exist, the appraisal must fully disclose the conditions and exercise particular care in its use. Conditions that may warrant exclusion or adjustment include purchasers and sellers acting under duress, purchases made as part of an assemblage, or sales where the parties are related. In this instance, all sales, except LS-5, were transacted under fair sale conditions. According to the purchaser's agent, recreational use was the primary motivation for purchasing LS-5. The purchaser intended to resell the developable area, and the sale included no measurable premium associated with the purchaser being an adjoining owner. Based on the reported motivation, no adjustment for this condition was warranted.

## **Expenditures Immediately After Purchase**

A knowledgeable buyer considers expenditures required upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include the cost to demolish and remove buildings, petition for a zoning change, or remediate environmental contamination. If the sale requires expenditures upon purchase, the sale is adjusted upward to compensate. None of the sales presented reportedly required expenditures for which an adjustment is necessary.

## **Market Conditions (time):**

Comparable sales, occurring under different market conditions than those existing as of the effective date of value, require adjustment. Adjustments are warranted when property values have appreciated or depreciated due to inflation or deflation or perceptions of the market have changed since comparable transacted. Over the period between the most dated sale and the appraisal's effective date, prices for most types of real estate have been increasing. The increase recognized, however, has not been linear or consistent over differing property types.

The available data did not allow for the extraction of reliable quantitative adjustments. However, the data does indicate properties with use profiles similar to the subject did see price increases though not significant or consistent, during the period between the most dated sale and the appraisal's effective date. In lieu of a quantitative adjustment, the analysis includes a qualitative upward adjustment for time and weights the most recent sales more heavily than older sales. This qualitative form of adjustment is considered more appropriate and reliable.

## **Location/Access/Exposure**

Adjustments may be required when a comparable property's location characteristics differ from the subject property's. A property's general location, access, and exposure are analyzed in relation to those of other properties. Although no locational characteristic is inherently desirable or undesirable, the data may show that the market recognizes one characteristic as better than, worse than, or equal to another.

**General Location:** Though located over several different Parishes, all the properties presented are in small suburban or rural areas. An analysis of the data does not indicate any measurable difference in price between the properties attributable to differences in their general location.

**Access:** All the comparable properties have direct access to a public road and are generally equal to the subject. Access to Comparable LS-2 was via a gravel paved right-of-way controlled by the Parish with a locked gate. The

purchaser's agent for sale L-2 reported that the quality of and limited access impacted the price paid for this tract. After allowing for differing property characteristics, comparing Comparable LS-1's direct access to Comparable LS-2's access indicates a significant adjustment for differences in access is warranted. An examination of several other paired sales indicates an adjustment for direct access vs. no access may warrant an adjustment of 25% or more of the unit price.

All the comparable properties possessed access equal to or slightly superior to the subject's, but the available data did not support an adjustment for the recognized differences. The available data indicated differences in access between the subject and Comparable LS-2 warranted an upward adjustment. However, again the limitation of the available data prevented the extraction of a reliable quantitative adjustment.

**Exposure** refers to the site's visibility related to traffic patterns and traffic counts. As previously stated, the subject's highest and best use is to hold for future development. The data does not indicate any particular likely future use or an expectation for the timing of any future development. Given these development characteristics and the probable use of the comparable properties, no adjustment for this factor is warranted.

## Physical Characteristics

The physical characteristics of comparable sites may differ in many ways. Each of these differences may require comparison and adjustment. Physical differences include site size, site condition, and overall functional utility.

**Size:** Generally, the market discounts the unit value of a larger site compared to an otherwise similar but smaller site. For example, a 20,000-square-foot site will typically sell for less on a unit basis than a similarly located and proportioned 10,000-square-foot site, all other things being equal. This difference is primarily attributable to the economic discount associated with buying in bulk. The sales presented in this analysis range in size from  $\pm 17$  to  $\pm 99$  acres. The limited data is not well suited to extracting a reliable quantitative adjustment. However, some adjustment is reasonable when the differences in size are significant. Considering the subject's likely use, minimal adjustment is warranted for the most significant variance in size within the data presented.

**Site Condition (clear & fill):** The subject is wooded and low with no known readily developable areas. Comparable LS-3 & 6 possess similar topography and warrant no adjustment. A downward qualitative adjustment to Comparable L-2 reflects its one-acre area that was cleared, filled, and ready for development at an estimated cost of \$25,000 to \$30,000. LS -1 was wooded at the time of sale but possessed a higher

elevation warranting a downward adjustment. A downward qualitative adjustment is also applied to comparable L-5 for the ±15 acres of cleared land at an estimated cost of \$70,000 (\$5,000/acre to clear).

**Functional Utility:** A site's function utility relates to its ability to accommodate uses that fulfill its "Highest and Best Use." While a site's shape or width-to-depth ratio may be critical in one type of use, it may not be significant under a different type of use. In this instance, the primary use for the subject and comparable properties is recreational and/or rural homesites which are not highly sensitive to this factor; therefore, no adjustment is warranted.

## **Use/Zoning**

The appraisal must address differences in the current use, zoning, and highest and best use of a comparable and the subject property. When a comparable property's current or highest and best use differs from the subject, the appraisal must determine if the comparable is appropriate and, if so, whether an adjustment is required. Differences in zoning or use do not always require adjustment, as many uses are allowed within multiple zoning classifications. In most cases, the intended use of a property is the most relevant issue. All the comparable properties except LS-64 had some portion of the property purchased for immediate development or subdivision for resale. A significant qualitative downward adjustment to Comparable LS-5 reflects the approximately 2-acre site of the larger property fronting Savanne Road and having a commercial highest and best use. According to the current listing broker, this commercial site has an estimated value of \$200,000 based on previous offers. Downward qualitative adjustments to Comparable LS-1, 2, and 3 reflect their more readily developable residential uses.

Comparable LS-6, according to the purchaser's agent, reported this property, like the subject, had no reasonable expectation of development in the foreseeable future. Therefore adjustment for this factor was not warranted.

## **Economic Characteristics**

Economic characteristics include all the attributes of a property that affect its ability to produce income. This element of comparison is usually applied to income-producing properties. As previously discussed, the available data does not suggest that the subject is traded based on its ability to produce income. The data does not support or indicate any adjustments are necessary for differences in economic characteristics.

## Non-Realty Components of Value

Non-realty components of value include FF&E, business concerns, or other items that do not constitute real property but are included in either the sale price of the comparable or the ownership interest in the subject property. These components are analyzed separately from the realty. None of the sales presented reportedly include any non-realty components.

### Summary of Adjustments

	Subject	L-1	L-2	L-3	L-5	L-6
Address	CC Road	River Road	533 Ridge Rd.	Diane Dr.	Savanne Road	LA Hwy 3127
Consideration		\$210,000	\$98,000.00	\$300,000.00	\$420,000	\$40,000
Area (acre)	89.5	17	17.95	41.15	99.514	18.7
Unit Price (\$/Acre)		\$12,353	\$5,460	\$7,290	\$4,221	\$2,139
Property Right	As Encumbered	(-)	(-)	(-)	(-)	(-)
Conditions of sale	typical	(=)	(=)	(=)	(=)	(=)
Market Conditions		(=)	(+)	(=)	(=)	(=)
Location	Average	(=)	(=)	(=)	(=)	(=)
Access	Average	(=)	(+)	(=)	(=)	(=)
Exposure	Average	(=)	(=)	(=)	(=)	(=)
Size	Average	(=)	(=)	(=)	(=)	(=)
Site Condition	Wooded/Low	(-)	(-)	(=)	(-)	(=)
Utility	Average	(=)	(=)	(=)	(=)	(=)
Use	Average	(-)	(-)	(-)	(-)	(=)
Net Adjustment		Significantly downward	Downward	Significantly downward	Significantly downward	Downward

### Reconciliation

The available data is not suited to the extraction of reliable quantitative adjustments. Therefore, the analysis relies on a qualitative adjustment process. Before adjustment, the indicated unit values ranged from \$2,139/acre to \$12,353/acre. The adjustment process narrows the indicated range. The adjustment grid shows the direction and the relative magnitude of the adjustments applied.

Sale L-6 establishes the lower end of the unadjusted range. This sale is the most recent, physically most similar to the subject, and requires the fewest adjustments. Though smaller in size, Sale L-6 is most similar to the subject in terms of use. After adjustment, the value indicated by this sale is something less than \$2,139/acre. This sale is given the most weight in the final reconciliation.

Before adjustment, Sale L-2 indicates a value toward the lower middle of the range. As the most dated, this sale warrants some, but minimal, upward adjustment. The road quality and condition complicate access to this site, making it inferior to the subject and warranting an upward adjustment. The upward adjustments are more than offset by the downward adjustment to account for this property's superior site conditions and the greater likelihood of development. After adjustment, Sale L-2 indicates a value of less than \$5,460/acre and similar to the value indicated by Sale L-6. This sale is given the second most weight in the final reconciliation.

Sale L-5 is significantly larger than the subject. Though mostly wooded, low, and with a speculative highest and best use, this property included two acres of commercial land ready for development. The purchaser valued the two-acre tract at \$200,000 and the remaining 97 acres at ±\$2,250/acre similar to the value indicated by sale L-6. After considering the other differences this sale indicates a value for subject of less than \$2,250/acre.

The remaining sales required significant downward adjustments to account for superior physical features and use characteristics. After adjustment these sales offered support for the indications of the other sales.

After consideration of the available data, the property's "as is" fee simple market value totals \$2,500/acre. The value of the larger parcel before the acquisition is calculated as follows;

**32.4 Acres x \$2,500/acre = \$81,000.00**

**Or**

**Eighty-One Thousand Dollars.**

**VALUATION ANALYSIS AND CONCLUSIONS  
PART ACQUIRED**

**The Subject Site** (Part to be Acquired):

**Site Details:**

<b>Area</b>	Parcel B -3 – 1.501
<b>Dimensions</b>	Parcel B -3 – Irregular
<b>Shape</b>	Parcel B -3 – Irregular Quadrilateral
<b>Topography</b>	Generally, wooded and low.
<b>Soil Condition</b>	Soil conditions are typical of the area. The United States Department of Agriculture identified the soils as hydric and typical of wetland property. Development may require mucking and using Geotech materials in some areas of the property.
<b>Flood Zone</b>	“AE” – Panel A 22089C0075D; A special flood hazard area

**Access:** The subject has no direct public or private access.

**Zoning:** C-3

**Encumbrances/Easements:** Parcel B -3 – A drainage servitude containing 0.762 acres encumbers approximately 50% of the total area of the parcel.

**Utilities:**

<b>Electricity</b>	Public (Entergy)
<b>Gas</b>	Public (Atmos)
<b>Water</b>	Public
<b>Sewerage</b>	Private

Only water and electricity are directly available at the site.

**Property Rights:**

The property rights proposed for acquisition include those necessary for perpetual pump station servitude allowing the acquiring party to locate, construct, maintain, repair, operate, patrol, and replace the public utility improvements; reserving to the owners, their heirs, and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude, and easement; subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.



**Conclusions:**

The subject property consists of a single tract of land identified as parcel B-3. This parcel cannot function as a separate economic unit from the larger parcel. When considering the parcel, its highest and best use is assemblage with the larger parcel.

## **Land Valuation**

In appraising for public purpose acquisitions, the fee simple unit value of the proposed acquisition parcel is held to equal the fee simple unit value of the larger parcel. This theory is rooted in the concept that the contributory value of the individual unit is equal to the average attributed to the larger parcel.

The acquisition is a perpetual public utility/pump station servitude constituting something less than the fee simple rights. While the acquisition does not include all the property rights, the area encumbered by the servitude has limited remaining utility, primarily as inaccessible green space. The analysis relies upon a survey of market participants and reviews market transactions of properties similarly encumbered to determine the servitude's impact. The market transactions support the general market perception of the servitude's impact on the fee simple value. Based on these findings, the servitude rights proposed for acquisition are determined to represent 99% of the property's fee simple value.

### **Adjustment and Valuation Calculations:**

The fee simple "before value" recognizes the impacts of typical public use and utility encumbrances that do not materially impact the property's functionality. The percentage of the encumbered area of the proposed acquisition parcels is beyond typical and exceeds 50% of the total parcel area. Logically, an encumbered area's use is limited, and its contributory value is less than a similar but unencumbered area. The available data is not suited to the extraction of an adjustment appropriate to identify the differences between the unencumbered and encumbered areas of the subject sites. The appraisal, therefore, considered other market data to develop an appropriate allocation of value for the encumbered area. The relevant data includes survey responses from market participants, general trend data, and limited paired sale analyses. The data indicates that the area encumbered by the existing drainage canal and utility line servitude ranges from 40% to 50% of the fee value of adjoining properties. Relying on this data, the value of encumbered areas is estimated to be 50% of the fee value of the adjacent unencumbered area.

Based on the above, the indicated value of the acquisition parcels is calculated as follows;

Property ID	Size (acres)	Fee Simple Price/Acre	Rights Available	Rights Acquired	Total
<b>Parcel B-3</b>					
Fee Simple	0.739 X	\$2,500.00 X	100% X	99% =	\$1,847.50
Encumbered	<u>0.762 X</u>	\$2,500.00 X	50% X	99%	<u>\$ 952.50</u>
Total	1.501				\$2,800.00

The Fair Market Value of the perpetual pump station servitude rights as is and as of February 26, 2023, for Parcel B -3 is;

**\$2,800.00**  
**Twenty-Eight Hundred Dollars and No Cents**

**Estimate of Severance Damages:**

The proposed servitudes are near the larger parcel’s southeastern corner. After the acquisition, the acquisition parcels have limited to no functionality for the current recreational use or the likely alternative use, rural residential. The highest and best use and functionality utility of the areas of the remaining parcel not burdened by the proposed servitude are unimpacted.

