



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

St. Charles Parish Courthouse
15045 Highway 18
P. O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Dennis Nuss
Councilmembers Carolyn K. Schexnaydre, Terry Authement,
Billy Raymond, Sr., Shelley M. Tastet, Wendy Benedetto,
Paul J. Hogan, Larry Cochran, Marcus M. Lambert

Monday, June 20, 2011	6:00 PM	Council Chambers, Courthouse
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Final

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 **2011-0218** (6/20/2011, St. Pierre)
 Proclamation: "235th Anniversary of American Independence"
- 2 **2011-0219** (6/20/2011, Hogan)
 Proclamation: Catfish Festival

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2011-0225** (6/20/2011, Nuss)
 Wallace Roberts & Todd Consultants - Comprehensive Land Use Plan Presentation
- 2011-0226** (6/20/2011, St. Pierre)
 Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, July 11, 2011, 6:00 pm, Council Chambers, Courthouse, Hahnville
(No items for the regular Agenda)

PLANNING AND ZONING PETITIONS**3 2011-0213 (6/6/2011, St. Pierre, Department of Planning & Zoning)**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1AM to C-2 at Lot B-2, Estate of Abraham Byrd, Section 15, T13S, R20E (14952 River Road) in Hahnville LA as requested by Hankins-Kenny Ventures.

Legislative History:

4/5/11	Department of Planning & Zoning	Received/Assigned PH	
6/2/11	Department of Planning & Zoning	Recommended Approval	Planning Commission
6/2/11	Planning Commission	Recommended Approval	Parish Council
6/6/11	Parish President	Introduced	
6/6/11	Parish Council	Publish/Scheduled PH	

21 2011-0214 (6/6/2011, St. Pierre, Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A to C-1 at Lot 36A-1 (123 Elm Street), Hahnville LA, as requested by Cornelius & Terri Darensbourg.

Legislative History:

5/2/11	Department of Planning & Zoning	Received/Assigned PH	
6/2/11	Department of Planning & Zoning	Recommended Approval	Planning Commission
6/2/11	Planning Commission	Recommended Approval	Parish Council
6/6/11	Parish President	Introduced	
6/6/11	Parish Council	Publish/Scheduled PH	

32 2011-0215 (6/6/2011, St. Pierre, Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A to R-1AM at Lot 62 & one half of Lot 63, Square A, St. Charles Terrace Subdivision (230 Terrace St.), New Sarpy LA, as requested by Theodore Collins.

Legislative History:

4/4/11	Department of Planning & Zoning	Received/Assigned PH	
6/2/11	Department of Planning & Zoning	Recommended Denial	Planning Commission
6/2/11	Planning Commission	Recommended Approval	Parish Council
6/6/11	Parish President	Introduced	
6/6/11	Parish Council	Publish/Scheduled PH	

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****46 2011-0201 (6/6/2011, St. Pierre, Department of Wastewater)**

An ordinance to approve and authorize the execution of a contract with Gottfried Contracting, LLC, for project S080502-1 and S080501-6 Hahnville and Destrehan Regional Wastewater Treatment Plants - Headworks and Influent Wet Well Rehabilitation in the amount of \$397,715.00.

Legislative History:

- 6/6/11 Parish President Introduced
- 6/6/11 Parish Council Publish/Scheduled PH
- 55 **2011-0202** (6/6/2011, St. Pierre, Department of Public Works)
 An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P090201-1 Michael Drive Drainage Improvements to decrease the contract amount by \$17,675.00 and add forty six (46) days to the contract time.
- Legislative History:
- 6/6/11 Parish President Introduced
- 6/6/11 Parish Council Publish/Scheduled PH
- 72 **2011-0170** (6/6/2011, Hogan)
 An ordinance to amend the Code of Ordinance by revising Chapter 22, Article V. Sewer Development Connection Fee, Section 22-107, by adding (e) and (f).
- Legislative History:
- 4/18/11 Council Member(s) Introduced
- 4/18/11 Parish Council Publish/Scheduled PH
- 5/2/11 Parish Council PH Requirements Satisfied
- Reported:
 Councilman Hogan Recommended: Approval
- 5/2/11 Parish Council Postponed Indefinitely Pass
- Discussion: to postpone indefinitely File No. 2011-0170
- 6/6/11 Council Member(s) Introduced
- 6/6/11 Parish Council Publish/Scheduled PH
- 73 **2011-0209** (6/6/2011, St. Pierre, Department of Parks and Recreation)
 An ordinance to approve and authorize the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00910, Rathborne Park Development, Phase I, to increase the contract time by fifty-seven (57) days.
- Legislative History:
- 6/6/11 Parish President Introduced
- 6/6/11 Parish Council Publish/Scheduled PH
- 76 **2011-0210** (6/6/2011, St. Pierre, Department of Public Works)
 An ordinance to approve and authorize the execution of a Construction Contract with Fischer's, Inc. for Project No. P090803-2, SCP Public Works and Wastewater Office Roof Replacement Project in the amount of \$144,835.00.
- Legislative History:
- 6/6/11 Parish President Introduced
- 6/6/11 Parish Council Publish/Scheduled PH
- 84 **2011-0211** (6/3/2011, St. Pierre, Department of Planning & Zoning)
 An ordinance to permit a mud racing drag strip in an M-1 zoning district at 10390 Airline Drive, St. Rose on a portion of the former 60 Acres Landfill as requested by Brian Driskill and Larry D'Antoni.
- Legislative History:
- 3/24/11 Department of Planning & Zoning Received/Assigned PH

6/2/11 Department of Planning & Zoning Remnd'd Approval w/Stip. Planning Commission

Approval with the following:

Waivers:

1. Waiver from required beautification landscaping
2. Waiver from required dust-free hard surface for access drive and parking

Stipulations:

1. The application shall notify the Department of Planning and Zoning (if/when attendance at any event exceeds 400 people at any time during any event. If attendance exceeds this number, Planning staff will coordinate with fire, emergency medical services, the Sheriff, and any other health/safety office to determine if additional site restrictions or requirements should be applied. The Planning and Zoning Director may require the applicant to re-file or apply for an amendment to the Special Permit.
2. Any gate on the driveway shall be setback a distance to allow a truck and trailer combination to safely pull onto the driveway and keep Atrline Drive clear.
3. Emergency Medical Services (EMS) shall be on site for at least the first two events and the Planning Director working with Emergency Services shall determine whether on-site EMS will continue to be a requirement of the Special Permit thereafter.
4. Minor changes for clarity, as requested by Planning Staff, are allowed to the submitted site plan.
5. All events shall comply with the requirements of the St. Charles Parish noise ordinance.

6/2/11 Planning Commission Remnd'd Approval w/Stip. Parish Council

Approval with the two waivers and five stipulations.

6/6/11 Parish President Introduced

6/6/11 Parish Council Publish/Scheduled PH

96 2011-0212 (6/6/2011, Schexnaydre)

An ordinance to adopt the St. Charles Parish Comprehensive Land Use Plan: St. Charles 2030.

Legislative History:

6/6/11 Parish President Introduced

6/6/11 Parish Council Publish/Scheduled PH

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

118 2011-0196 (5/16/2011, Hogan)

An ordinance to amend the Code of Ordinances Appendix A, Section VI. D [I]. 1. c. Special Permit Uses in the M-1 Zoning District, to allow cemeteries as a Special Permit Use.

Legislative History:

5/13/11 Council Member(s) Recommendation Request Fwd'd Department of Planning & Zoning

5/13/11 Council Member(s) Recommendation Request Fwd'd Department of Planning & Zoning

5/16/11 Council Member(s) Introduced

5/16/11 Parish Council Publish/Scheduled PH

6/2/11 Department of Planning & Zoning No Recommendation Planning Commission

6/2/11 Planning Commission Recommended Denial Parish Council

6/6/11 Parish Council PH Requirements Not Satisfied

6/6/11 Parish Council Tabled. Pass

Discussion: to table File No. 2011-0196

124 **2009-0423** (4/18/2011, Hogan)

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions, to clarify and further define the location restrictions with regards to the sale of alcoholic beverages.

Legislative History

10/19/09	Council Member(s)	Introduced	
10/19/09	Parish Council	Publish/Scheduled PH	
11/2/09	Parish Council	Tabled.	Fail
<i>Reported:</i>			
<i>Councilman Hogan Recommended: Approval</i>			
<i>Discussion: to table File No. 2009-0423</i>			
11/2/09	Parish Council	Reconsidered	Pass
<i>Discussion: to reconsider the vote on File No. 2009-0423</i>			
11/2/09	Parish Council	Tabled.	Fail
<i>Discussion: to table File No. 2009-0423</i>			
11/2/09	Parish Council	PH Requirements Satisfied	
11/2/09	Parish Council	Approved	Fail
<i>Proposed ordinance failed for lack of a majority by the following vote</i>			
12/7/09	Legislative Committee	Discussed.	
4/18/11	Council Member(s)	Introduced	
4/18/11	Parish Council	Publish/Scheduled PH	
5/2/11	Parish Council	Amended	Pass
<i>Amendment: to amend the proposed ordinance under "SECTION I. Revised: (b)" to change "...street being at right angles to the public street ..." to read "... street being at approximately right angles to the public street ..."</i>			
5/2/11	Parish Council	PH Requirements Not Satisfied	
5/2/11	Parish Council	Tabled	Legislative Committee Pass
<i>Discussion: to table File No. 2009-0423 and send to the Legislative Committee</i>			
5/16/11	Parish Council	Removed from the Table	Pass
5/16/11	Parish Council	Amended	Pass
<i>Amendment: to accept the revised version of File No. 2009-0423</i>			
5/16/11	Parish Council	PH Requirements Satisfied	
<i>Reported:</i>			
<i>Councilman Hogan Recommended: Approval</i>			
5/16/11	Parish Council	Tabled.	Pass
<i>Discussion: to table File No. 2009-0423</i>			
6/6/11	Parish Council	Removed from the Table	Pass
6/6/11	Parish Council	Tabled.	Pass
<i>Public Hearing previously satisfied.</i>			
<i>Discussion: to table File No. 2009-0423</i>			

RESOLUTIONS

128 **2011-0224** (6/20/2011, St. Pierre, Department of Public Works)

A resolution authorizing the Parish President to acquire Lot 29-A of Oakland Estates, St. Rose, St. Charles Parish, Louisiana, which property is more particularly described in the attached Purchase Agreement, at its appraised value of \$122,000.00, from HSBC Mortgage Services, Inc., and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for drainage improvement purposes, including but not limited to drainage conveyance and access to the Drainage Pump Station known as the "Oakland Pump Station".