In recognizing the proposed servitude's impact on the remaining parcels' value, the appraisal estimates the areas burdened by the pump station servitude to contribute nominally, estimated at 1% of its before-acquisition value to the remainder parcel value. The value of the remainder parcel is estimated as follows;

Property ID	Size (acres)	Fee Simple Price/Acre	Rights Available	Total
<b>Remainder Parcel</b>				
Fee Simple	30.879	X \$2,500.00	X 100%	= 77,197.50
Encumbered	<u>1.501</u>	X \$2,500.00	X 1%	= <u>\$37.52</u>
<b>Total</b>	<b>32.380</b>			<b>\$77,235.02</b>

A comparison of the before and after acquisition values, allowing for the value of the acquisition parcel, identifies and measures severance damages if they exist. The following details the before and after comparison;

Property ID	Total
<b>Market Value of Larger Parcel Before</b>	\$80,950.00
<b>Less Market Value of Acquisition Parcel</b>	<u>\$2,800.00</u>
<b>Implied Value of Remainder</b>	\$78,150.00
<b>Less Market Value of Remainder</b>	<u>\$77,235.02</u>
<b>Damages</b>	\$914.98

## Summary of Just Compensation Estimate

After consideration of the available data and analyses completed, the estimated just compensation for the proposed acquisition as of February 26, 2023, is as follows;

<b>Value of Property Rights within the Acquisition Area</b>	\$2,800.00
<b>Value of improvement within the Acquisition Area</b>	\$0.00
<b>Severance Damages</b>	\$ 914.98
<b>Additional Compensation</b>	\$0.00
<b>Recommended Compensation for the Property Rights Acquired</b>	\$3,714.98

## **ADDENDA**

Legal Description of the Subject Property

Subject Photographs

Project Maps

Flood Zone Map

Zoning Map

Detailed Comparable Data

Notice to Owner

Engagement Letter

Qualifications of the Appraiser

## Legal Description

Property Description For  
Montz 340 CFS Pump Station  
Proposed Servitude B-3

A certain tract of land, located in Sections 49 & 50, T12S-R8E, in St. Charles Parish, Louisiana,

Commencing at a set 5/8" iron rod on the intersection of the eastern right of way of Louisiana Highway 628 and the northern property corner of Proposed Servitude B-2; thence at a bearing of N 20°50'12" W a distance of 125.86' to a point; thence at a bearing of N 57°05'40" W a distance of 194.50' to a point; said point being the POINT OF BEGINNING; thence at a bearing of S 36°26'06" W a distance of 239.30' to a point; thence at a bearing of S 36°25'54" W a distance of 120.83' to a point; thence at a bearing of N 52°26'23" W a distance of 297.56' to a point; thence at a bearing of N 35°42'27" E a distance of 78.25' to a point; thence at a bearing of N 83°40'19" E a distance of 406.57' to the POINT OF BEGINNING.

Said parcel is more fully shown as Proposed Servitude B-3 on a map by GIS Engineering, LLC, entitled "SURVEY OF SERVITUDE B-1, B-2, & B-3 MONTZ 340 CFS PUMP STATION LOCATED IN SECTIONS 49 & 50, T12S-R8E ST. CHARLES PARISH, LOUISIANA" dated January 3, 2023, Said tract of land contains 65,384.12 square feet or 1.501 acres.



*Gregory J. Plaisance* 1/6/23

**Subject Photographs**



Looking North from L & A Railroad  
(Eastern boundary of Larger Parcel)



Looking West along L & A Railroad  
(Southern boundary of Larger Parcel)



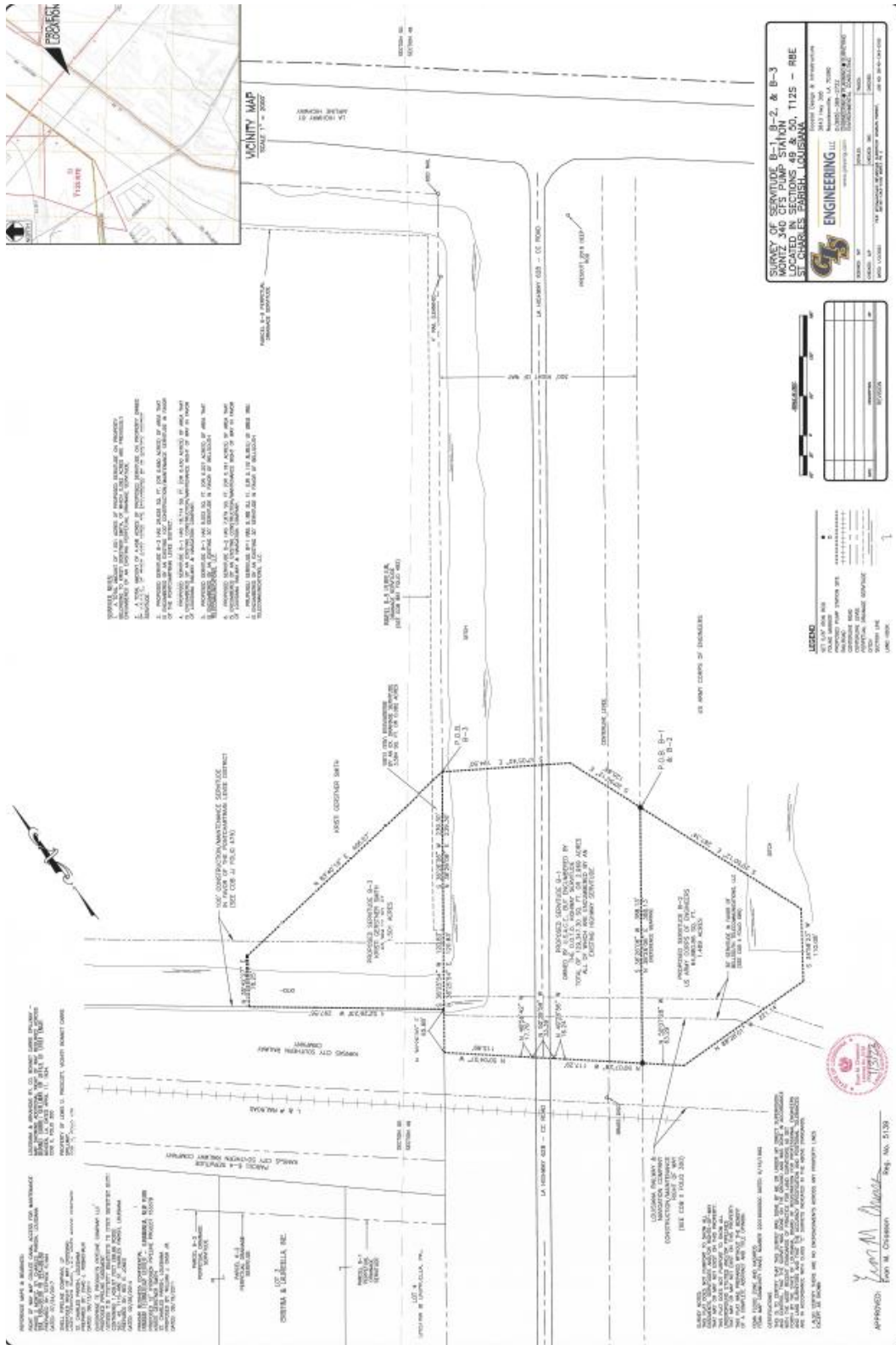


Looking Northwest from the Northeastern boundary of the larger parcel

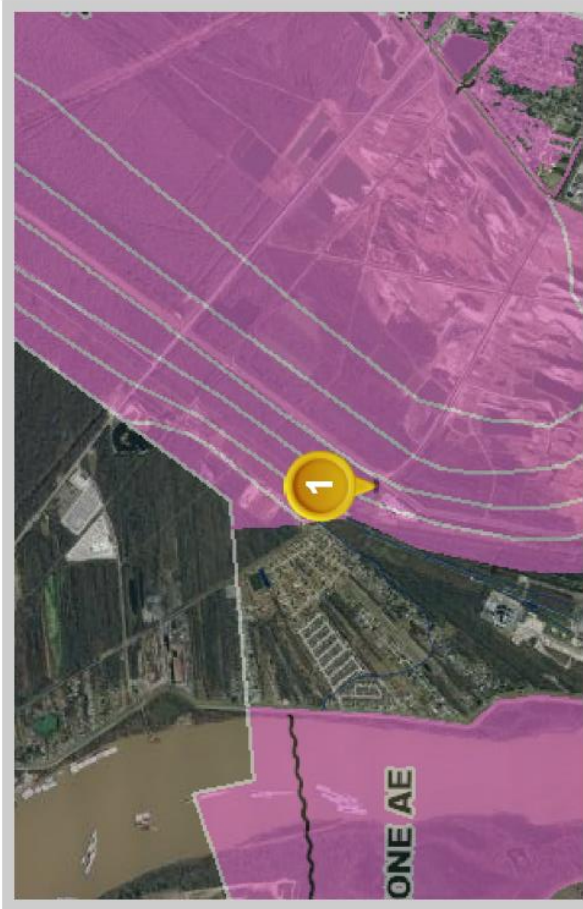


Looking South along Western boundary of Parcel B-3

# Site Survey



# Flood Zone Map



## Visible Layers

Preliminary FIRM
Bing Aerial

## Point Coordinates

Point #	Lat., Long.
1	30.0222, -90.4488

Flood information in this table is from the: Preliminary FIRM

Point	Panel ID	Flood Zone	BFE	Ground Elevation	LOMR
1	22089C0075D 11/09/12	AE, EL 9	9	8.5	N/A

# Zoning Map



## Detailed Comparable Data



### Property Identification

<b>Location:</b>	17660 River Road, Montz		
<b>Parish:</b>	St. Charles	<b>Tax ID/APN:</b>	61230000010
<b>Market Type:</b>	Rural		

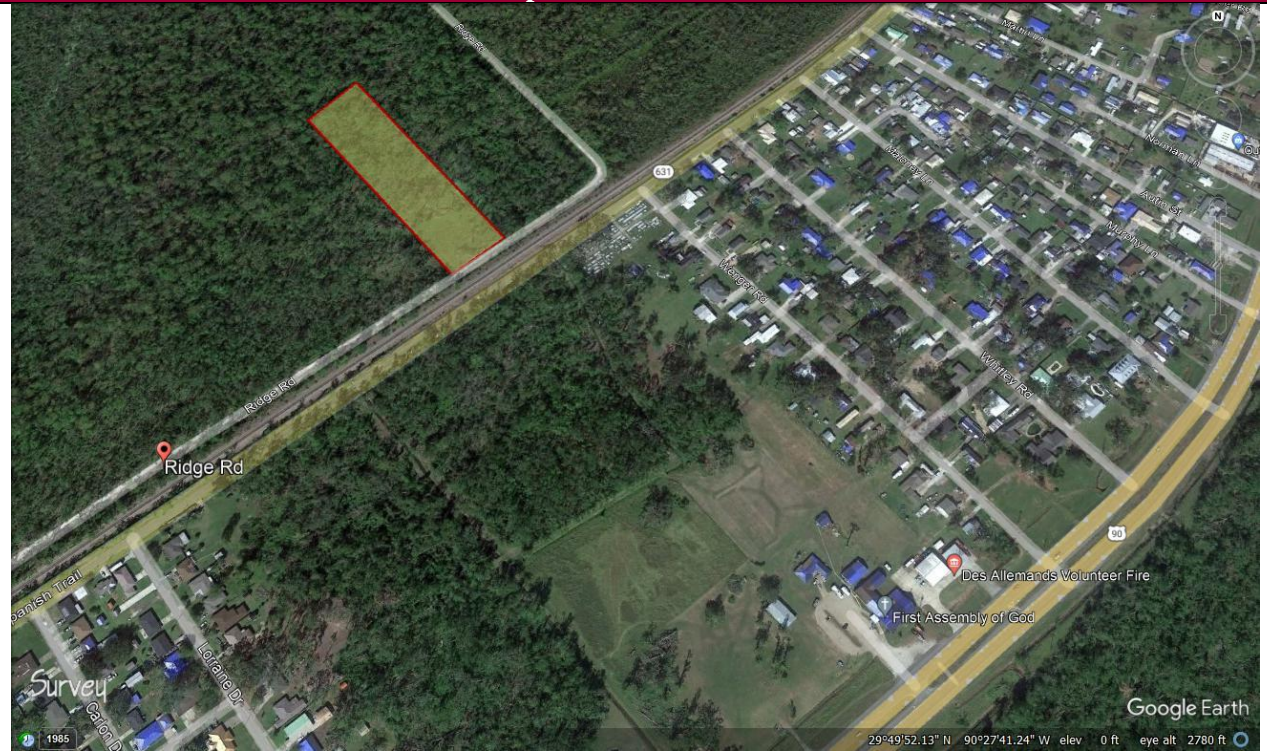
### Property Data:

<b>Frontage/Width (LF)</b>	±96'	<b>Depth: (LF)</b>	±7,680'	
<b>Shape</b>	Rectangular	<b>Topography:</b>	Wooded/Low at rear	
<b>Zoning:</b>	R-1AM/OL/B2		<b>Flood Zone:</b>	X & A
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	17	Typical	Unk	±5
<b>Square Feet</b>	740,520	Typical	Unk	±217,800

<b>Property Remarks:</b>	The site fronts the Mississippi River. The batture lands total 5.5 of the site's 17 acres. Various features (location, water speed, and depth) limited the batture's appeal to most commercial marine users. The site narrows from front to rear, having a rear width of ±30'. Ground elevation falls from front to rear.
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Comparable Sale Id – LS 1 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	12/23/20	<b>Recordation:</b>	445107
<b>Vendor:</b>	Est. of Robert Jones		
<b>Vendee:</b>	Tonya E. Bergeron		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$210,000		\$210,000
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$12,352.94	\$0.28	N/A
<b>Verification:</b>	Tonya Bergeron, Purchaser 504-305-4930		
<b>Transaction Remarks:</b>	The property was on the market for 2.5 years. The purchaser intended to build a personal residence on the 5 acres fronting River Road. The balance of the property was intended for recreational use. The purchaser gave no measurable consideration for the bature.		

**Comparable Sale Id – LS 2**



**Property Identification**

<b>Location:</b>	533 Ridge Road, Des Allemands, LA		
	The property fronts the gravel-paved Ridge Road east of the access control gate.		
<b>Parish:</b>	St. Charles	<b>Tax ID/APN:</b>	Unk
<b>Market Type:</b>	Rural		

**Property Data:**

<b>Frontage/Width (LF)</b>	±432'	<b>Depth: (LF)</b>	±1,800	
<b>Shape</b>	Rectangular	<b>Topography:</b>	Mostly Wood/Low/Part Wet	
<b>Zoning:</b>	OL – Open Land		<b>Flood Zone:</b>	AE-4
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	17.95	Typical	Unknown	Unknown
<b>Square Feet</b>	781,902	Typical	Unknown	Unknown

<b>Property Remarks:</b>	<p>Ridge Road provides access to this mostly rectangular-shaped parcel. Ridge road is a gated, limited-access road maintained by the Parish. The purchaser's agent reports that the front ±1 acre was cleared and partially filled. Purchaser reportedly believed wetland areas to meander through the remainder of the site. According to the National Wetland Inventory, the site is 100% wet.</p> <p>The variance required for construction was approved prior to sale. Public water and electricity were at the site.</p>
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Comparable Sale Id – LS 2 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	11/30/2017	<b>Recordation:</b>	428839
<b>Vendor:</b>	Rory P. Comardelle, et ux.		
<b>Vendee:</b>	Gregory Matherne, et ux.		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$98,000		\$98,000
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$5,460	\$0.125	N/A
<b>Verification:</b>	Ingrid Fonseca 504-416-6046		
<b>Transaction Remarks:</b>	The purchaser reportedly acquired the site to build a personal residence, with the remainder of the site for recreational purposes.		



Comparable Sale Id – LS 3



Property Identification

<b>Location:</b>	618 Diane Dr., Luling LA		
	The property is south and west of Lagatuda Estates		
<b>Parish:</b>	St. Charles	<b>Tax ID/APN:</b>	710600503061
<b>Market Type:</b>	Small Suburban		

Property Data:

<b>Frontage/Width (LF)</b>	Irregular	<b>Depth: (LF)</b>	Irregular	
<b>Shape</b>	Irregular	<b>Topography:</b>	Wooded/mostly wet	
<b>Zoning:</b>	Single-Family Res (A-1)		<b>Flood Zone:</b>	AE-4
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	41.15	Typical	±37	±4
<b>Square Feet</b>	1,792,492		1,611,720	172,240

<b>Property Remarks:</b>	This is an irregularly shaped parcel. Access is available from the end of Diane Dr. and Terri Dr. A wetland delineation found ±4 acres as upland and the remainder as wet. The upland area was concentrated at the end of Diane and Terri Dr.
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Comparable Sale Id – LS 3 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	02/15/21	<b>Recordation:</b>	Entry # 456311
<b>Vendor:</b>	Wade D. Hooper, et al.		
<b>Vendee:</b>	Brennen Friloux, et al.		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$300,000		\$285,172
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$7,290	\$0.17	N/A
<b>Verification:</b>	Kourtine Donnaud, Purchaser 985-308-1911		
<b>Transaction Remarks:</b>	The property was reportedly acquired as a residential homesite with a large recreational area. The C.E. Price reflects that the seller paid closing costs of \$14,828.		

**Comparable Sale Id – LS 4**



**Property Identification**

<b>Location:</b>	LA Highway 42, Prairieville, LA		
	The property is located across LA 42 from Amite Acres.		
<b>Parish:</b>	Ascension	<b>Tax ID/APN:</b>	6506800
<b>Market Type:</b>	Rural		

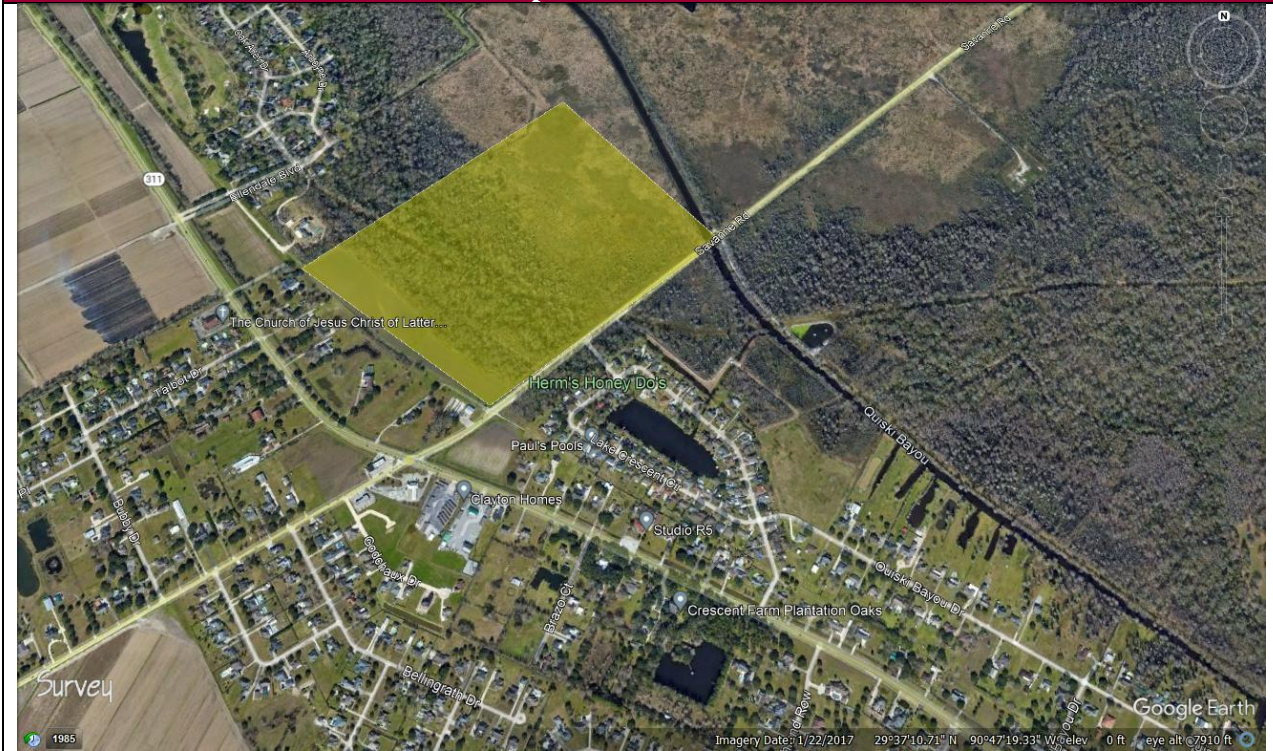
**Property Data:**

<b>Frontage/Width (LF)</b>	±1,300'	<b>Depth: (LF)</b>	±3,360'	
<b>Shape</b>	Irregular	<b>Topography:</b>	Wooded/Low/Wet	
<b>Zoning:</b>	Conservation		<b>Flood Zone:</b>	AE-4
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	86.96	89.6	86.96	0
<b>Square Feet</b>	3,787,9778	3,787,9778	3,787,9778	0

<b>Property Remarks:</b>	This irregularly shaped parcel is accessed via its extensive frontage along LA 42. The property is in a designated floodway allowing mineral mining and agricultural or recreational uses. Only minor recreational-related improvements, such as an elevated camp, are allowed.
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Comparable Sale Id – LS 4 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	2/24/20	<b>Recordation:</b>	Entry # 988686
<b>Vendor:</b>	Romero And Dugal Properties, LLC		
<b>Vendee:</b>	Kent Christopher		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$113,000		\$113,000
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$1,299.45	\$0.03	N/A
<b>Verification:</b>	Scot Guidry, Broker 225-405-9400		
<b>Transaction Remarks:</b>	The purchaser reportedly acquired the property for recreational use.		

**Comparable Sale Id – LS 5**



**Property Identification**

<b>Location:</b>	Savanne Road		
	The property fronts Savanne Road ±700' east of its intersection with LA 311.		
<b>Parish:</b>	Terrebonne	<b>Tax ID/APN:</b>	72102
<b>Market Type:</b>	Rural		

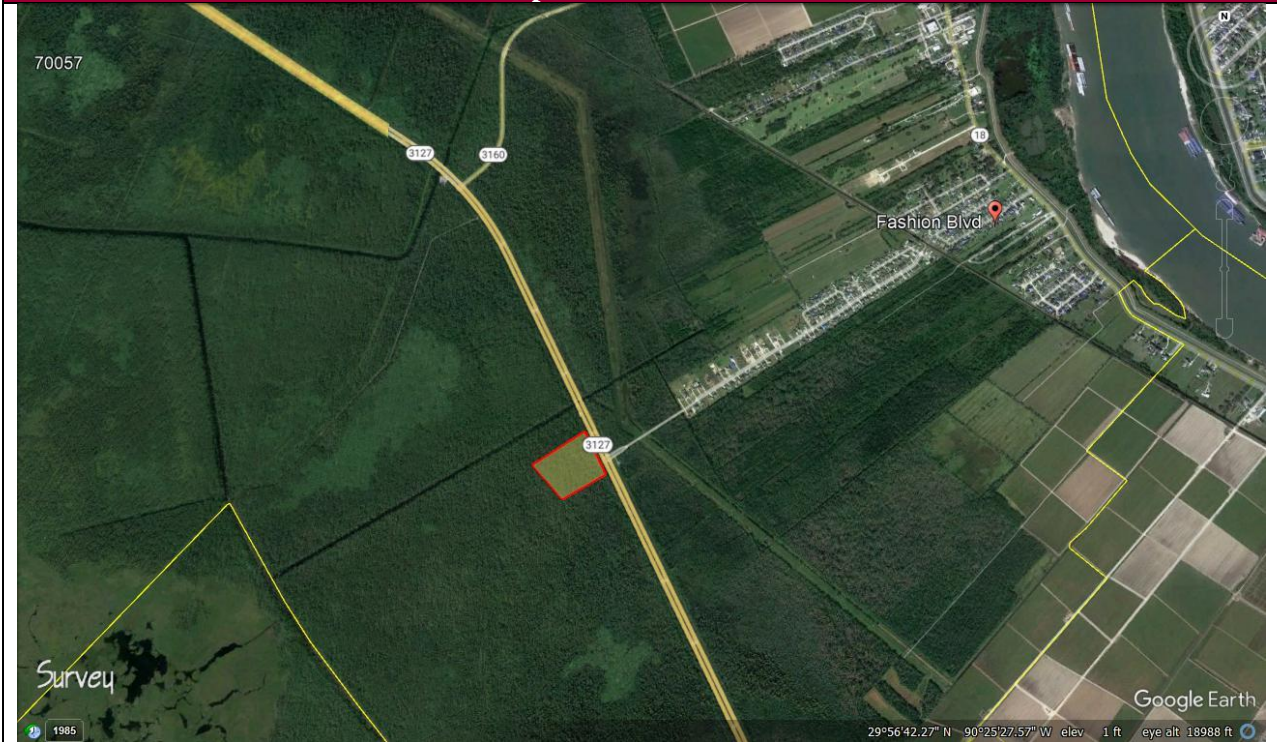
**Property Data:**

<b>Frontage/Width (LF)</b>	±2,300	<b>Depth: (LF)</b>	±1,950	
<b>Shape</b>	Rectangular	<b>Topography:</b>	Part wooded/Low/Wet	
<b>Zoning:</b>	None		<b>Flood Zone:</b>	X & AE
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	±99.514	±1.63	±84.514	±15
<b>Square Feet</b>	±4,334,830	±71,200	±4,263,630	±666,904

**Property Remarks:** This mostly rectangular-shaped parcel is accessed via its extensive frontage along Savanne Road. A formal wetland delineation was unavailable for review. The purchaser's agent reports ±15 acres were upland and previously farmed, ±25 acres were wooded and possibly mixed wet and non-wet, and the remainder was wet. A 20' wide pipeline bisects the property through the wooded area.

Comparable Sale Id – LS 5 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	8/11/22	<b>Recordation:</b>	1656418
<b>Vendor:</b>	Crescent Farms Plantation, LLC		
<b>Vendee:</b>	P & K Danos Holdings, LLC		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$420,000		\$420,000
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$4,220.51	\$0.096	N/A
<b>Verification:</b>	Hank Babin, Broker 985-872-4597		
<b>Transaction Remarks:</b>	The purchaser was an adjoining owner. The purchaser acquired, speculating on selling the upland property to return all or nearly all the investment. The purchaser acquired the wet wooded property for recreational use and to control activity around the adjoining residence.		

**Comparable Sale Id – LS 6**



**Property Identification**

<b>Location:</b>	1945 LA Hwy 3127		
	The property is across from Fashion Blvd.		
<b>Parish:</b>	St. Charles	<b>Tax ID/APN:</b>	15510
<b>Market Type:</b>	Rural		

**Property Data:**

<b>Frontage/Width (LF)</b>	±813	<b>Depth: (LF)</b>	±950	
<b>Shape</b>	Rectangular	<b>Topography:</b>	Wooded/Low/Wet	
<b>Zoning:</b>	Open Land (OL)		<b>Flood Zone:</b>	AE
<b>Size:</b>	<b>Total</b>	<b>Encumbered</b>	<b>Wet</b>	<b>Useable</b>
<b>Acre(s)</b>	±18.70		±18.7	±
<b>Square Feet</b>	±814,572	±	±814,572	±

<b>Property Remarks:</b>	This mostly rectangular-shaped parcel is accessed via its extensive frontage along LA Highway 3127. A formal wetland delineation was unavailable for review. The purchaser’s agent reports the site was believed to consist of all wetland property.
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Comparable Sale Id – LS 6 - Continued			
Transaction Data			
<b>Transaction Type:</b>	Cash Sale	<b>Conditions:</b>	Fair Sale
<b>Transaction Date:</b>	1/26/23	<b>Recordation:</b>	473144
<b>Vendor:</b>	Fashion Plantation Estates, LLC		
<b>Vendee:</b>	Birdie Bee, LLC		
<b>Transaction Amount:</b>	<b>Reported</b>		<b>Cash Equivalent Price</b>
	\$40,000		\$40,000
<b>Unit Price:</b>	\$/Acre	\$/SF	\$/FF
	\$2,139.04	\$0.049	N/A
<b>Verification:</b>	Melissa Friloux, Broker 985-308-19117		
<b>Transaction Remarks:</b>	The purchaser reportedly acquired the property as a speculative investment.		