Legislative History:

6/20/11 Parish President Introduced

APPOINTMENTS

2011-0220 (6/20/2011)

Appoint a member to the River Region Caucus

On July 11, 2011, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilwoman Wendy Benedetto. Term to begin July 31, 2011 and expire January 9, 2012.

2011-0221 (6/20/2011)

Appoint a member to the River Region Caucus.

On July 11, 2011, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilman Larry Cochran. Term to begin July 31, 2011 and expire January 9, 2012.

2011-0222 (6/20/2011)

Council Alternate Appointment to the River Region Caucus.

On July 11, 2011, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilman Marcus M. Lambert - Alternate. Term to begin July 31, 2011 and expire January 9, 2012.

2011-0223 (6/20/2011)

Council Alternate Appointment to the River Region Caucus.

On July 11, 2011, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilman Paul J. Hogan, PE - Alternate. Term to begin July 31, 2011 and expire January 9, 2012.

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

144 **2011-0227** (6/20/2011, St. Pierre, Department of Finance)

Calendar of Official Action for the 2012 Budget: Set Public Hearing Dates - Grant Dussom

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

ZONING BOARD OF ADJUSTMENT: Thursday, 6/23/11, 7PM, Council Chambers

HOUSING AUTHORITY: Tuesday, 6/28/11, 6PM, Council Chambers

HOSPITAL BOARD: Wednesday, 6/29/11, 9AM, Council Chambers

COASTAL ZONE ADVISORY COMMITTEE: Thursday, 6/30/11, 6:30PM, Council Chambers

PLANNING & ZONING COMMISSION: Thursday, 7/7/11, 7PM, Council Chambers

ANNOUNCEMENTS

Twenty-First Annual Independence Day Celebration: Sunday, 7/3/11, 6PM - 9PM, Luling Bridge Park - Fireworks Display at Dark

PARISH HOLIDAY: Monday, 7/4/11 - Independence Day

******PLEASE NOTE THAT THERE WILL BE A THREE (3) WEEK LAPSE BETWEEN COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, JULY 11, 2011.**

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.

2011-0218

PROCLAMATION

WHEREAS, *the spirit of liberty and independence inspired the Second Continental Congress to resolve "That these United Colonies are, and of right ought to be free and independent States, that they are absolved from all allegiance to the British Crown, and that all political connection between them and the State of Great Britain is, and ought to be, totally dissolved"; and,*

WHEREAS, *the Congress appointed a Committee of Five consisting of John Adams, Roger Sherman, Benjamin Franklin, Robert Livingston, and Thomas Jefferson to draft a declaration presenting to the world the colonies' case for independence; and,*

WHEREAS, *on July 4, 1776, fifty-six delegates to the Second Continental Congress risked their "Lives, their Fortunes, and their Sacred Honor" to sign the Declaration of Independence and to assert their conviction that "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are Life, Liberty, and the Pursuit of Happiness"; and,*

WHEREAS, *July 4, 2011 marks the 235th Anniversary of American Independence; and,*

WHEREAS, *it is fitting and proper to accord official recognition to this memorable anniversary, and to the patriotic exercises that will commemorate the occasion; and,*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JULY 4, 2011, AS THE

"235th ANNIVERSARY OF AMERICAN INDEPENDENCE"

AND URGE OUR CITIZENS TO REFLECT ON THE BLESSINGS OF LIBERTY AND ON THE RIGHTS, PRIVILEGES, AND ATTENDANT RESPONSIBILITIES OF CITIZENSHIP IN OUR GREAT NATION; AND,

BE IT FURTHER RESOLVED, THAT ALL CITIZENS IN THE PARISH ARE INVITED TO ATTEND THE TWENTY-FIRST ANNUAL FESTIVITIES AT THE ST. CHARLES PARISH WESTBANK BRIDGE PARK IN LULING, ON SUNDAY, JULY 3, 2011, FROM 6 PM – 9 PM, WITH A FIREWORKS DISPLAY AT DARK.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

2011-0219

P R O C L A M A T I O N

WHEREAS, following July 4th, annually, Des Allemands has sponsored a festival that has grown yearly; and,

WHEREAS, the festival has grown to become one of the largest in the state; and,

WHEREAS, the Louisiana Catfish Festival is the most renowned tourist attraction in St. Charles Parish; and,

WHEREAS, on July 9, 1980, Act 132 of the Louisiana State Legislature proclaimed Des Allemands, Louisiana, in St. Charles Parish as the "Catfish Capital of the Universe"; and,

WHEREAS, the Catfish Festival was rated one of the Top 20 Events by the Southeast Tourism Society; and,

WHEREAS, the Louisiana Catfish Queen represents St. Charles Parish at many fairs and festivals including the Congressional Ball; and,

WHEREAS, many visitors from all over the country will be entertained with the World Championship Catfish Cooking Contest and the Catfish Eating Contest.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JULY 8, 9, AND 10, 2011, AS THE

"WEEKEND OF THE CATFISH"

AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DES ALLEMANDS, LOUISIANA.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

DENNIS NUSS
COUNCILMAN, DISTRICT VII

CATFISH0211.PCL (8/0)

2011-0213

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

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1AM to C-2 at Lot B-2, Estate of Abraham Byrd, Section 15, T13S, R20E (14952 River Road) in Hahnville LA as requested by Hankins-Kenny Ventures.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from R-1AM to C-2 at Lot B-2, Estate of Abraham Byrd, Section 15, T13S, R20E (14952 River Road) in Hahnville LA, as requested by Hankins-Kenny Ventures.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this zoning reclassification from R-1AM to C-2 at Lot B-2, Estate of Abraham Byrd, Section 15, T13S, R20E (14952 River Road) in Hahnville LA, as requested by Hankins-Kenny Ventures.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2011-07 requested by Hankins-Kenny Ventures for a change in zoning classification from R-1A to C-2 at Lot B-2, Estate of Abraham Byrd, Section 15, T13S, R20E (14952 River Road), Hahnville. Council District 1.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Booth: PZR-2011-07 is next. It's also tabled from a previous meeting. We need a motion to bring that from the table forward.

Mr. Gibbs: I'll make that motion.

Mr. Foster: Second.

Mr. Booth: We have a motion and a second. Let's vote to bring it forward to hear it tonight.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee

NAYS: None

ABSENT: None

Mr. Booth: That passes unanimous. PZR-2011-07 requested by Hankins-Kenny Ventures for a change in zoning classification from R-1A to C-2 at 14952 River Rd., Hahnville. Council District 1.

Mr. Romano: This case was tabled last month. I'm not sure if the applicant is here to talk about it. I believe you all had a public hearing last month on the matter. But anyway, I'll summarize it. This site is situated on River Road approximately 250 feet from and on the same side of River Road as the Planning & Zoning office, and near the Courthouse, and other institutional governmental facilities. The contractor for the potential future owner of site has consulted with the department about the contemplated retail use of the site if approved for rezoning. Commercial uses are sorely lacking in the community. In fact, the site has sat vacant and unused despite a for sale sign being in place for at least the past 12 months. It seems apparent that little interest has existed to develop the site residentially but that its location on LA 18 makes it better suited for light commercial uses rather than how it is zoned. Although not adjacent to the subject property, C-3 zoning exists along LA 18 on both sides of the street.

The Department feels that it meets the first criteria because the Department contends that existing zoning no longer allow reasonable use of the property. Interest in the site commercially may also be an indication of the potential for further commercial development resulting in the area if the site is developed. Particularly we are considering the recent and near future redevelopment of the Courthouse area. The present uses in the immediate vicinity across the River Road and the abutting down river site could anticipate commercial use. Although it could be said that the reverse is also true. However, consideration of the service, the anticipated commercial use could be to those who reside in the area could be beneficial to the area. In addition, there are CR-1 and C-2 uses including the governmental uses nearby and all of these facts lead us to conclude that the first criteria is met. I should also point out that, I may have pointed this out last month, assuming that you all vote to recommend approval, you may want to consider asking the applicant if they would be willing to modify their zoning request to C-1. The advice I gave the gentleman was in error. They wanted to do retail uses and those are also allowed in C-1. The advantage of doing that is that it places a pretty severe limitation on what could happen on the site. Basically C-1 allows office uses and retail uses and that's about it. Whereby if he keeps the C-2 uses, there are some more commercial uses that could occur. It's something to consider. Anyway the Department recommends approval.

Mr. Booth: Thank you Sir. This is a public hearing for PZR-2011-07 Hankins Kenny Ventures for rezoning R-1A to C-2 14962 River Road in Hahnville. Is anyone here to speak in favor of this application? State your name and address for the record please.

Michael Hankins, 323 Lake Day Road, Lake Charles, La. 70607. I'm the applicant Steve was talking about. We are proposing a retail development here that will bring jobs and revenue into the Parish. We tabled this last week due to some opposition and explored other options up and down River Road in Hahnville to do this project. Unfortunately, the combination of my retail tenant wanting to be on the going home side which is the levee side of the road, along with the depth that gets a lot more shallow in different areas lead us to the conclusion that this is really the only suitable piece that would work for our purpose. We're here again requesting that you guys recommend for the Planning Commission's recommendation.

Mr. Booth: Did you hear the comment about the C-1.

Mr. Hankins: Like Steve said that was based off of the recommendation of the Planning & Zoning Board. It doesn't matter to me if they tell me that my project will work under C-1. It has absolutely zero affect on me.

Mr. Booth: It seems that if your project will work under C-1 we could go from there.

Mr. Hankins: That's fine with me.

Mr. Booth: Thank you Sir. Anyone else here to speak in favor of this particular application? State your name and address for the record please.

Good Evening, Terrell Wilson, 154 Shaw Street is my current residence, Hahnville, La. I ask that you consider a recommendation for this application. I spent the first 30 years of my life next door to the proposed property and while growing up, we lived on the Luling side, the levee side. On the Luling side there was a Texaco Station which allowed us to get refreshments, snacks. We also had Caillet's grocery which was across the street which was a C-1 and C-2 next to Catco Construction. Speaking with the neighbors and all around Bethlehem Street and the Courthouse, they strongly feel that we need something like that to be able to get small grocery type items, toiletries, things of that nature. So your support for this application will be greatly appreciated. Thank you.

Mr. Booth: Thank you Sir. Is there anyone else here to speak in favor of this application, please step forward. Will you state your name and address for the record please ma'am.

My name is Patricia Bossier, I reside at 205 Wagon Wheel Drive in Hahnville. Wagon Wheel is in the subdivision by the Post Office in case anybody doesn't know. I grew up on the proposed property and I strongly feel that a dollar store would be very good for the community. I personally feel that the community will bring additional revenue, employment opportunity and convenience for local shoppers. I've collected 70 signatures, who strongly feel that and was real excited the fact about the proposed prospect of a dollar store in the immediate area. I ask you to consider the approving the rezoning to allow the construction of the dollar store.

Mr. Booth: Anyone else here to speak in favor of the application? Milton, state your name and address for the record please.

Milton Allemand, Hahnville. Last month after the meeting I talked to the gentleman out in the lobby and I told him that my wife would probably be very excited to have a dollar store in Hahnville. However I have mixed feelings to if that was a good spot for it or not. I even requested that he looked elsewhere. I have two comments. Remember we had a petition opposing it, hopefully that's been worked out, I think there were 20 something people signing the petition that opposing it. Hopefully he was able to get with some of those people and iron out some of their concerns if this is going forward. The second comment, let's get the verbiage done right tonight, make sure that we get to C-1, make sure that we get that on record tonight before it moves forward.

Mr. Booth: Anyone else to speak in favor of this particular application? Anyone to oppose this application, please step forward. State your name and address for the record please.

Alice Folsie, 14945 River Road, Hahnville, La. Last month they decided that the best thing to do was to table it, so they did that. I met with the gentleman briefly for a moment after the meeting and also I talked to him. I totally oppose it. My neighbor's in the surrounding area on River Road oppose it with the exception on my petition I had 21 signatures and at this time I would like to remove Mabel Byrd from that petition. From what I understand she was not competent of making a decision so please note that. So I have 20 signatures opposing. Most of them are on River Road and Lee Lane. The store is going to be directly across the street from my residence so I was concerned about the traffic, the noise level and I also asked the gentleman if we could talk, maybe if they could push the building back further toward the levee and maybe put a privacy fence up that maybe it wouldn't disturb us so much. We didn't discuss that. I even went and found him an alternative place to put the store. I called him and gave him the address so he could look it upon line, the community store right there on River Road, the same side, they would be driving out, same side of the River Road he's trying to go on now. He said that they were not interested in that piece of land. I don't know what the reasons were, but I did try to work with him on that. Other than that, I haven't heard anything and I don't believe that he's met with anybody to address any of their concerns.

Mr. Booth: Would you state your name and address for the record please.

Linda Lambert, 14951 River Road. It would be directly across from my house and I know there's a lot of traffic there now, it's a small road, people pull into my driveway all the time, stopping to pick up people coming back and forth. I heard that the trucks wouldn't be delivering until around 3:00 in the morning, my husband and I both work. I don't think that it needs to be across from my house and since this has went on, the property that's right next to it that was not being used has signs posted no trespassing, private property, keep off. So you know there are a lot of people that came down saying that live right there, I know people have spoke up saying that live down by the Post Office, down further, saying that oh yeah we are for it. Ok, put it in front their yard and see what they think. It's directly, we have issues with people walking up and down and it's just going to get worse and we've already had break ins. To me it's just more issues. Plus I

know that Alice did go find another place which we haven't even heard back. The only thing he has not spoke to us other than we received a certified letter in the mail.

Mr. Booth: Thank you.

Ms. Lambert: Thank you.

Mr. Booth: Yes Sir, would you state your name and address for the record please.

Donald Lambert, 14951 River Road, Hahnville. I just feel like this is invasive to the R-1A properties that is already existing. Now I know that there's got to be a lot more commercial property in Hahnville that would meet the needs and everything. It's like my wife said, we already have existing traffic and a curve right there in the road. It just seem dangerous and it just doesn't feel like a good fit to me. That's my view.

Mr. Booth: Thank you Mr. Lambert. Anyone else to speak in opposition to this request? Anyone else to speak in opposition? Seeing none, the public hearing is closed. Can you respond to some of the comments?

Michael Hankins: I tried to write them down and I'll go over them one by one. Ms. Folsie is correct. After the meeting last week I spoke with Ms. Folsie and Ms. Lambert for about 15 minutes to discuss their concerns. Generally the concerns were things that were unavoidable such as their perception that there would be increased traffic and increased crime, which I'll get to those later. One that Ms. Folsie brought up was to slide the building back, the building is basically back all the way to the back of the property, as is. There are Planning and Zoning stipulations that require buffer fences on both sides of the property, 10 ft. buffer yards. We'll obviously be complying with that, we'll be complying with the landscaping ordinances and all those types of things. Ms. Folsie as she said sent me a site that she felt would work for us. I looked at the site, the building is 5500 sq. ft. I need a building that 8000 sq. ft. So that building wouldn't work and that property is 18,000 sq. ft. The property that I'm looking at is 35,000 sq ft and it's as tight as possible at this point. I did explore that option and other options around town, it's just not feasible, this is the piece that we have to go forth with this on. Late night deliveries, that is certainly, a 3 a.m. delivery costs a lot of money. That is not something that we plan to do. I can't ever say that there won't be a 3 a.m. delivery, but it's certainly not going to be a norm. These buildings are created with very large drive lanes, 40 ft., 36-40 ft. drive lanes in the front as well as 36-40 ft. drive lanes on the side, all for the purpose of being able to bring in deliveries during the day while there are cars parked in the parking spots. So this late night delivery thing is certainly something that is tried to be avoided at all cost. As far as the other property owner, I'm not sure why signs went up, I have no idea what's going on there, so I can't really respond to that. Traffic, these stores try to get going home traffic. People who are coming from 310 going down River Road to their homes. That's the group that they are trying to get, so my development will more grab traffic that's currently going by rather than creating traffic. Having said that, there is certainly some potential for increased traffic, but if you look at a dollar store, now you'll see that they have 6 to 8 or 9 cars at any given time. We're not talking about a tremendous amount of traffic, we're not talking about a gas station or something like that, that has loads and loads of in and out and filling up and going in a minute and a half later. As far as

the crime goes, I've never seen anything indicate that a retail development will increase crime. These stores have security, they have lighting, it's not intrusive lighting, it's lighting that is focused on the parking area. The stores are not opened late, they are opened until about 9 o'clock. Not sure if that is a concern that would be realized that would increase crime. If there are any other concerns?

Mr. Booth: Does the Commission have any questions for the applicant?

Mr. Gibbs: What are the actual hours of operation?

Mr. Hankins: The hours of operation are 8 a.m. to 9 p.m. Sunday through Thursday, and then 8 a.m. to 10 p.m. Fridays and Saturdays.

Mr. Gibbs: Do you guys do any type of demographics with regards to pedestrian traffic? One of the lady's concern was increased crime. If you have pedestrian traffic, did you do any kind of study in regards to that?

Mr. Hankins: I'm actually the developer, what I do is buy the site, I build the building and I lease to the tenant. I don't handle the demographics and the market studies on these types of things.

Mr. Gibbs: The tenant is not here.

Mr. Hankins: Yeah. I can't speak to that.

Mr. Gibbs: My concern is pedestrian traffic. I don't think that these Dollar Generals regularly have walk in traffic, it's always drive in traffic and you guys have it set up to get the consumer to come in after hours, meaning after work hours, 6-9. That's when they anticipate most of their retail sales.

Mr. Hankins: Yeah, that's one of the things that they try to get is the traffic of people driving home from work which is 6-9, 5-8, 5-9, there's also a little traffic during the day.

Mr. Gibbs: And it's highly unlikely to have an early morning delivery.

Mr. Hankins: They do everything they can to avoid that, it's very expensive and we have very large drive lanes for that reason to accommodate the truck while the parking lot, even if it's totally full, the truck can still get in. In fact they require us to do an auto turn program which it's a CAD program that you're actually 2-D on the site plan show a truck and how it would drive in and pull back out. So they are confident that they can do that without running over any parking spaces and get in there without having to do a late night delivery.

Mr. Gibbs: Thank you.

Mr. Booth: Thank you Sir. Any other Commissioner?

Mr. Clulee: Mr. Chairman, the way I look at this, and I respect both sides, the petitions were 70-20 is what I think I heard the ladies say. The 2 ladies that spoke. But this has been advertised in the local paper, 2 months now and I would suggest that since it was advertised as R-1A to C-2 that we leave it like that because that's the legal advertisement that went forward. Is that correct Ms. Marousek?

Ms. Marousek: I would recommend retaining the advertised zoning. I think there happened times in the past where the Commission has made a recommendation of a lower zoning designation, I think that has moved forward in the past. The cleanest way would be to retain the request as presented.

Mr. Booth: So we can go with like it is, or we can do less than it is.

Mr. Clulee: But it has been advertised for 2 months by the Department like it is.

Mr. Booth: Yes Sir.

Mr. Clulee: And if you get somebody that wants to test it, you can be in court.

Mr. Booth: I understand that.

Mr. Gibbs: The developer has already said that it didn't matter to him either way, so we should go with what was advertised.

Mr. Booth: Ok. No problem.

Mr. Foster: The first lady that spoke a while ago said she had a petition of 20 people that were for.

Mr. Clulee: 20 against, 70 for.

Mr. Foster: The people that were against are they in that general vicinity or are they close.

Ms. Folsie: Yes Sir, they are primarily walked along the River Road so it starts right where the hayfield is on both sides of River Road, they've signed and I went down Lee Lane and a few on Bethlehem, so they are right there in that area. So that's where I focused because it's right across the street again. The side fences that you are talking about for sound is not going to help me, because it's directly in front of me.

Mr. Foster: We have 40 people that signed petitions, I didn't think that there were 40 families that live there.