## Notice Letter

A.R.E. Real Estate Services  
7A Storehouse Lane  
Destrehan, La 70047

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February 9, 2023

Kristi Gerstner Smith  
P.O. Box 1216  
Madison, CT 06443

Re: A proposed servitude over lands owned by Kristi Gerstner Smith and described as Lot 6 Prescott Property Subdivision and 4 Arpents of land fronting the L & A Railroad, and identified as Parcel B-3, St. Charles Parish Public Works Project #P210404, Montz Pump Station Phase 1, Montz, St. Charles Parish, Louisiana.

Dear Ms. Smith:

St. Charles Parish is interested in acquiring a permanent servitude across the above-referenced parcels of land identified under your ownership. The proposed servitude is necessary for a public project. This servitude provides the rights needed for access, improvement, and maintenance of the Montz wastewater system pump station 1.

The Parish has engaged my office to provide appraisals for the proposed acquisition. As part of the appraisal process, I intend to conduct a site visit within the next two weeks. While your presence at the site visit is not required, it is preferred. If you or your representative want to be present, please contact me at 504-512-2170.

Enclosed is a map identifying and illustrating the proposed servitude and a description of the parcel sought. You may submit any information you wish considered as part of the valuation process at the time of the site visit or via email to [Ben@areservices.com](mailto:Ben@areservices.com).

As the appraiser, I may discuss the appraisal process but not any analysis details. Once completed, we will forward the appraisal report to St. Charles Parish. A Parish representative will contact you regarding the acquisition process and any offers.

Respectfully,



Bennet E. Oubre, MAI, AI-GRS  
Louisiana Certified Real Estate Appraiser #G232

Enclosure: Map, Servitude description  
cc: Leslie-Johns Ray – C/O Civix Inc.  
Carl Little – C/O Hand, Holmes, Pille & Mathes, LLC

Engagement Letter



MATTHEW JEWELL  
PARISH PRESIDENT

MILES BINGHAM, P.E.  
DIRECTOR

ST. CHARLES PARISH  
PUBLIC WORKS

January 12, 2023

Bennet E. Oubre, MAI, AI-GRS  
A.R.E. Real Estate Services  
7A Storehouse Lane  
Destrehan, Louisiana 70047

**RE: Authorization to Proceed with Appraisals  
Montz Pump Stations Phase I  
Parish Project No. P210404  
St. Charles Parish, Louisiana**

Dear Mr. Oubre,

Please allow this letter to serve as your notice to proceed for furnishing appraisal reports in connection with the above-referenced project, per your proposal letter dated January 11, 2023 and enclosed herein. The appraisal reports need to be prepared in accordance with the Uniform Standards for Professional Appraisal Practice (USPAP). Two (2) appraisal reports need to be furnished on the following parcels for a **total lump sum fee of \$7,000.00**.

Owner	*Servitude Parcel No.	Appraisal Format	Fee
Cristina & Lauricella, Inc.	A-3, A-4	Before & After	\$3,500.00
Kristi Gerstner Smith	B-3	Before & After	\$3,500.00
<b>Total Lump Sum Fee:</b>			<b>\$7,000.00</b>

\*Note: Servitude parcel numbers are taken from survey prepared by GIS Engineering LLC.

For those multiple parcels grouped together under one ownership, one appraisal report should be provided covering all parcels required for the project.

To facilitate preparation of the appraisal reports, the following documents have been provided:

- 1) Survey prepared by GIS Engineering LLC
- 2) Legal Descriptions of Required Servitudes
- 3) Limited Abstracts of Title

Authorization to Proceed  
Montz Pump Stations Phase I  
Parish Project No. P210404  
January 12, 2023  
Page 2

4) Landowner Contact Information Spreadsheet

Both reports should be submitted electronically beginning as soon as possible, but no later than 60 days from the date of this Authorization to Proceed. Appraisals are to be coordinated with Leslie-Johns Ray of Civix. Leslie-Johns can be contacted at (504) 304-0705 or [ljoy@gocivix.com](mailto:ljoy@gocivix.com).

Invoicing should reference the project name and parish project number and include a copy of this authorization letter. To ensure timely payment for your services, please mail one (1) hard copy of your invoice and all other billing correspondence to the following address:

Attn: Brad Berthelot  
Department of Public Works  
100 River Oaks Dr.  
Destrehan, LA 70047

We appreciate your effort and dedication in meeting the delivery schedule and look forward to working with you on this project. Should you have any questions regarding this Authorization to Proceed, please feel free to contact me Monday – Friday 8:00am – 4:00pm.

Sincerely,



Sam Scholle  
Levee Projects Manager

Enclosures

cc: Sam Scholle, Senior Project Manager, St. Charles Parish  
Brad Berthelot, Public Works Financial Officer, St. Charles Parish  
Leslie-Johns Ray, Senior Project Manager, Civix

## QUALIFICATIONS OF BENNET E. OUBRE, MAI, AI-GRS

<b>College Education:</b>	<b>UNIVERSITY OF NEW ORLEANS</b> Bachelor of Science in Finance: Real Estate Option – 12/87
<b>Professional Affiliations:</b>	Designated Member – MAI; AI-GRS Appraisal Institute Member: National Association of Realtors Member: Louisiana Realtors Association (Past State Director, Regional V.P.) Member: New Orleans Metropolitan Association of Realtors Member: Greater Baton Rouge Board of Realtors
<b>Course Work/ Examinations:</b>	<b><u>University of New Orleans</u></b>  Real Estate Appraising Residential Appraising Income Property Appraisal Real Estate Finance Quantitative Analysis and Statistical Modeling  <b><u>American Institute of Real Estate Appraisers/Appraisal Institute</u></b>  8-1 Real Estate Appraisal Principles (1/88) 8-2 Residential Valuation (1/88) 1BA Capitalization Theory & Techniques, Part A (8/91) 510 Advanced Income Capitalization (10/93) 520 Highest and Best Use and Market Analysis (10/04) 530 Advanced Sales and Cost (2/06) 540 Report Writing and Valuation Analysis (2/09) 550 Advanced Application (5/10) Review Theory – General (7/14) Condemnation Appraising Principles and Applications (10/15) Review Case studies – General (5/16)
<b>Seminars:</b>	<b><u>Appraisal Institute (Partial Listing):</u></b>  Evaluating Commercial Leases (2/23) Conservation Easement Valuation 2022 Update (9/22) Practical Applications of Fundamental Analysis (8/22) Appraising Automobile Dealerships (07/22) 2022-23 Uniformed Standards of Professional Appraisal Practice (06/22) Residential Sales Comparison Approach (11/20) Eminent Domain and Condemnation (07/2020) Uniform Appraisal Standards for Federal Land acquisitions (07/2020) Appraising Convenience Stores (10/18) Advanced Spreadsheet Modeling for Valuation (8/2013) Complex Litigation Appraisal Case Studies (04/13) Self-Storage Economics and Appraisal (01/06) Valuation of Detrimental Conditions (10/05) Case Studies in Commercial Highest and Best Use (10/03) Partial Interest Valuation (03/01) Easement Valuation (10/96) Subdivision Analysis Condemnation Valuation Right-of-Way and Litigation

**Seminars (cont.):**

**non-Institute (partial listing):**

Train the Trained – Investment Property & Property Management (11/20)  
Land Use Planning and Eminent Domain in Louisiana (12/06)  
Principals of Real Estate Engineering (IRWA 10/07)

**Experience:  
Present)**

**Residential/Commercial Appraiser – A.R.E. Real Estate (1983 –**

Louisiana Certified General Real Estate Appraiser – LA #G232 (1990)  
Licensed Real Estate Agent (1983 – 1988)  
Licensed Real Estate Broker (1988 – Present)  
A.R.E. Real Estate Services (President - Senior Appraiser)  
The Value Experts, LLC (Manager – Compliance Officer)  
Louisiana Real Estate Appraisal Board (Member)

**Partial List of Assignments:**

Residential property; Commercial properties (Vacant land, Professional office; Strip Shopping Centers; Department Stores; Service Stations; Health Club; Hotel & Motels (50+ rooms); Mini Warehouse); Industrial Properties (Vacant land; Light & Heavy Industrial Buildings); Residential & Commercial subdivision developments; Special Use Properties (Batture tracts; Industrial boat slip; Lay Berth facilities; Sand mining; Clay mining; Golf Course; Churches, Historic properties).

**Non-Appraisal Assignments:**

Consulting for & developing residential & commercial subdivisions, residential buildings, professional offices, and shopping centers; Consulting for wetland & zoning permitting; Litigation consulting.

**Litigation Assignments:**

Appraisal of pipeline rights-of-way for corporate clients and landowners; Appraisal of utility rights-of-way for corporate clients, governmental authorities, and landowners; Appraisal and Appraisal review of public road rights-of-ways for governmental authorities and landowners.

**Accepted and Approved By: (partial listing)**

<b>Public:</b>	<b>Financial:</b>	<b>Other;</b>	<b>Legal:</b>
U.S. Bankruptcy Court	B.B. & T. Bank	Entergy	Chaisson & Chaisson
Louisiana Judicial Districts (17, 19,23,24,29, 32, 34, 40 and CDC)	Banc One	Koch Pipeline	Forman Watkins & Krutz
U.S District Court -Eastern District LA	Capital One Bank	Marathon Oil	Jones Walker
Louisiana Dept. of Natural Resources	Chase Bank	Shell Oil	Kean- Miller
Louisiana Facility & Control	First American Bank	Texas Brine	Lemon Law Firm
Ascension Parish (Public Works)	First National Bank USA	Williams Com.	Liskow & Lewis
St. Charles Parish (Various Divisions)	Gulf Coast Bank	ARTCO	Phelps Dunbar
St. James Parish (Various Divisions)	Whitney Hancock Bank	CGB Marine	Sher Garner Richter
St. John Parish (Various Divisions)	Omni Bank		Smith & Fawer
LA Department of Transportation	Regions Bank		Taylor Porter
North Lafourche Levee Dist.			
Port of Lafourche			
Port of South Louisiana			
St. Bernard Port & Harbor District			

**Court Appearances:**

<b>Case File Name:</b>	<b>District:</b>	<b>Docket#:</b>	<b>Date:</b>
Monteleone v. NOAB	29 <sup>th</sup>	72824	March 2013
St. Bernard Harbor v. Violet Port Dock	34 <sup>th</sup> Div. "E"	116860	August 2013
Becky Williams et al. v. Platinum Foam & Coating LLC	23 <sup>rd</sup> Div. "E"	99291	July 2014
South Lafourche Levee District v Chad Jarreau	17 <sup>th</sup> Div. "B"	117693	September 2014
City of Baton Rouge v. The Vehard Trust	19 <sup>th</sup> Div. 23	C574842	November 2014
Terrebonne Parish Consolidated Government v Richard Diane Sanchez et al v. Texas Brine, LLC et al.	32 <sup>nd</sup> Div. A US District Court - Eastern District of LA	166735 2:13-Cv-05227	January 2015 December 2019
St. Charles Parish v Martha Malone, et al.	29 <sup>th</sup>		July 2020
<b>Deposition Only</b>			
LA CPRA. v Gulf Wave Oyster	Administrative Law	27935-00	September 2015
Jan M. Villemarette, D.D.S. v Joseph Boudreaux	32 <sup>nd</sup> Div "E"	171614	December 2017
LOOP LLC v. Exxon Mobile Corp & Shell Oil Company	17 <sup>th</sup> Div. "A"	13889	December 2021
Crosstex Energy Services et al. v. Texas Brine Company, LLC	23 <sup>rd</sup> Div "ad hoc"	34202	June 2022
LA DOTD v. Bruce David Cox, at ux	22 <sup>nd</sup> Div "H"	2017-13736	July 2022

**Compensation:**

Professional analysis and consulting - \$400/hour  
Required Testimony - \$400/hour with an 8-hour minimum.  
Travel – IRS mileage + other travel-related expenses



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0102    **Version:** 1    **Name:** O-L to M-1; Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on survey by J.C. Lovell dated Oct. 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as req. by Brandt Dufrene behalf of One Mile, LLC

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

**File created:** 4/24/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0102 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0102 Minutes](#)  
[2023-0102 Staff Report](#)  
[2023-0102 Survey](#)  
[2023-0102 AERIAL](#)  
[2023-0102 ZONING](#)  
[2023-0102 FLUM](#)  
[2023-0102 Application.pdf 1](#)

Date	Ver.	Action By	Action	Result
4/24/2023	1	Parish Council		
4/24/2023	1	Parish President	Introduced	
4/13/2023	1	Planning Commission	Recommended	Approval
4/13/2023	1	Department of Planning & Zoning	Recommended	Approval
3/7/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-5-R requested by Brandt Dufrene for One Mile, LLC for a change of zoning from O-L to M-1 on Lots 526, 527, 528, 529, Sunset Drainage District, 837 Highway 306 (Bayou Gauche Road), Paradis. Council District 4.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.



**2023-5-R requested by Brandt Dufrene for One Mile, LLC for a change of zoning from O-L to M-1 on Lots 526, 527, 528, 529, Sunset Drainage District, 837 Highway 306 (Bayou Gauche Road), Paradis. Council District 4.**

**Chris Welker** -Yes this is a zoning request from OL to M1, light industrial. The department found the request meets two of three rezoning guidelines which would allow us to recommend approval. To summarize those guidelines, it does not meet the first guideline because it would be considered a spot zone there's no other industrial zoning in that area or immediate area so for that reason it doesn't meet the first guideline. We found it meets the second guideline because we found the M1 zoning to be a reasonable request for the property the area is on Bayou Gauche Road between Paradis and Bayou Gauche that stretch is sparsely developed there's a handful once you get passed the main development in Paradis there's sparse residential development most of it's open, agricultural land used for cattle grazing or not really used for anything because it's wetland mitigation area so because the development there is relatively sparse there's not really any residential development pressure that would fit in the current OL there is not really any reason for it to be commercial at any point because that's going to be limited to Hwy. 90 there's no other real reasonable zoning and the OL zoning one of it's purposes is to be like a holding zoning district to be changed through this process whenever there's a need for it or a reason, so we do find the M1 zoning a reasonable use compared to any other options really, so it meets the second guideline for that reason. It meets the third guideline for almost the same reasons, it wouldn't be incompatible with what's in the area which is mostly agricultural with a scattering of some residential uses the M1 zoning district actually permit's agricultural and general farming in addition to some of the warehousing and manufacturing all the other stuff so that implies that would be some compatibility with what is the primary land use pattern out there which is agricultural, open land, open space, so we found the that it would be compatible or not incompatible with the existing character and meets the third guideline and based on meeting the second and third guideline the department recommends approval.