Ms. Folsie: I believe that she is talking about the subdivision behind the Post Office. Everybody that doesn't have to be faced with it on River Road is probably going to sign that they are for it. I agree that we do need something, but the traffic and being across from my house, I'm just

opposed to it. Nobody even mentioned the traffic from the plant. I can't even get out of my driveway at times.

Linda Lambert, that's why I came back up real quick. We're not talking about the traffic that's going to be for the dollar store, other than when it gets late night, 6-9:30, the traffic and the walking traffic. In the morning time and the evening time at 6 o'clock, you can't get in your driveway and you can't get out your driveway, because there is so much traffic on River Road and River Road is not that wide and plus the stuff, the driveway that they are talking about pulling the truck in, it's right in front of our driveways. You know that we are going to get people pulling in our driveway more than they do now. They'll stop now and go across the street and different things like that.

Mr. Clulee: One more thing. We have very few arterial roads/streets in the parish and I think that's where commercial should be is on these arterial streets. I respect both sides of this debate but I have to be for it.

Mr. Wilson: I was trying to clear up some concerns Ms. Lambert had. I spoke with the adjacent property owner yesterday, Mr. Harold Gross, who have the NO TRESPASSING signs, that's specifically because we are about to get into an election and they didn't want all of those signs on the property. One concern he did have, was how the rezoning would affect his property taxes, I contacted Mr. Rock Gisclair's office and I got clarification and got back with Mr. Gross and explained to him that if there was any change or increase in taxes as a result of some millage, but no rezoning. Second Ms. Lambert mentioned a lot of pedestrian traffic, my mother who is in excess of 70 years old is visited by us, quite frequently, we grew up there, when we grew up there, this courthouse had a jail upstairs, so we saw a lot of pedestrian traffic from people just getting out of jail with Winn Dixie bags in their hands. There is nothing that I can do to control or police the pedestrians that walk along the sidewalk and I don't really see where this store is going to create any additional pedestrian traffic than they already have. So I just wanted to clarify the no trespassing piece and as far as the pedestrian traffic, I know our Sheriff take great pride and saying the crime in this parish continues to decline. So unless someone can provide me with some statistics that the most recently constructed dollar store in Luling caused an increase in crime then the point is moot. Thank you.

Mr. Booth: Thank you. Does the Commission have any other comment or questions? Let's call for the vote.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee
NAYS: None
ABSENT: None

Mr. Booth: That passes. This is a recommendation that is going to the Council on June 20th.

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2011-07

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** **Application Date: 4/5/11**
Hankins-Kenny Ventures for
Estate of Abraham Byrd
4045 Morning Arbor Pl
Lake Charles LA 70605
337.564.6616
- ◆ **Location of Site:**
14952 River Rd, Hahnville
- ◆ **Requested Action:**
Rezone from R-1AM to C-2.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
Approximately 32,600 sq. ft.
- ◆ **Existing Land Use and Zoning:**
Currently zoned R-1A(M) and is vacant.
- ◆ **Surrounding Land Uses and Zoning:**
R-1A zoning surrounds the site. R-1A land uses exist across River Road from the site and abut the site to the south. To the north approximately 250 feet from site the land (which is the Planning & Zoning office) is zoned C-3. Land catty corner to the site and across River Road is zoned C-2 with the same uses. Site backs up to the Mississippi River levee.
- ◆ **Comprehensive Plan Specifications:**
(Hahnville) "Maintain the rural and historic character of the community while maintaining the existing residential uses and promoting residential development. Encourage commercial and light industrial uses in some areas."
- ◆ **Utilities:**
All are in place.
- ◆ **Traffic Access:**
River Road (LA 18).

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from 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 tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:

- a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND:

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

1. Use Regulations:

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

- (1) All uses allowed in C-1 District. (Ord. No. 88-5-5, 5-16-88)
- (2) Retail sales (except auto and mobile home sales), usage, and storage
- (3) Hotels, motels and apartment hotels
- (4) [Repealed by Ord. No. 92-9-14, 9-8-92.]
- (5) Restaurants (including drive-in restaurants) and cafeterias. Specific land use requirements for restaurants serving alcoholic beverages are contained in subsection III.59. of these regulations, with further details contained within Chapter 3 of the St. Charles Parish Code of Ordinances. (Ord. No. 94-11-2, § V, 11-7-94)
- (6) Animal hospitals where all animals are kept inside the building
- (7) Service station
- (8) Commercial recreation facilities
- (9) Commercial greenhouses and nurseries
- (10) Commercial schools
- (11) Shops not to exceed two thousand five hundred (2,500) square feet of floor area for the repair and servicing of the following:

bicycles
radios
televisions
stereos and recorders
household appliances
locksmith
typewriters
other similar uses

- (12) Shops not to exceed two thousand five hundred (2,500) square feet of floor area may also include the following uses:

dressmakers
millinery
tailors
baking goods sales
laundry and dry cleaners
theatres (but not the drive-in type)

- (13) Laboratories
- (14) Customary accessory uses incidental to the above uses when located on the same lot
- (15) Funeral homes (provided that a petition of no objection signed by a majority of property owners within a three hundred foot radius of the site and one hundred (100) percent of the property owners on the same street within the same block be filed with the Planning Zoning Department
- (16) Cemeteries and mausoleums, provided however that such uses shall be located on sites of at least twenty (20) acres, all graves shall be set back at least fifty (50) feet from all property lines, shall have a minimum street frontage of one hundred (100) feet and a fence or screen planting six (6) feet high shall be provided along all property lines adjoining all districts.

(17) Other uses of similar intensity.

(18) Mini-storage facilities (limited to one-story construction in C-2 district). (Ord. No. 98-3-17, § II, 3-23-98).

b. Special exception uses and structures include the following:

(1) Dwelling units contained within the office building

(2) Reserved

(3) Reserved

(4) Churches

(5) Movie theaters

(6) Temporary on-site construction buildings for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)

(Ord. No. 85-7-17, 7-22-85)

c. Special permit uses and structures include the following:

(1) R-1A and R-1B uses upon review and approval by the Planning Commission.

(2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.

(3) Office buildings for gaming operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.

(4) Motor vehicle repair. Automobile sales and service on designated federal and state highways; body repair activities being strictly prohibited in the C-2 zoning district.

(5) Heating and air conditioning service.

(6) Sheet metal shops

(7) Plumbing shops.

(8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.

(9) Bingo halls, video bingo parlors, and off-track betting establishments upon review of the planning commission and ordinance of the St. Charles Parish Council.

(Ord. No. 92-9-14, 9-8-92; Ord. No. 94-1-9, § III, 1-10-94; Ord. No. 94-6-6, § I, 6-6-94; Ord. No. 98-7-6, 7-6-98; Ord. No. 02-5-21, 5-20-02; Ord. No. 03-1-12, § III, 1-21-03; Ord. No. 07-10-10, § I, 10-15-07; Ord. No. 09-4-19, § I, 4-20-09)

2. Spatial Requirements:

a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.

b. Minimum yard sizes:

(1) Front - twenty (20) feet

(2) Side - five (5) feet

(3) Rear - ten (10) feet.

(Ord. No. 82-6-6, § I, 6-7-82)

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XI, 8-18-08)

3. Transportation Requirements: Arterial

4. Special Provisions:

a. Where any commercial use in a C-2 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

(Ord. No. 82-6-9, § III, 6-7-82; Ord. No. 98-1-3, § III, 1-5-98)

ANALYSIS

This site is situated on River Road approximately 250 feet from and on the same side of River Road as the Planning & Zoning office, and near the Courthouse, and other institutional governmental facilities. The contractor for the potential future owner of site has consulted with the department about the contemplated retail use of the site if approved for rezoning. Commercial uses are sorely lacking in the community. In fact, the site has sat vacant and unused despite a for sale sign being in place for at least the past 12 months. It seems apparent that little interest has existed to develop the site residentially but that its

location on LA 18 makes it better suited for light commercial uses rather than how it is zoned. Although not adjacent to the subject property, C-3 zoning exists along LA 18 on both sides of the street.

It could be contended that existing zoning no longer allows reasonable use of the property. Interest in this site commercially may also be an indication of the potential for further commercial development resulting in the area if this site is developed, particularly when considering the recent and near future redevelopment of the Courthouse area. Present uses in the immediate vicinity (across River Road and abutting the downriver side of the site) could conflict with the anticipated commercial use. However, consideration of the service the anticipated commercial use could be to those reside there could be beneficial. In addition, there are CR-1 and C-2 uses (including the governmental uses) nearby. All of these facts address the tests of the first criteria, which this application meets.

DEPARTMENTAL RECOMMENDATION

Approval.

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown herein is not in a special flood hazard area. The property lies in a Zone X as per sheet 150 of said maps, having an effective date of June 16, 1992.

APPROVALS:

[Signature]
DIRECTOR, PLANNING & ZONING DEPT.