Applicant – Brandt Dufrene 105 Lac Cypriere Dr. Luling, LA I own the property I bought it probably in 2000 we have building on there we would like to put in use it's a big warehouse and in the early 80's the world's largest offshore drilling rig was built in this building and then the owner didn't need the building anymore so I bought in 2000 and I been using it when I was in the offshore work boat business use to overhaul engines in there, so I sold the offshore work boat company so I don't need the engines anymore seeing if we can lease it out for a warehouse or storage and surrounding this piece of property is 8,000 acres of the Chevron mitigation bank so it's no neighbors at all, none. Anything else? Thank you.

The public hearing was open and closed, no one spoke for or against.

Commissioner Keen made a motion to consider, seconded by Commissioner Price.

YEAS: Keen, Frangella, Ross, Price, Petit

NAYS: deBruler, Krajcer, Jr.

ABSENT: None

**PASSED**

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**Department of Planning & Zoning  
Staff Report – Map Amendment  
Case No. 2023-5-R**

**APPLICATION INFORMATION**

- **Submittal Date:** 3/7/23
- **Applicant / Property Owner**  
Brandt Dufrene  
One Mile, LLC  
P.O. Box 510  
Boutte, LA 70039  
(504)-460-4989; bjdufrene@aol.com
- **Request**  
Change of zoning from O-L, Open Land to M-1, Light Manufacturing and Industry

**SITE INFORMATION**

- **Location**  
837 LA 306 (Bayou Gauche Road), Paradis; Lots 526, 527, 528, 529, Sunset Drainage District.
- **Size**  
40 acres
- **Current Use**  
Approximately 3 acres on Lots 526 and 527 are improved with a single family house and two separate structures used for storage. The remaining approximately 37 acres is undeveloped but cleared.
- **Surrounding Zoning**  
O-L zoning is located to each side.
- **Surrounding Uses**  
The surrounding area is comprised mostly of land used for agricultural purposes, specifically cattle grazing.

Residential uses can be found on Rivet Lane (approx. 600 ft. down Bayou Gauche Road), Bergeron Lane (approx. a quarter-mile up Bayou Gauche Road), and the developed Town of Paradis (approx. a half-mile up Bayou Gauche Road).

- **Zoning History**  
The O-L district was established in 1981.
- **Future Land Use Recommendation**  
*Industrial – This designation includes uses such as warehouse and distribution activities, as well as office uses, repair facilities, light assembly and light manufacturing activities that do not involve emissions of odors, dust, fumes or excessive noise.*  
  
*Recommended Zoning Districts: M-1 (light manufacturing and industrial), Batture (industrial)*
- **Traffic Access**  
The site consists of four separate lots, each having 330 ft. of frontage on Bayou Gauche Road. Access is through Lot 526 via an aggregate driveway.

▪ **Utilities**

Standard utilities are located along Bayou Gauche Road, including water and sewer along the front of Lots 526, 527, 528, 529.

Improvements will warrant additional drainage review during the permit process.

<b>APPLICABLE REGULATIONS</b>
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**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[I.] *M-1 Light manufacturing and industry district:*

1. Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.
  - a. A building or land shall be used only for the following purposes:
    - (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
    - (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
    - (3) Agriculture and other general farming uses.
    - (4) Warehousing and storage of nonhazardous material.
    - (5) Assembly plants.
    - (6) Bottled gas sales and/or service.
    - (7) Food processing plants.
    - (8) Cellophane products manufacturing.
    - (9) Cold storage or refrigerating plants.
    - (10) Electrical parts manufacturing and assembly.
    - (11) Fiber products manufacturing (previously prepared fiber).
    - (12) Garment manufacturing.
    - (13) Glass products manufacturing.
    - (14) Ironwork (no foundry, drop hammer, and no punch presses over twenty (20) tons capacity).
    - (15) [Repealed by Ord. No. 92-1-1, § I, 1-21-92.]
    - (16) Leather products manufacturing (previously prepared leather).
    - (17) Commercial vehicle and heavy equipment sales and service.
    - (18) Millwork.
    - (19) Paint mixing and treatment (not employing a boiling process).
    - (20) Paper products manufacturing (previously prepared material).
    - (21) Plastic products manufacturing (previously prepared material).
    - (22) Sheet metal products manufacturing (light).
    - (23) Sign manufacture.
    - (24) Open storage of building material, lumber, machinery and pipe, provided the material is enclosed within a solid fence at least six feet high within required building lines when the storage area is adjacent to or across the street from an A, R, or C District.
    - (25) Railroad freight terminals, switching and classification yards, repair shops, roundhouse, power houses and fueling, sanding and watering stations.
    - (26) Television and radio broadcasting transmitters.
    - (27) Textile products manufacturing.
    - (28) Toy manufacturing.
    - (29) Well drilling services.
    - (30) Wood products manufacturing (assembling work and finishing).
    - (31) Automobile Fleet Services: Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.
  - b. Special exception uses and structures (variation):
    - (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
  - c. Special permit uses and structures include the following:
    - (1) Office buildings for gambling operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (2) Operations which store or utilize hazardous materials identified through guidelines contained in subsection VI.D.I.4.b. of these regulations upon review and approval of the Planning Commission and supporting resolution of the Council.
    - (3) Cellular installations and PCS (personal communication service) installations.
    - (4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council (Ord. No. 98-4-17, § IV, 4-20-98).  
Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:
      - (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
      - (2) Minimum lot size of site shall be ten (10) acres.
      - (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
        - a) a separate truckers' lounge
        - b) a full-service laundry facility located in a convenient area for truckers' use
        - c) private showers for men and women and not located in an area open to general public restroom facilities

- d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
    - e) truck scales
    - f) separate truckers' telephones
    - g) permanent storage facilities for fuel
  - (4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance.
  - (5) *Towing yard.* Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:
    - (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
      - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
      - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
      - c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
      - d) All buildings and structures to be located on the site and the required off-street parking layout.
    - (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
    - (3) Towing yards shall also adhere to state and local licensing requirements.
    - (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
    - (6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
    - (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council.
    - (9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring.
- 2. Spatial Requirements:
  - a. Minimum lot size: Ten thousand (10,000) square feet.  
Minimum width: One hundred (100) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty-five (25) feet
    - (2) Side - fifteen (15) feet
    - (3) Rear - twenty-five (25) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, not withstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
- 3. Transportation System: Arterial, rail, water.
- 4. Special Provisions:
  - a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height.
  - b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip.
  - c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special permit as identified in section VI.D.[I].1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

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

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

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

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

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

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

### REZONING GUIDELINE & CRITERIA EVALUATION

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The subject site is designated *Industrial*, which anticipates uses such as warehouse and distribution activities, offices, repair facilities, and light assembly and light manufacturing activities that do not involve emissions of odors, dust, fumes or excessive noise. The recommended zoning district is M-1. The proposed M-1 zoning district conforms to this anticipated land development pattern established by the Future Land Use Map, but the request is a spot zone. No industrial zoning is located on Bayou Gauche Road, with the closest being an M-2 district approximately 0.62 miles to the west on Highway 90. **The request does not meet the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The subject site is located on Bayou Gauche Road approximately 0.5 miles south of the developed neighborhoods of Paradis, and the beginning of an approximately 3.5 mile stretch of minimal development before reaching the neighborhoods in Bayou Gauche. The development that does exist is limited to a handful of single family dwellings and large open tracts used for agricultural purposes. Aerial imagery over the past 20 years shows this land-use pattern has remained mostly unchanged. The existing O-L zoning is appropriate for this land-use pattern, but it doesn't necessarily allows for reasonable use of the property. One purpose of the O-L district is to act as a "holding" district where "*it is intended that land in these districts will be reclassified to its appropriate residential, commercial or industrial category in accordance with the amendment procedure set forth in the St. Charles Parish Code.*" As referenced earlier development here is sparse and the area has remained mostly unchanged for some time. Any residential development pressure is limited to those developed areas of Paradis and Bayou Gauche and any commercial development pressure is focused along nearby U.S. Highway 90. With the subject site's proximity to a U.S. Highway corridor along with its relative isolation, a change to M-1 would allow for reasonable use of the property while minimizing potential impacts to surrounding communities. **The request meets the second guideline.**

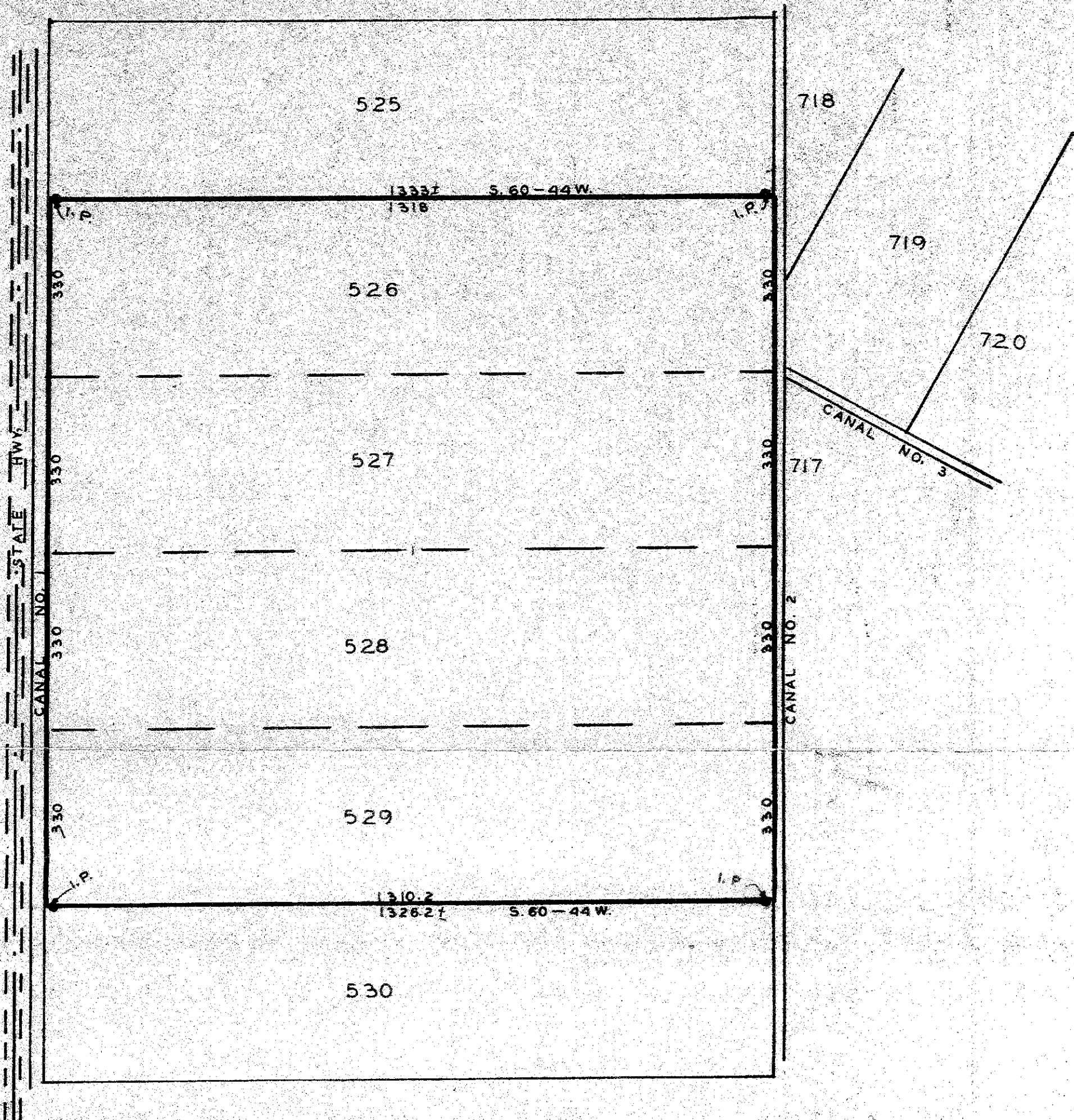
- 3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

Uses permitted in the M-1 district include agriculture and general farming, warehousing, various fabrication and manufacturing operations, open storage, and commercial vehicle/heavy equipment sales and service. The character of the area is agricultural, with the primary land use consisting of large open tracts, some of which is used for cattle grazing. Residential use in the immediate area is sparse, with the most concentrated residential development approximately 0.5 miles north in the developed neighborhoods of Paradis. There is no industrial zoning or development along Bayou Gauche Road, but the inclusion of agricultural and farming uses within the M-1 zoning district indicates the higher intensity manufacturing uses would be compatible in this area. This zoning change is also not expected to result in development that would overburden public infrastructure. **The request meets the third guideline.**

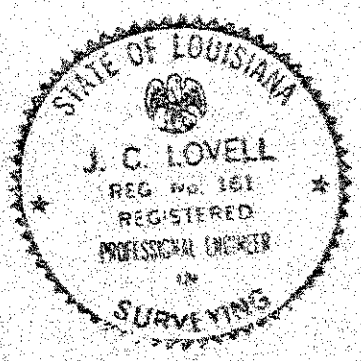
<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

**Approval, based on meeting the second and third rezoning criteria.**

**This request will be forwarded to the Parish Council for a second public hearing with the Planning Commission's recommendation.**



PROPERTY OF  
 LOUIS J. ROUSSEL  
 LOTS 526, 527, 528 & 529  
 OF  
 SUNSET DRAINAGE DISTRICT  
 BY JAMES S. WEBB, DEC. 1, 1925  
 ST. CHARLES PARISH, LA.  
 SCALE: 1" = 200'      OCTOBER 1, 1959



*J. C. Lovell*  
 J. C. LOVELL, SUR.