02/24/2003
DATE

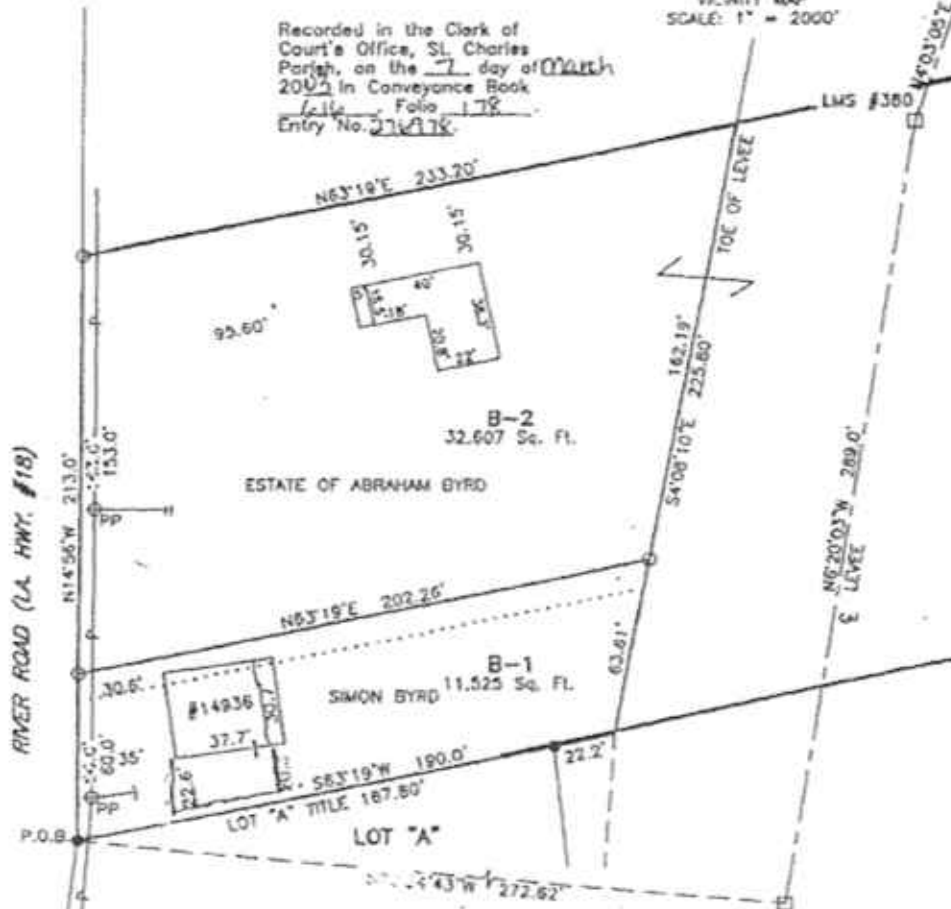
Albert W. King
ST. CHARLES PARISH PRESIDENT

2/27/2003
DATE



Recorded in the Clerk of Court's Office, St. Charles Parish, on the 27 day of March 2003 in Conveyance Book 1616, Folio 178, Entry No. 276378.

VICINITY MAP
SCALE: 1" = 2000'



SURVEY AND RESUBDIVISION OF TWO UNNUMBERED, UNLETTERED LOTS INTO LOTS B-1 & B-2, ONE ACQUIRED BY ABRAHAM BYRD ON 1-8-17 AND DESCRIBED AS MEASURING 213' FRONT ON THE PUBLIC ROAD AND EXTENDING TO THE RIVER RUNNING BETWEEN PARALLEL LINES AND THE OTHER ACQUIRED BY SIMON BYRD ON 10-3-45 FROM ABRAHAM, HAVING A WIDTH ON THE EAST SIDE OF THE PUBLIC ROAD OF 50' BY A DEPTH BETWEEN EQUAL AND PARALLEL LINES OF 194' AND BOUNDED BY THE LEVEE IN THE REAR LOCATED IN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 20 EAST AT HANNVILLE, ST. CHARLES PARISH, LA.

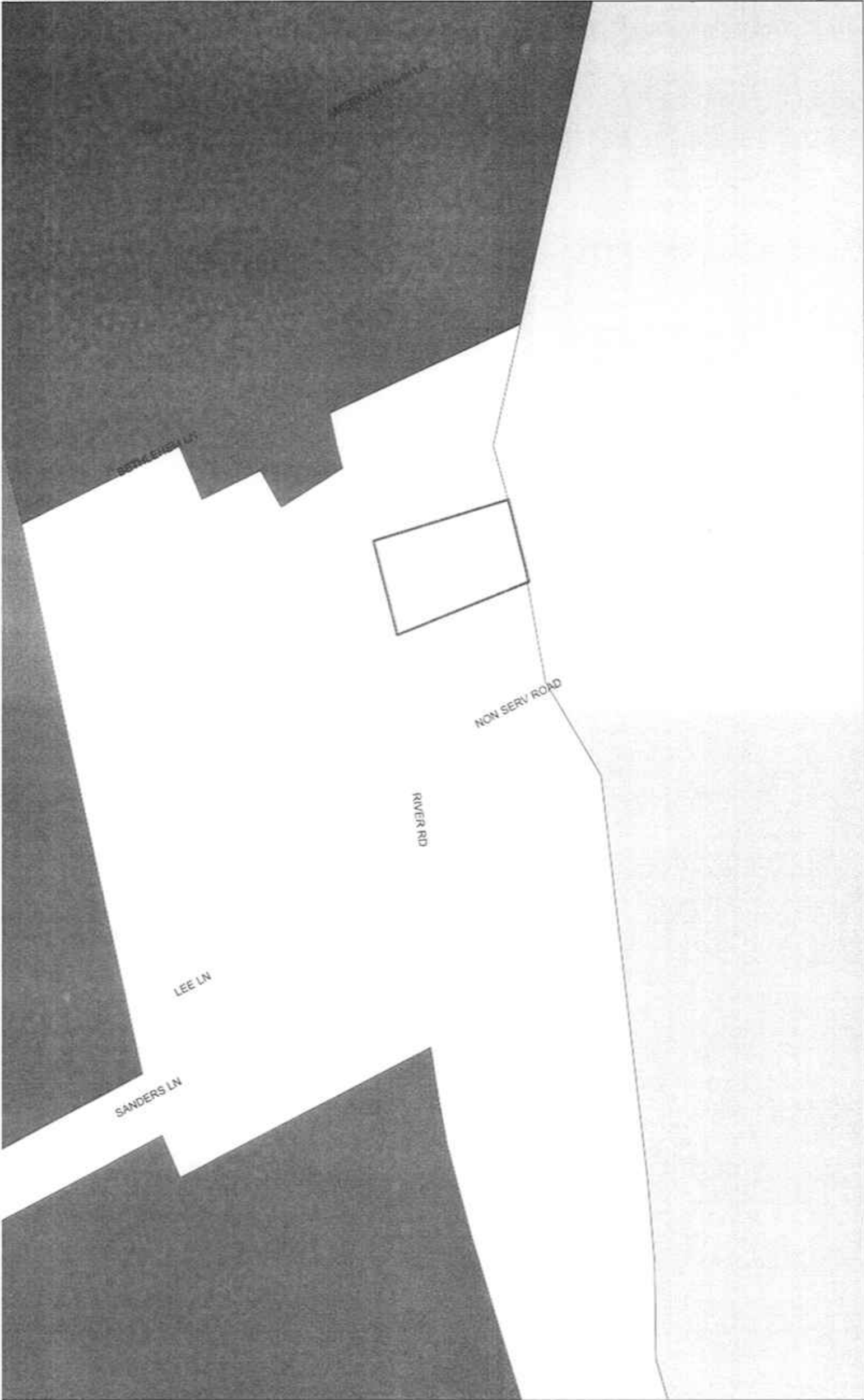
BEARINGS REFER TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE

- : DENOTES 1/2" IRON ROD SET
- : DENOTES 1/2" IRON ROD FOUND

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "D" SURVEY. THIS SURVEY WAS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND CONTROL.

FILE #	D3K005
SCALE:	1" = 50'
DATE:	1/15/03

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



PZR-2011-07 - Re-Zone Property

R-1A to C-2 @ 14952 River Road, Hahnville, LA

I/We are in support of re-zoning the above named property to allow the construction of a Dollar Store. We strongly feel that this would be an asset to our community.

Signature	Address
1. Leo P. DUMAS	204 POWERK DR
2. Lester Rainey	216 Trailsway Dr.
3. James Mustie	204 Court House Lane #31258
4. Dena Wilson	425 Courthouse Ln. Hahnville, LA 70057
5. Hulley B. Warren	425 Courthouse Lane
6. Barbara Small	346 Gum St. Hahnville, La. 70057
7. Janet P. Smei	205 Wagon Wheel Dr. Hahnville, LA
8. Aquin R. Mitchell	413 Ash St. Hahnville, La.
9. Anita Cannon	201 Hickory St. Hahnville, La
10. Yolanda Robertson	15476 Rusk Rd Hahnville, La. 70057
11. Dalena Medford	P.O. Box 672 Hahnville, LA 70057
12. Gilwin Wynn	346 Gum St Hahnville, La. 70057
13. Mackie Scott	114 Surrey Dr Hahnville 70057
14. Jamilign Brown	253 Trailsway DR. 70057
15. Caroline Jackson	245 Pioneer St Hahnville
16. Jachee Ribent	122 Smith St. Hahnville
17. Patricia Bassier	205 Wagon Wheel Dr. Hahnville
18. Carl A. Scott	114 Surrey Dr. Hahnville 70057
19. Mackie Scott	114 Surrey Dr Hahnville
20. Gloria Scott	114 Surrey Dr. Hahnville
21. Laura Scott	114 Surrey Dr. Hahnville
22. Leonard C. Jackson	673 Court House Lane Hahnville LA.
23. Mackie Scott	346 Pioneer St, Hahnville, LA
24. Sheranne Hamilton	346 Pioneer St, Hahnville, LA
25. Alexander Hamilton	346 Pioneer St, Hahnville, LA

26.	James C. Laro	339 Pioneer Dr Hahnville LA 70057
27.	Lyndell W. Delaurie	260 Pioneer Dr Hahnville LA 70057
28.	Tracy D. Helain	260 Pioneer Dr Hahnville LA 70057
29.	Shane M. Jones	260 Pioneer Dr Hahnville LA 70057
30.	James Wilson	406 Courthouse Ln Hahnville LA 70057
31.	Russell Wilson Sr.	406 Courthouse Ln Hahnville LA 70057
32.	Cedric Johnson Sr.	209 Pioneer Dr Hahnville LA 70057
33.	Wayne Babson (W)	265 Pioneer Dr Hahnville LA 70057
34.	Shelia Amy	225 Pioneer Dr. - Hahnville, La. 70057
35.	Charlye Wilson	225 Pioneer Dr. - Hahnville, La 70057
36.	Lynn W. Merri	278 Trailsway Dr. Hahnville, La 70057
37.	Richard S. Williams	369 Pioneer Dr. Hahnville, La 70057
38.	Cathy M. Heland	133 Bethlehem St Hahnville LA 70057
39.	W. J. Laro	515 Courthouse Lane Hahnville, La.
40.	W. J. Laro	515 Courthouse Lane Hahnville
41.	Meslyn Alexander	101 Pecan St Hahnville, La 70057
42.	Wanda Babson	203 Pioneer St Hahnville, La 70057
43.	Wayne Babson	217 Pioneer St Hahnville, La 70057
44.	Cedric Johnson Sr	209 PIONEER DR HAHNVILLE, LA 70057
45.	Michael Stueb	209 Wagon DR Hahnville, LA, 70057
46.	Hulbert Rabatton	15476 - River Rd. Hahnville LA. 70057
47.	John Meyer	118 Wagon Wheel Dr, Hahnville La 70057
48.	DONNA Smith	P.O. Box 506 - Hahnville, LA. 70057
49.	DONNA Nunn	113 Surrey Dr. - Hahnville, LA. 70057
50.	Dorothy W. Boyd	15457 River Rd Hahnville La 70057
51.	Dennis Odum	145 Smith St Hahnville, La 70057
52.	Lacy Williams	145 Smith St. Hahnville, La 70057
53.	Elliott Kenney	108 Monga St. New Orleans La 70082
54.	Pamela Bailey	145 Smith St. Hahnville, La.
55.	Kyle Kenney	145 Smith St. Hahnville, La. 70057
56.	Cornel Johnson	209 Pioneer Dr. Hahnville, La. 70057
57.	Albion S. Rene	217 Pioneer Dr. Hahnville, LA 70057
58.	Matt Dahl	101 Surrey Dr. Hahnville, LA 70057
59.	Heather Dahl	101 Surrey Dr. Hahnville, LA 70057
60.	Kevin Banner	3910 Courthouse Lane 70057

PZR-2011-07 - Re-Zone Property

PBOSSIER 05 @ yahoo.com

R-1A to C-2 @ 14952 River Road, Hahnville, LA

I/We are in support of re-zoning the above named property to allow the construction of a Dollar Store. We strongly feel that this would be an asset to our community.

Signature	Address
1. <i>[Signature]</i>	133 BETHLEHEM STREET
2. <i>Carl Bate</i>	127 BETHLEHEM STREET
3. CLARENCE GROSS, SR	124 BETHLEHEM Street
4. <i>[Signature]</i>	124 Bethlehem Street
5. <i>Casey M Alexander</i>	133 Bethlehem St Hahnville, LA 70057
6. <i>[Signature]</i>	1413 Bethlehem Lit. 70057
7. ROOSEVELT SIMMONS	214 Joe Louis Ln. Hahnville, LA
8. <i>[Signature]</i>	454 Courthouse Liv. Hahnville, LA
9. <i>[Signature]</i>	385 Courthouse Ln. Hahnville, LA
10. <i>Barbara Malle</i>	14796 Hwy 18 Hahnville, LA. 70057
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2011-0214

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

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A to C-1 at Lot 36A-1 (123 Elm Street), Hahnville LA, as requested by Cornelius & Terri Darensbourg.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from R-1A to C-1 at Lot 36A-1 (123 Elm Street), Hahnville LA, as requested by Cornelius & Terri Darensbourg.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this zoning reclassification from R-1A to C-1 at Lot 36A-1 (123 Elm Street), Hahnville LA, as requested by Cornelius & Terri Darensbourg.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2011-08 requested by Cornelius & Terri Darensbourg for a change in zoning classification from R-1A to C-1 at Lot 36A-1 (123 Elm Street), Hahnville. Council District 1.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Booth: Ok public hearing for PZR-2011-08 requested by Terri Darensbourg for a change in zoning classification from R-1A to C-1 at 123 Elm Street, Hahnville. Council District 1.

Mr. Romano: The subject site, Lot 36A-1, is situated directly behind a light commercial retail building that fronts along River Road in Hahnville (Daddy's Fried Chicken). The application states that the intended use for the site is a driving school business, an allowable office use under C-1 zoning.

A portion of this lot was formerly triangle-shaped and denoted as Lot 36A. It was rezoned in 1998 from CR-1 to C-1, per Ordinance 98-3-2. Since then a snowball stand and parking and open area uses have existed on the lot as well as on the abutting Lot 34A. In 2004, these two lots were subdivided; Lot 36A-1, the lot with the snowball stand and ancillary uses was increased in area widened 36.4 feet by taking the width and area from Lot 34A, the remainder of which became Lot 34A-1. But this resubdivision also resulted in Lot 36A-1 having split-zoning—C-1 and R-1A. If rezoning to C-1 is approved, the split zoning would be removed and the lot would more than meet the minimum hard-surface frontage and square foot requirements for C-1 zoning.

Based on the findings below, departmental review of this application concludes that this request meets some of the tests of the second and third criteria but meets all of the tests of the first criteria.

Since the 1998 rezoning, the entire site was used commercially even though part of the site had residential zoning as it does now. With the 2004 resub the site exists as a single lot but with split zoning. This creates an unreasonable conflict for the property owners because they cannot expand their light commercial land uses, other than certain ancillary uses such as parking, on the site and there is little they could do with the portion of the site zoned C-1. Furthermore, a single-family use could not occur on the site as it would involve using part of the commercially zoned lot. Traditional zoning states allowable uses first, and then provides certain allowable uses through the special permit process. Because the applicant site has split-zoning and is shaped in such a way that makes it exceedingly challenging to utilize under either C-1 or R-1A zoning, this is an unusual burden being placed on the property owners. It ends up placing an unreasonable limitation on the property owners because residential land uses on land zoned C-1 requires approval of a special permit use and yet residential portion of the site cannot be used commercially.

While changing the entire site to C-1 would make the site more similar to the land uses along River Road, it would also provide the added benefit to the abutting R-1A land uses by providing a transitional buffer of the similar commercial land uses but C-2 zoned land along River Road from the residential land uses. So rezoning the site to allow light commercial land uses would do nothing to neither change the land use character of the site nor result in a significant land use change. Rezoning the entire site to C-1 would also clear up the split-zoning discrepancy that place unreasonable limitations on the property owners. It would be better to have a single with a single zoning designation. It only extends C-1 zoning into a residential district for a distance of 36.40 feet. The impact to the neighborhood should be minimal because the uses allowed in C-1 zoning have very little intensity. The Department recommends approval.

Mr. Booth: Thank you Sir. This is a public hearing for PZR-2011-08 Terri Darensbourg for a change in zoning classification from R-1A to C-1 at 123 Elm Street, Hahnville. Is there anyone here to speak in favor of this application, please step forward.

Terri Darensbourg, I reside at 387 King Street, Hahnville, La.

Mr. Booth: Do you have anything to add to what was just said, some comments about what you are doing there?

Ms. Darensbourg: I just want to assure the neighbors of mine. I want to construct a driving school. I've been doing my classes, I've been renting along the River Road, I started off at the Ramada Inn and my classes are getting a little bit larger. I just want to assure them that if I can conduct a class in the board room at the Ramada Inn and no one knows that we are there, I think by me putting a building on my property. I've been owning the property for some time now and it's a big thing that I bought the property and I can't do anything with it. I own my own home. I have the front part the property zone commercial and I don't know how the back part of the property is zoned residential. I would like to zone the whole property and get the use of the property to build something of my own, so I can own my own school instead of paying rent along the River Road. I just want a stable business, a stable environment. I just want the neighbors to know that we do conduct my school in a mannerly way, just as if you would go to Hahnville High, there are rules and regulations that we must follow. There will be no more traffic than my snowball stand. The school is closed at 4 o'clock in the evening. Sometimes I may go in there to do extra work or whatever, but I don't think that it would make a big impact on the area as far as any discrepancy.

Mr. Booth: Thank you ma'am. Anyone here to speak in favor of this application? Anyone to oppose this application, please step forward.

Milton Allemand, I think we ought to have a third category. A category of I don't really care but I would like to comment, if you understand what I'm saying. I'm sure what the lady wants to do is very vanilla and probably the people in the neighborhood won't have a problem with it, you don't see anyone here complaining. My concerns are 6 months from now if that business went out of business and it remains C-1, the next developer or the next business may not be as compatible or agreeable to the residents of the neighborhood and that's nothing that we can do about that now, but moving forward, maybe we can figure out a way that we can tie these zoning changes into the business that it's going to be and when the business no longer exist, that zoning change reverts back to where it was. Just a comment.

Mr. Booth: Thank you Sir. Anyone else to speak in opposition, or anyone who just have a comment? State your name and address for the record please.

Kamau Odinga, 132 Oak Street, my property abuts her property. Keeping with what Mr. Allemand just said, I am the one that would be negatively impacted if someone else should come and change the business. I have decided that I will take that risk so the lady can conduct her business so I'm in favor.

Mr. Booth: Thank you Sir. Anyone else have a comment on this particular application? Hearing none, the public hearing is now closed. Any questions from the Commission?

Mr. Gibbs: How many students are we talking about on a regular basis?

Ms. Darensbourg: Through the Office of Motor Vehicles we are allowed 40 students, but that doesn't mean that we are going to get 40 students at one time.

Mr. Gibbs: So more than 40 at one time.

Ms. Darensbourg: We are not allowed more than 40 students. As far as traffic wise, the students that are coming there can't drive, their parents are dropping them off.

Mr. Gibbs: How often do you have these classes?

Ms. Darensbourg: Right now, with the summer break, I have the class Monday, Tuesday, Wednesday Thursday. Sometimes I have the class on Saturday only.

Mr. Booth: How many are usually in one of your classes?

Ms. Darensbourg: I've had 10 to 15 students at one time.

Mr. Booth: Thank you.

Mr. Gibbs: How long have you been doing this.

Ms. Darensbourg: I've been certified since September, but I started the class in January of this year. I'm also a certified bus driver trainer/instructor for St. Charles Parish School Board.

Mr. Romano: Mr. Gibbs, I would like to also point out to that she may end up limited in how big her building or facility and therefore how many students she can have, because of the size of the lot. Through the permitting process, you may find that she may only be able to put a building of certain size and then the parking regs say that you need 1 space per 150 sq. ft. of area so it's conceivable that you may have less than a dozen cars there. So that's another contributing factor, but it's something that is beyond the scope of your consideration in that it would be zoned C-1, but through the permitting process, she may not be able to accommodate as many students as she is accommodating now.

Mr. Booth: Thank you Sir. Anyone else? Let's call for the vote.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee
NAYS: None
ABSENT: None

Mr. Booth: That passes unanimously. Ma'am you need to go to the Council meeting on June 20th to see if you can get them to agree with you. We will recommend it and it will be up to the Council. Thank you.