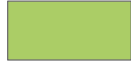



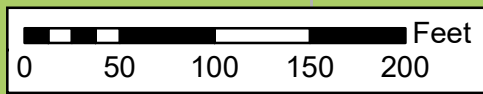
# 2023-5-R Map Amendment, O-L to M-1



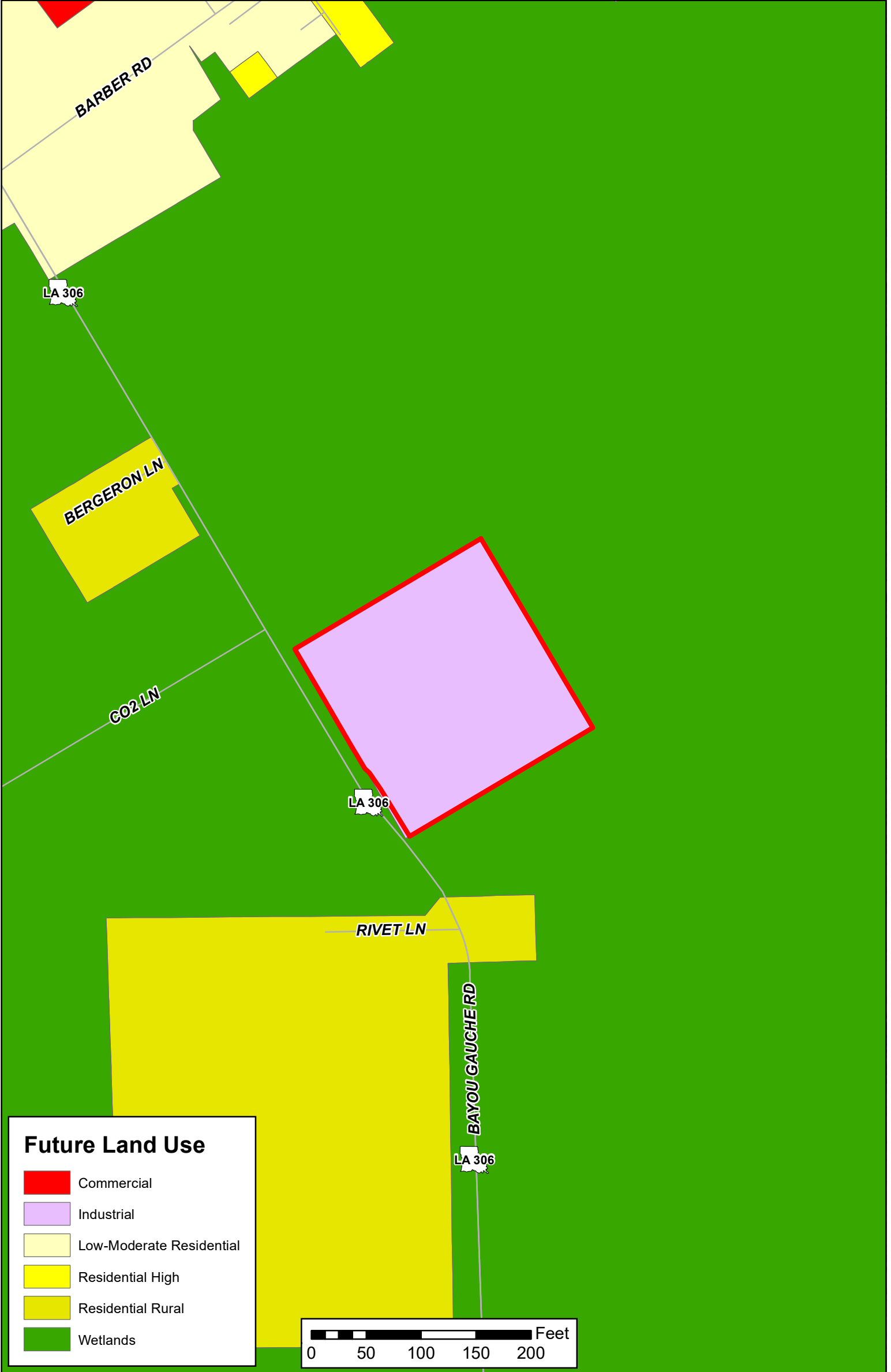
2023-5-R  
Map Amendment, O-L to M-1



ZONING			
	C2		R1A
	C3		R1AM
	OL		R1M



2023-5-R  
Map Amendment, O-L to M-1





**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 #:	<u>2023-5-R</u>
Receipt #:	_____
Application Date:	<u>3/7/23</u>
Zoning District:	<u>O-L</u>
FLUM Designation:	<u>Palustris</u>
Date Posted:	_____

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

Fee: \$40 - \$200

Applicant: One Mile, LLC /Brandt Dufrene, manager

Home address: 13386 Hwy 90, Boutte, LA 70039

Mailing address (if different): P.O. Box 510, Boutte, LA 70039

Phone #s: 504-460-4989 Email: bjdufrene@aol.com

Property owner: One Mile, LLC/Brandt Dufrene

Municipal address of property: 837 Highway 306, Paradis, LA 70080

Lot, block, subdivision: Lots 526, 527, 528 & 529, Sunset Drainage Dist.

Change of zoning district from: Open Land to: M-1

Future Land Use designation of the property: industrial  
 (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: \_\_\_\_\_  
Develop something permitted in industrial zoning.

\_\_\_\_\_

\_\_\_\_\_

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

Mitigation bank & cattle grazing-leased to ranchers to raise cattle. Property is unlikely to develop for residential purposes.

\_\_\_\_\_

\_\_\_\_\_

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

Nothing-open land, not for future residential development. Land is surrounded by Chevron, no neighbors will be affected,  
Current and former use of property has been for  
Machine Shop - Fabrication Shop and Warehouse

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

Complies with the Parish future land use to be zoned M-1.

\_\_\_\_\_

\_\_\_\_\_

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.

Used for warehouse storage and light industrial.  
No Neighborhoods around property-surrounded by Chevron mitigation bank.

\_\_\_\_\_

\_\_\_\_\_



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0099    **Version:** 1    **Name:** Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507)

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

**File created:** 4/24/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2023-0099 P190507 Testing - Professional Services Contract & Attachments](#)  
[2023-0099 Attachment C-1](#)  
[2023-0099 Resolution](#)

Date	Ver.	Action By	Action	Result
4/24/2023	1	Parish Council		
4/24/2023	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2 Project No. P190507 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

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

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

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

## 2.0 PROJECT

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

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2  
Project No. P190507

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

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

### **3.0 SERVICES OF CONSULTANT**

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

### **4.0 OWNERSHIP OF DOCUMENTS**

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

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

## **5.0 SUPPLEMENTARY SERVICES**

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

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

Such supplementary services may include the following:

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



## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

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

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

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

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

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

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

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

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

## **11.0 TERMINATION OR SUSPENSION**

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

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

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

### **13.0 INDEMNIFICATION**

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

## **14.0 WARRANTY**

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

## **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

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

CONSULTANT further agrees to comply with federal and state laws.

## **17.0 OTHER**

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

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

ST. CHARLES PARISH

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

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

ALPHA TESTING AND INSPECTION,  
INC.

\_\_\_\_\_  
By: Michael A. Devillier  
President

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

**ATTACHMENT "A"**  
**PROJECT SCOPE**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2  
Project No. (P190507)

The Scope of Work is as follows:

Perform vibration monitoring and soils testing services at the construction site of the new sheet pile wall along Dunleith drainage canal. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route.

**ATTACHMENT "B"**  
**PROJECT SCHEDULE**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2  
Project No. (P190507)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation will take a minimum of four weeks to complete.



**ATTACHMENT “C”  
PROJECT COMPENSATION**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2  
Project No. (P190507)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$26,000.00.
- b. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit.
- d. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

**ALPHA TESTING AND INSPECTION, INC.**

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



March 1, 2023

St. Charles Parish  
 Department of Public Works  
 100 River Oaks Drive  
 Destrehan, LA 70047  
 Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck  
 Near Destrehan P.S No.2  
 St. Charles Parish, LA

Dear Gentlemen:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

**1. Vibration Monitoring:**

- |  |          |
|--|----------|
| a.) Services of Technician and Equipment (one monitor)<br>To perform vibration monitoring during sheet pile driving, Rate/Hour | \$ 50.00 |
| b.) Transportation charge, Rate/Trip   | \$ 50.00 |

**2. Soil Testing – Laboratory:**

- |   |           |
|---|-----------|
| a.) Liquid Limit, Plastic Limits & Plasticity Index, Each | \$ 75.00  |
| b.) Moisture Density Relationship Test (Proctor), Each    | \$ 150.00 |

**3. Soil Testing – Field:**

- |   |          |
|---|----------|
| a.) Services of Technician to visit project site and make field<br>Density tests – Nuclear Method 12” Maximum Depth,<br>Rate/Each | \$ 50.00 |
| b.) In place density tests (Nuclear Method), Each   | \$ 15.00 |
| c.) Transportation charge, Rate/Trip  | \$ 50.00 |

St. Charles Parish  
Department of Public Works  
Attn: Ms. Andre R. Ford, P.E

4. Sampling Charge:

a.) Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 50.00
b.) Transportation charge, Rate/Trip	\$ 50.00

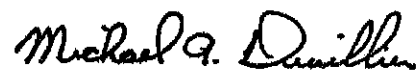
**Estimated Job Cost                    \$26,000.00**

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier  
President

# ALPHA TESTING AND INSPECTION, INC.



338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

## CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 1, 2023 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

### DIRECTORS

<u>Michael A. Devillier</u> President	<u>4/4/23</u> Date
<u>Brad Oill</u> Vice President	<u>4/4/23</u> Date



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0100    **Version:** 1    **Name:** Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101)

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

**File created:** 4/24/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2023-0100 P221101 Survey - Professional Services Contract & Attachments](#)  
[2023-0100 Crescent Corporate Resolution 4-5-23](#)

Date	Ver.	Action By	Action	Result
4/24/2023	1	Parish Council		
4/24/2023	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and CRESCENT ENGINEERING & MAPPING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. P221101 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

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

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

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

## 2.0 PROJECT

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

BAMBOO STREET DRAINAGE IMPROVEMENTS  
Project No. P221101

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

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

### **3.0 SERVICES OF CONSULTANT**

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

### **4.0 OWNERSHIP OF DOCUMENTS**

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

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

## **5.0 SUPPLEMENTARY SERVICES**

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

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

Such supplementary services may include the following:

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



## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

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

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

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

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

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

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

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

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

## **11.0 TERMINATION OR SUSPENSION**

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

## 12.0 INSURANCE

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

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

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

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

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

CONSULTANT further agrees to comply with federal and state laws.

### **17.0 OTHER**

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_

By: Matthew Jewell  
Parish President

\_\_\_\_\_

Date:

CRESCENT ENGINEERING &  
MAPPING, LLC

\_\_\_\_\_

By: Dennis M. Hymel, Jr., P.E.  
President/Manager

\_\_\_\_\_

Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

**BAMBOO STREET DRAINAGE IMPROVEMENTS  
Project No. (P221101)**

The Scope of Work is as follows:

Completion of a topographic survey for the areas included within the drainage project near Bamboo Street in Hahnville, as detailed below:

- 2,150 feet long by 60 feet wide including the entirety of the Maison Taunt Keet, LLC property plus the eastern 30' of the JCJR St. Charles, LLC property. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
- 1,050 feet long by 110' wide centered upon the Union Pacific Railroad from the area defined above to the western edge of Fashion Plantation. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
- 3,890 feet long by 35 feet wide centered upon the Linda Fleniken and Leon Vial property lines (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'. Also included will be two (2) cross sections taken along the Vial Canal at the southwestern portion of this segment.
- 2,940 feet long by 60 feet wide from the western edge of Fashion Plantation starting at the Union Pacific Railroad traversing southwest (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'.

CONSULTANT shall perform field survey data collection of topographic and drainage features as well as perform reconnaissance of field conditions for surveying within the project area. The topographic data collection for this project may include but is not limited to: general topographic transects, roadway/railway centerline and edge elevations and/or cross sections, cross sections of ditches and outfalls, invert and size data of drainage structures, topographic surveys of driveways, survey of above-ground utility features, and general groundline sections of areas where new ditches or drainage structures are proposed.

Survey data will be collected using RTK GPS and conventional/robotic total station methods and will be projected in state plane coordinates, Louisiana South, NAD 83 and based upon NAVD 88 vertical datum, Geoid 18, as determined by GPS observation.

Temporary Bench Marks and Primary Control Points to be used for construction will be established within the project area. CONSULTANT will initiate a LA One Call prior to beginning survey work and will attempt to contact utility owners to mark lines in the field. No guarantee can be made that all utilities which exist will be collected within the topographic surveys.

Topographic survey data will be processed using Bentley® MicroStation and Inroads Survey and a master topographic survey file will be developed in a .DGN format. Other formats such as AutoCAD may be made available, however, may not contain all feature code information collected. Survey data including point files, control data sheets and the .dwg file will be provided along with a certification letter signed and sealed by the Louisiana Professional Land Surveyor in charge of survey services. A hard copy survey deliverable shall be provided.



**ATTACHMENT “B”  
PROJECT SCHEDULE**

**BAMBOO STREET DRAINAGE IMPROVEMENTS  
Project No. (P221101)**

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

	<u>Number of Days to Complete</u>
Survey	30

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT “C”  
PROJECT COMPENSATION**

**BAMBOO STREET DRAINAGE IMPROVEMENTS  
Project No. (P221101)**

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$26,350.00.

## CORPORATE RESOLUTION

The undersigned, being the sole Manager/Member of Crescent Engineering & Mapping, LLC, existing under the laws of the State of Louisiana, does hereby certify that at a meeting of Members of the firm, duly called and held on April 5<sup>th</sup>, 2023, at which a quorum was present, the Members adopted the following resolution, which has not been modified nor rescinded:

Be it resolved that, Dennis M. Hymel, Jr., President and Manager of Crescent Engineering & Mapping, LLC, is empowered, directed and given the authority to, on behalf of Crescent Engineering & Mapping, LLC, to execute any and all contracts, bids, proposals, guarantees, loans and agreements.



Dennis M. Hymel, Jr.

Manager/Member

Crescent Engineering & Mapping, LLC

Sworn to and subscribed before me  
this 5<sup>th</sup> day of April, 2023.



Cindi M. Triche  
Notary Public  
Commission expires at death.



### NOTARY DISCLAIMER

This document was not prepared or  
Examined by the Notary named above and  
the Notary attests only to the signature  
referenced herein



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0101    **Version:** 1    **Name:** Amend 2022 Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds

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

**File created:** 4/24/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

**Sponsors:** Matthew Jewell, Department of Finance

**Indexes:**

**Code sections:**

**Attachments:** [2023-0101 FBA1 -Exhibits A & B to Council](#)

Date	Ver.	Action By	Action	Result
4/24/2023	1	Parish Council		
4/24/2023	1	Parish President	Introduced	

# ST. CHARLES PARISH

## GOVERNMENTAL FUNDS

### CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2022

Description	Current Year					Over or Under 2022
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec 31th)	Estimate Remaining for Year	Projected Actual Result at Year End	
<b>BEGINNING FUND BALANCE</b>	<b>109,660,467</b>	<b>108,846,384</b>			<b>110,508,399</b>	
<b>Prior Period Adjustment</b>	-	-			-	
<b>FUND BALANCE - RESTATED</b>	<b>109,660,467</b>	<b>108,846,384</b>			<b>110,508,399</b>	
<b>CURRENT YEAR REVENUES &amp; OTHER FINANCING SOURCES</b>	111,961,648	256,654,281	169,347,646	4,167,964	173,515,610	(83,138,671)
<b>TOTAL MEANS OF FINANCING</b>	<b>221,622,115</b>	<b>365,500,665</b>			<b>284,024,009</b>	
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>						
PERSONAL SERVICES	39,363,210	39,602,394	33,616,833	(852)	33,615,981	(5,986,413)
OPERATING SERVICES	19,046,022	25,296,838	22,345,812	51,358	22,397,170	(2,899,668)
MATERIALS & SUPPLIES	5,707,846	5,717,475	5,912,885	12,768	5,925,653	208,178
OTHER CHARGES	852,203	852,203	(561,308)	205	(561,103)	(1,413,306)
DEBT SERVICE	1,487,477	21,810,402	2,139,470	-	2,139,470	(19,670,932)
CAPITAL OUTLAY	98,097,056	139,135,877	21,364,959	25,005	21,389,964	(117,745,913)
INTERGOVERNMENTAL	14,382,846	14,382,846	4,945,195	-	4,945,195	(9,437,651)
TRANSFERS	26,407,543	90,788,500	33,890,877	4,042,595	37,933,472	(52,855,028)
<b>TOTAL</b>	<b>205,344,203</b>	<b>337,586,535</b>	<b>123,654,723</b>	<b>4,131,079</b>	<b>127,785,802</b>	
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(93,382,555)</b>	<b>(80,932,254)</b>			<b>45,729,808</b>	
<b>ENDING FUND BALANCE</b>	<b>16,277,912</b>	<b>27,914,130</b>			<b>156,238,207</b>	

# ST. CHARLES PARISH

## PROPRIETARY FUNDS

### CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT

#### FISCAL YEAR ENDING DECEMBER 31, 2022

Description	Current Year					Over or Under 2022
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec 31th)	Estimate Remaining for Year	Projected Actual Result at Year End	
<b>BEGINNING NET ASSETS:</b>						
Invested in Capital Assets, Net of Debt	77,734,698	77,734,698			90,803,675	
Restricted for Debt Service	2,478,674	2,478,674			2,064,573	
Restricted for Capital Projects	6,865,433	6,865,433			7,726,022	
<b>Unrestricted</b>	<b>25,089,766</b>	<b>25,089,766</b>			<b>8,308,206</b>	
<b>Prior Period Adjustment</b>						
<b>CURRENT YEAR REVENUES</b>	<b>36,134,089</b>	<b>36,134,089</b>	<b>40,200,937</b>	<b>225,926</b>	<b>40,426,863</b>	<b>4,292,774</b>
<b>EXPENDITURES:</b>						
PERSONAL SERVICES	12,971,584	12,971,584	11,396,575	(297)	11,396,278	(1,575,306)
OPERATING SERVICES	9,801,913	9,801,913	10,229,017	12,201	10,241,218	439,305
MATERIALS & SUPPLIES	3,837,897	3,837,897	3,053,100	(840,757)	2,212,343	(1,625,554)
OTHER CHARGES	7,765,781	7,765,781	175,549	6,974,338	7,149,887	(615,894)
DEBT SERVICE	885,494	885,494	552,262	1,132	553,394	(332,100)
INTERGOVERNMENTAL	371,340	371,340	384,865	-	384,865	13,525
TRANSFERS	1,086,000	1,086,000	1,220,575	-	1,220,575	134,575
<b>TOTAL EXPENDITURES</b>	<b>36,720,009</b>	<b>36,720,009</b>	<b>27,011,943</b>	<b>6,146,617</b>	<b>33,158,560</b>	
<b>EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES</b>	<b>(585,920)</b>	<b>(585,920)</b>			<b>7,268,303</b>	
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>-</b>			<b>-</b>	
<b>CHANGES IN NET ASSETS</b>	<b>(585,920)</b>	<b>(585,920)</b>			<b>7,268,303</b>	
<b>ENDING NET ASSETS:</b>						
Invested in Capital Assets, Net of Debt	80,277,804	80,277,804			83,825,721	
Restricted for Debt Service	2,477,996	2,477,996			2,926,069	
Restricted for Capital Projects	10,280,009	10,280,009			14,916,055	
<b>Unrestricted</b>	<b>18,918,842</b>	<b>18,918,842</b>			<b>14,502,934</b>	



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0105    **Version:** 1    **Name:** Endorse a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore

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

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0105 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0105 Minutes](#)  
[2023-0105 Staff Report](#)  
[2023-0105 Resubdivision Map](#)  
[2023-0105 AERIAL](#)  
[2023-0105 ZONING](#)  
[2023-0105 FLUM](#)  
[2023-0105 Waiver Request](#)

Date	Ver.	Action By	Action	Result
5/8/2023	1	Parish President	Introduced	
4/13/2023	1	Planning Commission	Recommended	Approval
4/13/2023	1	Department of Planning & Zoning	Recommended	Approval
3/23/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-2-MIN requested by Dunn Homes, LLC & Jessica Gore for a resubdivision of two lots into two with a waiver, 19 Mary Street, Norco. Zoning District R-1A. Council District 6.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Action:**

Approval.



**2023-2-MIN requested by Dunn Homes, LLC & Jessica Gore for a resubdivision of two lots into two with a waiver, 19 Mary Street, Norco. Zoning District R-1A. Council District 6.**

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

**Applicant** – Johnny Dunn 3101 Hwy. 306 Des Allemands, stated his case.

The public hearing was open and closed, no one spoke for or against.

Commissioner Frangella made a motion, seconded by Ross.

YEAS: Keen, Frangella, Ross, Price, Petit

NAYS: deBruler, Krajcer, Jr.

ABSENT: None

**PASSED**

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## Department of Planning & Zoning Staff Report – Minor Resubdivision Case No. 2023-2-MIN

### APPLICATION INFORMATION

- **Submittal Date:** 3/23/23
- **Applicant / Property Owner**

Johnny & Vicki Dunn Dunn Homes, LLC 124 Edna Drive Des Allemands, LA 70030 504.615.2500 dunnhomes@yahoo.com	Jessica Gore 19 Mary Street Norco, LA 70079 504.380.5348
--	---
- **Request**

Resubdivision of Lots D-4 and E-5, Square 1 of Mule Subdivision Number Two, Section One, into Lots D-4A and E-5A.

### SITE INFORMATION

- **Location:** 19 Mary Street, Norco
- **Size of Proposed Lots**
  - Lot D-4A: 5,570.40 sq. ft.; 66 ft. wide
  - Lot E-5A: 5,486.00 sq. ft.; 65 ft. wide
- **Current Zoning:** R-1A, Single Family Residential
- **Current Use**

Lot D-4 is developed with a single-family home. Lot E-5 is undeveloped.
- **Surrounding Zoning**

R-1A is located to the front and First Street sides; R-1A(M) is adjacent to the rear; C-2 is adjacent to the River Road side.
- **Surrounding Uses**

Mary Street is developed with site built houses. The tract adjacent to the rear is undeveloped.
- **Flood Zone and Elevation:** X Zone / DFIRM X
- **Plan 2030 Recommendation**

*Low-to-Moderate Residential: Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections (over six dwellings per acre).*
- **Traffic Access**

Each lot has frontage on Mary Street. Lot D-4A will have access to Mary Street via an existing driveway. Lot E-5A does not have driveway access across the open swale ditch to Mary Street.
- **Utilities**

Standard utilities are available on Mary Street.
- **Development History**

Lots D-4 and E-4 are shown on the resubdivision map by E.M. Collier dated November 5, 1971.

## APPLICABLE REGULATIONS

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

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

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

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

### Appendix C. Section II. Subdivision Procedure

#### C. Minor Resubdivisions.

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of

the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:

- a. Location of the property.
- b. Name(s) and address(es) of the owners.
- c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
- d. Existing property lines and lot numbers, including names and width of adjoining streets.
- e. Proposed property lines and revised numbers of proposed lots.
- f. Location and dimensions of existing buildings.
- g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
- h. Existing lakes and ponds.
- i. North arrow and scale.
- j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
- k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25— Stormwater Management and Erosion and Sedimentation Control.
- l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

## **FINDINGS**

The minor resubdivision does not result in an increase in existing lots but requires Planning Commission approval due the need for a waiver.

Existing lots D-4 and E-5 meet the minimum 60 ft. width for the R-1A zoning district, but are legally non-conforming since they fall below the minimum 6,000 sq. ft. area. This is due to being platted at 84.4 ft. deep.

The resubdivision shifts the common lot line between D-4 and E-5 approximately 2 ft. towards First Street, further reducing the area of Lot E-5 by 168.8 sq. ft. and increasing the extent of the non-conformity (alternatively, nonconforming Lot D-4 is improved with the addition of 168.8 sq. ft.).

The resubdivision is being requested so the driveway improvements on Lot D-4 no longer encroach into the adjacent lot.

Resulting Lots D-4A and E-5A will continue to meet the minimum 60 ft. lot width but will still have non-conforming lot area (this could only be resolved if adjacent lots were in common ownership).

The Department does not object to the waiver.

## **DEPARTMENT RECOMMENDATION**

### **Approval**

**If the Planning Commission approves this request it will be forwarded to the Parish Council for consideration of a supporting resolution.**



VICINITY MAP  
SCALE: 1" = 2000'

APPROVALS:

*[Signature]*  
St. Charles Parish Planning and Zoning  
Commission Chairman

13-APR-23  
Date

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

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

RECORDED IN THE CLERK OF COURT'S OFFICE,

ST. CHARLES PARISH, LOUISIANA

ON THE \_\_\_\_ DAY OF \_\_\_\_ 20\_\_

INSTRUMENT NUMBER \_\_\_\_\_

REFERENCE PLANS:

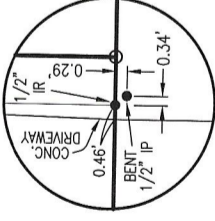
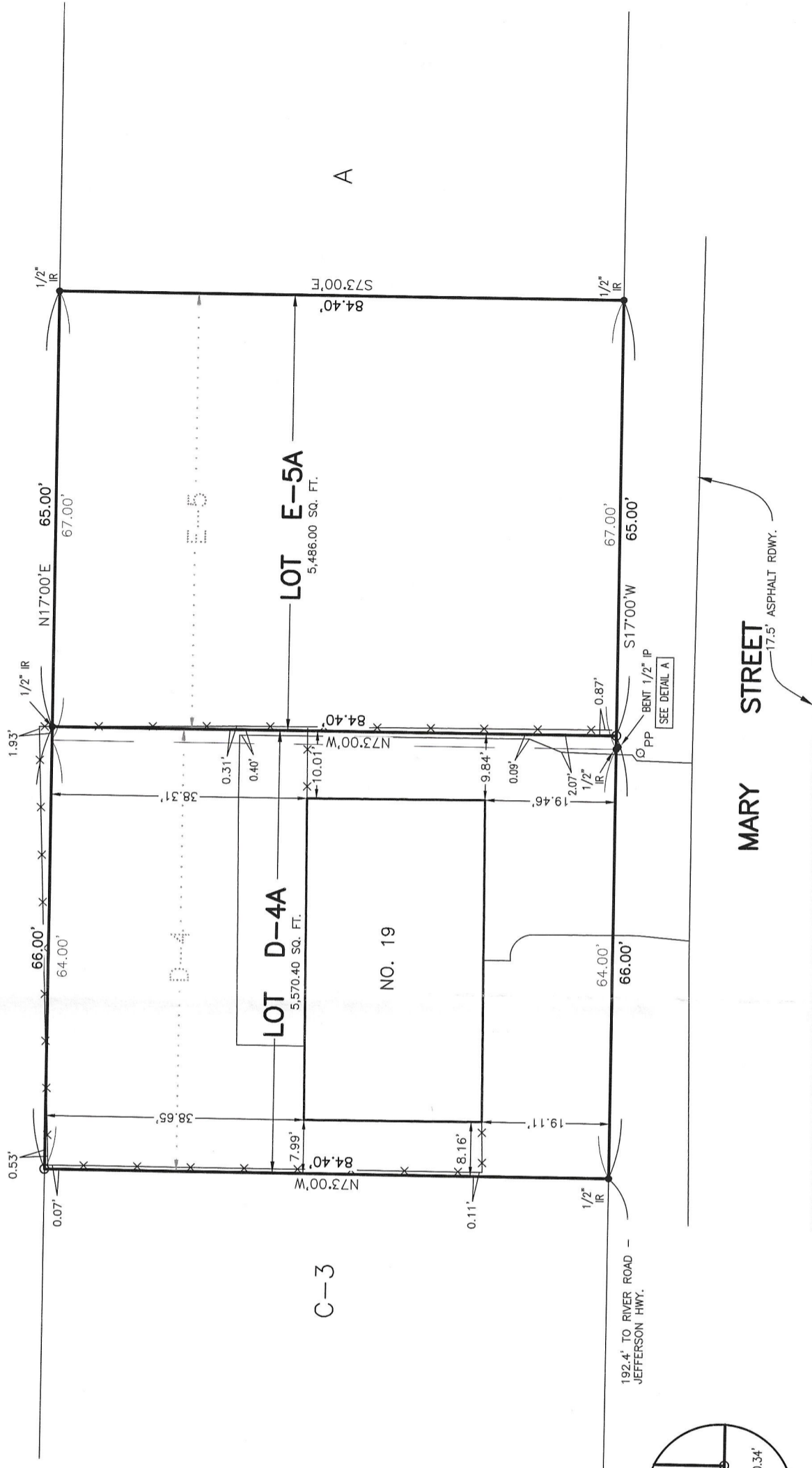
1. RESUBDIVISION OF LOTS 1, 2, 3 & 4, SQUARE 1 OF MULE SUBDIVISION NUMBER TWO, SECTION ONE BY E. M. COLLIER, DATED NOV. 5, 1971, REVISED MARCH 13, 1972. LOTS A, B, C, D, E ADDED MARCH 20, 1972.
2. SURVEY OF LOT D-4, RESUBDIVISION OF LOTS 1, 2, 3 & 4, SQUARE 1 MULE SUBDIVISION NUMBER TWO, SECTION ONE BY E. M. COLLIER, DATED NOV. 6, 1971, REVISED APRIL, 1972 & JUNE 7, 1972.
3. SURVEY OF LOT E-5, SQUARE 1, MULE SUBDIVISION NUMBER TWO SECTION ONE BY GASSEN SURVEYING, LLC, LOUIS J GASSEN JR, PLS