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2011-08

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** **Application Date: 5/2/11**
Cornelius & Terri Darensbourg
387 King Street
Hahnville LA 70057
985.783.6478
504.382.6452
- ◆ **Location of Site:**
123 Elm Street, Hahnville
- ◆ **Requested Action:**
Rezone from R-1A to C-1.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
Approximately 12,161.25 sq. ft.
- ◆ **Existing Land Use and Zoning:**
The property is to the rear of a fast food establishment fronting River Road and has a snowball stand situated on it.
- ◆ **Surrounding Land Uses and Zoning:**
Residential on Elm Street, except on River Road corners where the zoning and land use is C-2.
- ◆ **Comprehensive Plan Specifications:**
(Hahnville) "Maintain the rural and historic character of the community while maintaining the existing residential uses and promoting residential development. Encourage commercial and light industrial uses in some areas."
- ◆ **Utilities:**
All are in place.
- ◆ **Traffic Access:**
Elm Street & River Road

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from 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 tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.

- b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND:

III.]C-1. General commercial district- Commercial offices:

1. Use Regulations:
 - a. A building or land shall be used for the following purposes:
 - (1) All uses allowed in the CR-1 district. (Ord. No. 88-5-5, 5-16-88)
 - (2) Any type of commercial office or retail sales, excepting those offices serving gambling operations. (Ord. No. 88-5-5, 5-16-88; Ord. No. 94-1-9, § II, 1-10-94)
 - (3) (Repealed by Ord. No. 88-8-5, 8-1-88)
 - b. Special exception uses and structures include any use related to the principal use.
 - c. Special permit uses and structure include the following:
 - (1) Child care centers.
 - (2) All uses allowed in an R-1A Zoning District, upon review by the Planning Commission. (Ord. No. 92-9-14, 9-8-92)
 - (3) Multifamily dwellings, including duplexes, apartments, apartment houses, townhouses, condominiums, boarding, and lodging houses, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-9-14, 9-8-92)
2. Spatial Requirements:
 - a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.
 - b. Minimum yard sizes:
 - (1) Front - twenty (20) feet
 - (2) Side - five (5) feet
 - (3) Rear - ten (10) feet.
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, 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. (Ord. No. 08-8-9, § X, 8-18-08)
(Ord. No. 82-6-6, § 1, 6-7-82)
3. Transportation System: Collector or arterial preferred. Permitted on local if serving similar uses.
4. Special Provisions:
 - a. Where any commercial use in a C-1 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.
(Ord. No. 82-6-9, § III, 6-7-82; Ord. No. 98-1-3, § II, 1-5-98)

ANALYSIS

The subject site, Lot 36A-1, is situated directly behind a light commercial retail building that fronts along River Road in Hahnville (Daddy's Fried Chicken). The application states that the intended use for the site is a driving school business, an allowable office use under C-1 zoning.

A portion of this lot was formerly triangle-shaped and denoted as Lot 36A. It was rezoned in 1998 from CR-1 to C-1, per Ordinance 98-3-2. Since then a snowball stand and parking and open area uses have existed on the lot as well as on the abutting Lot 34A. In 2004, these two lots were subdivided; Lot 36A-1, the lot with the snowball stand and ancillary uses was increased in area widened 36.4 feet by taking the width and area from Lot 34A, the remainder of which became Lot 34A-1. But this resubdivision also resulted in Lot 36A-1 having split-zoning—C-1 and R-1A. If rezoning to C-1 is approved, the split zoning

would be removed and the lot would more than meet the minimum hard-surface frontage and square foot requirements for C-1 zoning.

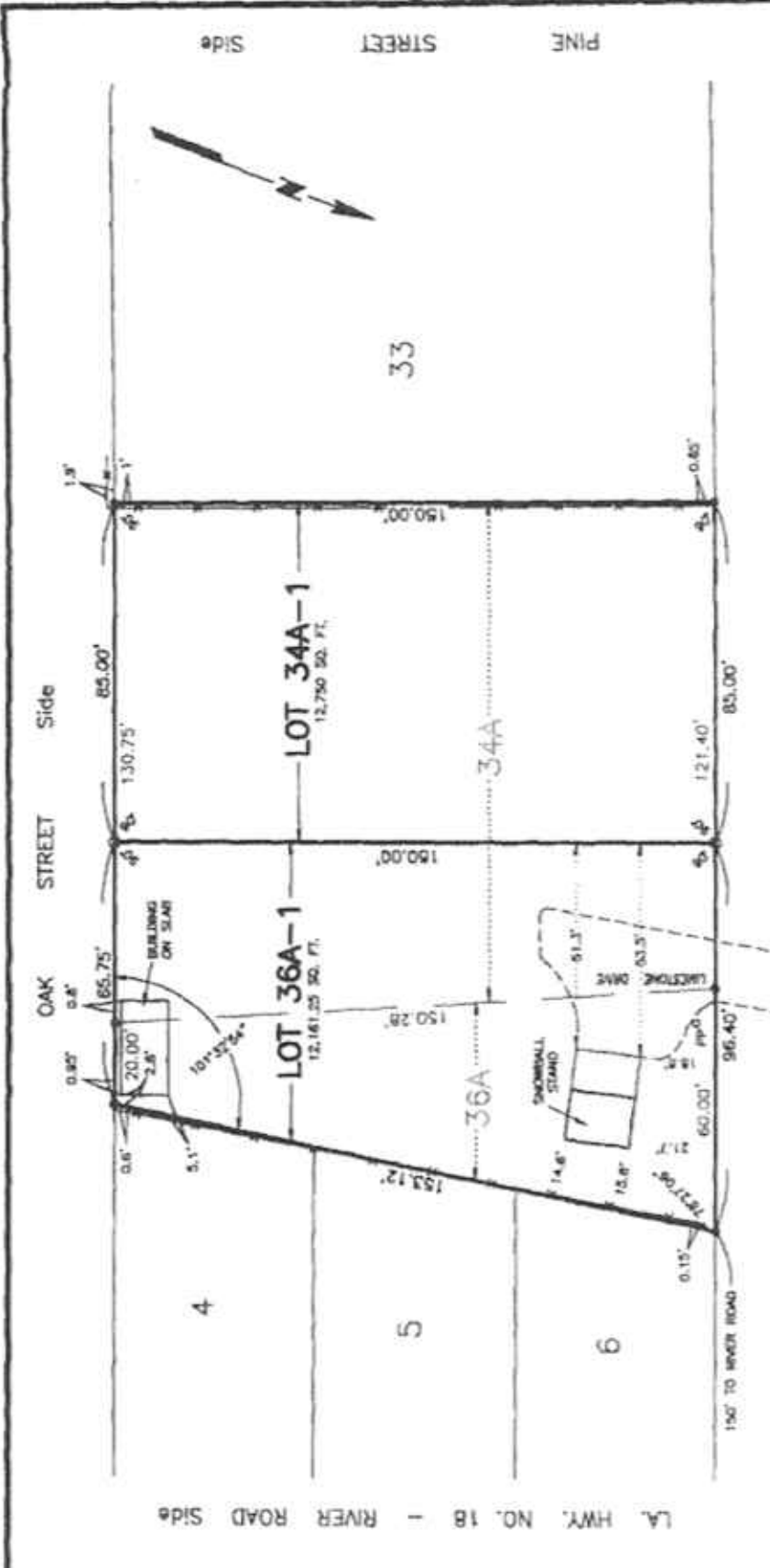
Based on the findings below, departmental review of this application concludes that this request meets **some** of the tests of the **second** and **third** criteria but **meets all** of the tests of the **first** criteria.

Since the 1998 rezoning, the entire site was used commercially even though part of the site had residential zoning as it does now. With the 2004 resub the site exists as a single lot but with split zoning. This creates an unreasonable conflict for the property owners because they cannot expand their light commercial land uses, other than certain ancillary uses such as parking, on the site and there is little they could do with the portion of the site zoned C-1. Furthermore, a single-family use could not occur on the site as it would involve using part of the commercially zoned lot. Traditional zoning states allowable uses first, and then provides certain allowable uses through the special permit process. Because the applicant site has split-zoning and is shaped in such a way that makes it exceedingly challenging to utilize under either C-1 or R-1A zoning, this is an unusual burden being placed on the property owners. It ends up placing an unreasonable limitation on the property owners because residential land uses on land zoned C-1 requires approval of a special permit use and yet residential portion of the site cannot be used commercially.

While changing the entire site to C-1 would make the site more similar to the land uses along River Road, it would also provide the added benefit to the abutting R-1A land uses by providing a transitional buffer of the similar commercial land uses but C-2 zoned land along River Road from the residential land uses. So rezoning the site to allow light commercial land uses would do nothing to neither change the land use character of the site nor result in a significant land use change. Rezoning the entire site to C-1 would also clear up the split-zoning discrepancy that place unreasonable limitations on the property owners. It would be better to have a single with a single zoning designation. It only extends C-1 zoning into a residential district for a distance of 36.40 feet. The impact to the neighborhood should be minimal because the uses allowed in C-1 zoning have very little intensity.

DEPARTMENTAL RECOMMENDATION

Approval.



Recorded in The Clerk of Court's office
St. Charles Parish on the 8th day of
October 2004, in Book 641
Folio 832. Entry # 300245e

Signature _____ Title _____

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

LUCIEN C. GRESSEN, PLS
Registration No. 353
LUDING, LOUISIANA 70070



RESUBDIVISION OF LOTS 34A & 36A, SQUARE 2
KELLER ACRES SUBDIVISION
INTO LOTS 34A-1 & 36A-1
IN SECTION 26, T13S - R20E
ST. CHARLES PARISH, LOUISIANA
SEPTEMBER 20, 2004

SCALE: 1" = 40'

CERTIFIED TO NORMAN A. DANOS, JR.