The reference plans shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

20 10 0 20  
GRAPHIC SCALE

RIVER ROAD - JEFFERSON HIGHWAY Side



DETAIL A  
NOT TO SCALE

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

LEGEND

- O = 1/2" IRON ROD SET
  - = FOUND
  - IP = IRON PIPE
  - IR = IRON ROD
  - PP = POWER POLE
  - X— FENCE
- BEARINGS ARE BASED ON REFERENCE PLANS

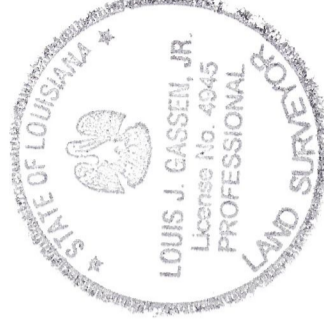
RESUBDIVISION OF LOTS D-4 & E-5, SQUARE 1  
MULE SUBDIVISION NUMBER TWO  
SECTION ONE

INTO LOTS D-4A & E-5A  
SECTION 6, T12S - R8E  
ST. CHARLES PARISH, LOUISIANA  
SCALE: 1" = 20'  
MARCH 13, 2023

CERTIFIED TO DUNN HOMES, LLC  
& JESSICA MARIE GORE

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

LOUIS J GASSEN JR, PLS  
Registration No. 4945  
(985) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070



GASSEN SURVEYING, LLC

2023-2-MIN: Dunn-Gore  
2 lots into 2

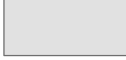





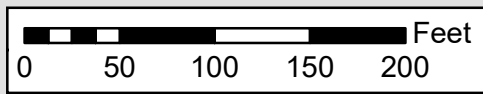
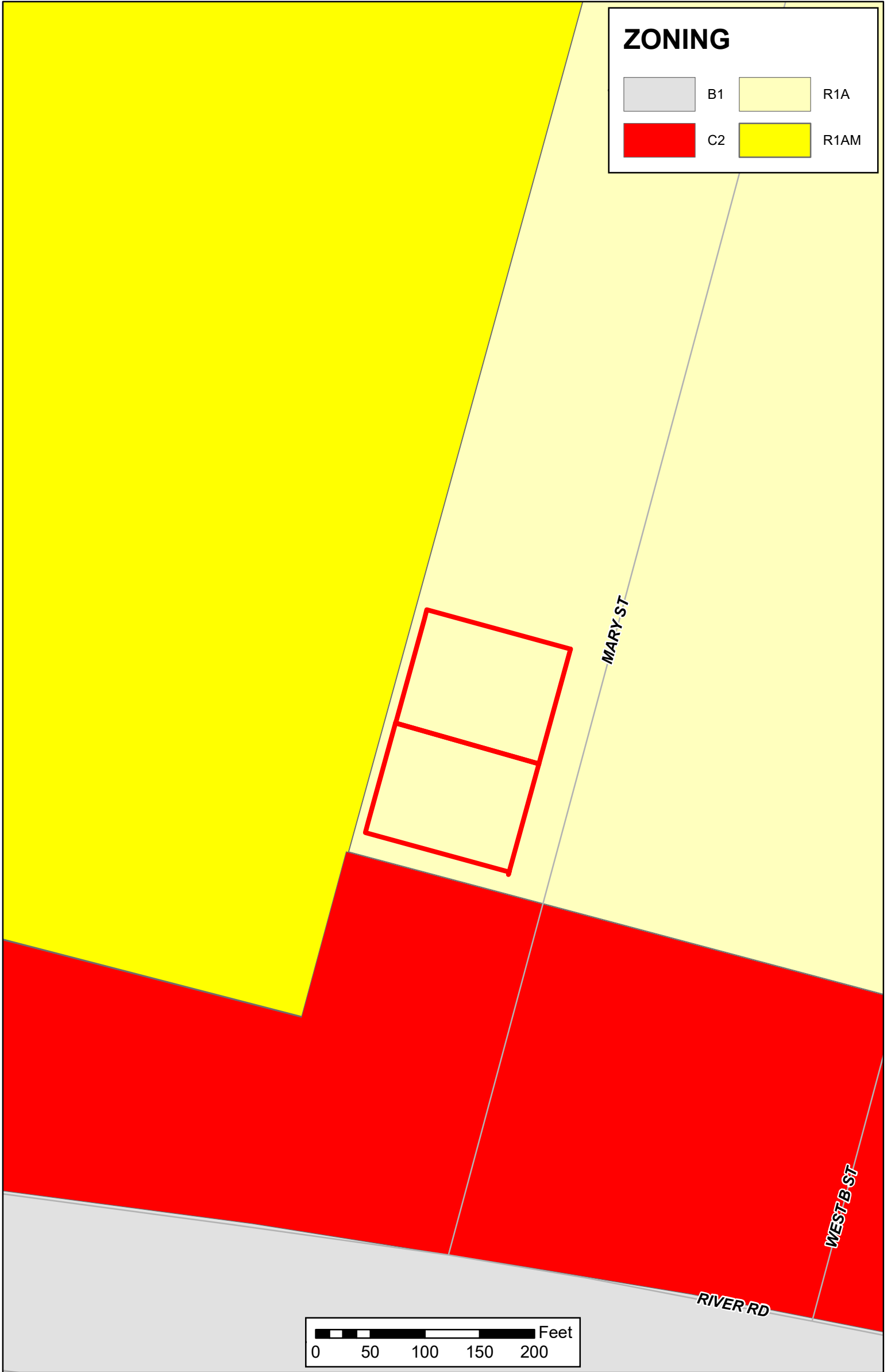
2023-2-MIN: Dunn-Gore  
2 lots into 2

N

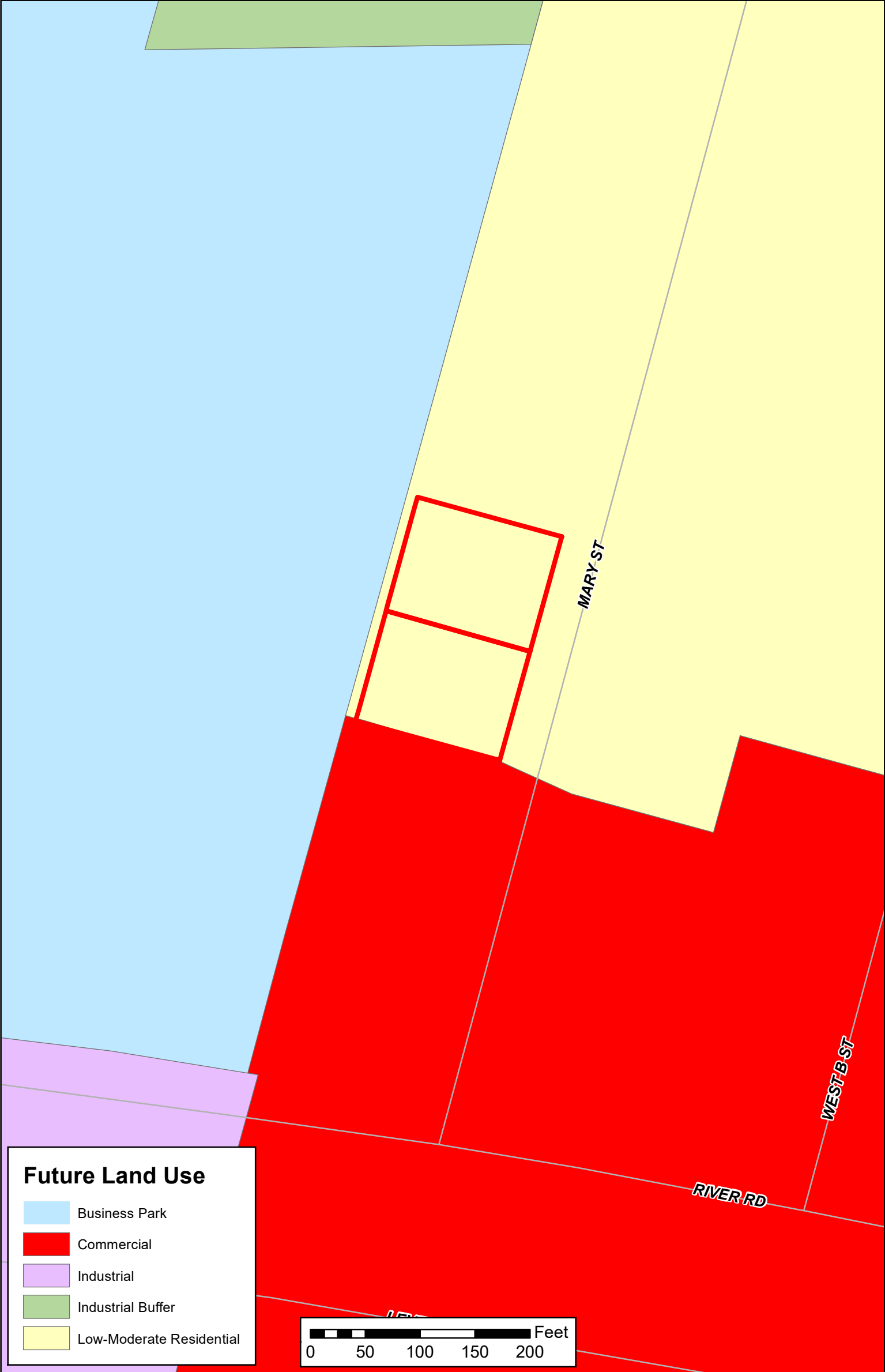


**ZONING**

	B1		R1A
	C2		R1AM



2023-2-MIN: Dunn-Gore  
2 lots into 2





Vicki Dunn  
Johnny Dunn

Name: Dunn Homes, LLC

Address: 31 Mary St. Norco, La 70079

Case Number: 2023-2-MIN

Members of the St. Charles Parish Planning Commission:

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

- **Appendix C. Section III.C.1. Size.** The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.
- **Appendix A, Section VI.B.[I].2.a. Minimum lot size:** Six thousand (6,000) square feet per family; minimum width—sixty (60) feet.

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

The previous owners of 19 Mary St, Norco, La 70079 poured a driveway that encroached the property line between 19 Mary St. and 31 Mary St. by approximately 2 feet. We feel the best resolution would be to sell them 2 feet of our property to save them the trouble of removing two feet of their driveway.

Please consider this waiver request with my application.

Thank you.

Applicant Signature: 

Date: 3-29-23



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0106    **Version:** 1    **Name:** Join with the State and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

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

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent formal agreements necessary to implement the MOU, including but not limited to, execution of the Settlement Participation Forms of the National Settlement Agreements, releases, and other documentation approved by Counsel.

**Sponsors:** Matthew Jewell, Department of Legal Services

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2023	1	Parish President	Introduced	



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2023-0110    **Version:** 1    **Name:** Accept resignation of Ms. Katina Summers - St. Charles Parish Board of Adjustment as the District VI Representative

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** Accept resignation of Ms. Katina Summers - St. Charles Parish Board of Adjustment as the District VI Representative

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2023-0110 Resignation email](#)

Date	Ver.	Action By	Action	Result
4/26/2023	1	Board Member	Resigned	
11/15/2021	1	Parish Council	Enacted Legislation	

**2023-0110**

**From:** Katina Summers <[katinacpa@gmail.com](mailto:katinacpa@gmail.com)>  
**Sent:** Wednesday, April 26, 2023 6:13 AM  
**To:** Michelle Impastato <[mimpastato@stcharlesgov.net](mailto:mimpastato@stcharlesgov.net)>  
**Cc:** Bob Fisher <[bfisher@stcharlesgov.net](mailto:bfisher@stcharlesgov.net)>; Bob Fisher <[bobfisher473@gmail.com](mailto:bobfisher473@gmail.com)>  
**Subject:** ZBA Dist VI Board position

Michelle,

Unfortunately at this time, I am writing to resign from my ZBA District VI board position.

My obligations to my family do not allow me to attend our scheduled meetings. Watching my son play baseball, swim, & so much more is my top priority right now because we all know how fast they grow. Before I realize, he will be tackling on the fields at Destrehan High School.

It's been an honor to serve.

Thank you,

Katina Summers



# St. Charles Parish

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

## Legislation Details

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**File #:** 2023-0111    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Board of Adjustment as the District VI Representative

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 5/8/2023    **In control:** Parish Council

**On agenda:** 5/8/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VI Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/15/2021	1	Parish Council	Enacted Legislation	