- LEGEND
- - R FOUND
 - - R SET
 - - FENCE
 - PO - POWER POLE

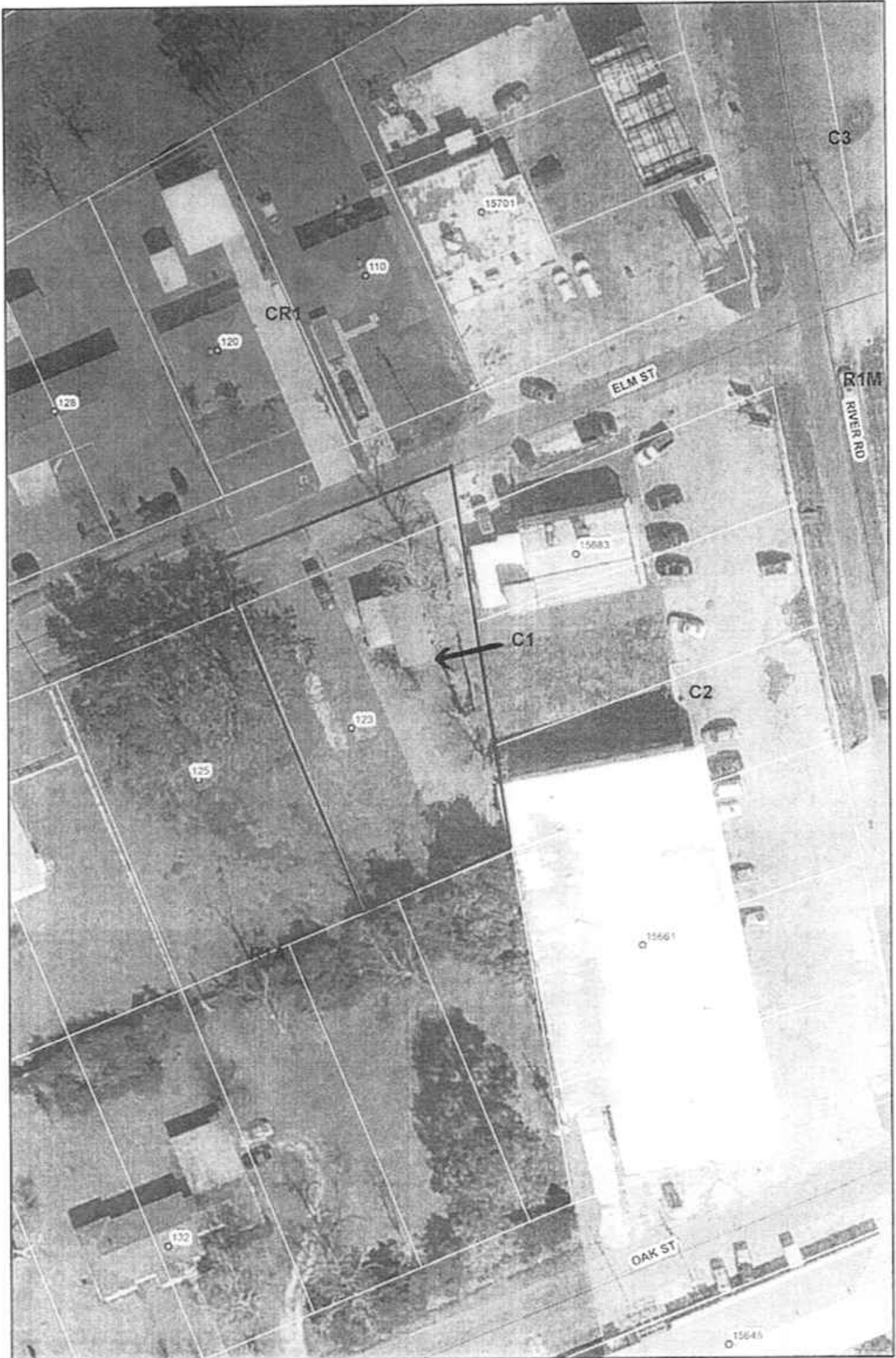
Approved/Disapproved
Stephen L. Vlaybrene
Director of Engineering & Zoning
10/14/04
Date

Approved/Disapproved
Albert D. Haynes
Parish President
10/5/2004
Date

The subdivision plat 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.

PZR-2011-08
Rezoning from R-1A to C-1 on portion of Lot 36A-1
Requested by Cornelius & Terri Darensbourg



2011-0215

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

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A to R-1AM at Lot 62 & one half of Lot 63, Square A, St. Charles Terrace Subdivision (230 Terrace St.), New Sarpy LA, as requested by Theodore Collins.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from R-1A to R-1AM at Lot 62 & one half of Lot 63, Square A, St. Charles Terrace Subdivision (230 Terrace St.), New Sarpy LA, as requested by Theodore Collins.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this zoning reclassification from R-1A to R-1AM t at Lot 62 & one half of Lot 63, Square A, St. Charles Terrace Subdivision (230 Terrace St.), New Sarpy LA, as requested by Theodore Collins.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2011-06 requested by Theodore Collins for a change in zoning classification from R-1A to R-1A(M) at Lot 62 & one half of Lot 63, Square A, St. Charles Terrace Subdivision (230 Terrace St.), New Sarpy. Council District 6.

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Approval

Mr. Booth: The next item on the agenda is PZR-2011-06 requested by Theodore Collins for a change in zoning classification from R-1A to R-1A(M) at 230 Terrace St., New Sarpy. Council District 6. This is tabled from the previous meeting. We need a motion to bring it off the table if we are going to hear it.

Mr. Clulee: I'll make that motion.

Mr. Gibbs: I'll second it.

Mr. Booth: We have a motion and a second. Let's vote to bring that forward.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee
NAYS: None
ABSENT: None

Mr. Booth: That passes unanimous.

Mr. Romano: This rezone request involves 1 ½ lots fronting on Terrace Street from R-1A into R-1AM. The site is vacant, 37 ½ feet wide by 110 feet deep, totaling 4,125 square feet. The owners also own the 2 lots to the rear that front on Annex Street. Those lots combined measure 50 feet wide by 110 feet deep, totaling 5,500 square feet. If this rezoning request is approved, it will be necessary for the applicant to resubdivide the 3 ½ lots into 2 lots and create a rear lot line that will increase the depth of the Terrace Street lot and decrease the depth of the Annex Street lots. Despite this, it is possible that the Terrace Street lot will remain 37 ½ feet wide with less than the minimum 5,000 square feet. There is no other land from which to acquire the additional lot area. However, the Department does not foresee any challenges preventing a mobile home from meeting the front, rear and side setbacks.

St. Charles Terrace and St. Charles Terrace Annex subdivisions (St. Charles Street, Terrace St. Annex St, and Clement Street between River Road and the railroad) were rezoned from R-1AM to R-1A in a community-wide rezoning in 1984. Since that time four sites have been rezoned back to R-1AM—one on the east side of St. Charles Street, two on the west side of Terrace Street and one on the east side of Terrace Street, all north of Short Street. The permit database indicates nearly 2 dozen single-family houses built in the area since 1994 but also that nine (9) replacement trailers and three (3) new trailers sites have been permitted in the area.

Per the Zoning Ordinance, all rezoning applications must meet all tests of at least one criterion. The Department concludes that this one **fails all three criteria**.

The first criteria heading requires evidence that changes in the lot condition or circumstance make present zoning obsolete. Proof of obsolescence must demonstrate that no reasonable use of the subject property exists under current zoning. There is no such evidence. The applicant is permitted under current zoning to construct a single family house on the site.

The second criteria heading requires that the zoning change be in the public interest and not create any of the four negative impacts. Because the land use character in the community has

transitioned primarily from R-1AM to R-1A and vacant uses, approving the site to R-1AM would be a conflict with and result in land use incompatibility. The public interest as to how the neighborhood is to grow was expressed in late 1984 when the neighborhood expressed opposition to rezoning to R-1A(M).

The third criteria states prerequisites for meeting the overall test. This criteria is not met because opposition to the rezoning attempt in 1984 shows that this application adversely affects the reliance neighboring residents have placed upon the existing R-1A zoning. With a few exceptions in which R-1AM spot zones were approved, the existing zoning patterns have been in the direction of R-1A, not R-1AM.

Additional factors which could be considered in this case include: the applicant has submitted a petition with signatures of neighbors stating no objection to the rezoning; the site is in family ownership, the applicants actually live in the house on the abutting Annex Street lots; the stated purpose for applying for rezoning from R-1A to R-1AM is to purchase a mobile home to place on the Terrace Street site for their son to reside there.

However, because the Department can only look at the criteria for rezoning, that's why our recommendation for denial stands.

Mr. Booth: Thank you Sir. This is a public hearing for PZR-2011-06 Theodore Collins for a change in zoning classification from R-1A to R-1A(M) at 230 Terrace St., New Sarpy. Council District 6. Anyone here to speak in favor of this particular application. Yes Sir, would you state your name and address for the record please.

Tyrone Mitchell, 219 Annex Street.

Mr. Booth: Tell us why you are for this.

Mr. Mitchell: I'm for this because it's for my family. I have a family of four and we were staying in public housing. There is a lot of crime going on and it's a hardship for my children. They are not learning the way they are supposed to due to all the violence. I was staying in the Joe Parquet housing circle for years and I've had one or two break ins and it is just a hardship on me. At the last meeting they asked me to go sit down and talk to Planning and Zoning and they asked if I understand. By me never having to go down this road, I asked Ms. Alice, she navigated me in the right direction. If you don't mind, I'll get her to read what we came up with.

Mr. Booth: Yes Sir. If you would state your name and address for the record please ma'am.

Alice Folse, 14945 River Road, Hahnville La. I not sure that I'm navigating in the right direction but I'm going to try to help him the best that I can.

Mr. Booth: Yes ma'am.

Ms. Folse: One of the issues was that he didn't have the square footage necessary to change the zoning to the R-1A(M). I would like to know if the usufruct order from his mother or his

grandparent's who own the property, if one was in place donating one and a half feet of that land that they are talking about subdividing. Would that usufruct work instead of resubdividing the land. I wanted to check on that. Also, they are saying that R-1A is the primary housing of that subdivision. The subdivision was subdivided in 1984. That was 27 years ago. If you ride down Terrace Street, you'd see from his application address all the way down to the railroad on the north side of Short Street, it's nothing but vacant and trashed land. So I don't see where a mobile home is going to deteriorate anybody's land value or change the structure of the neighborhood when there is nothing there to begin with. In here also it said something about the R-1A(M) have to prove that there would be a deficiency with a reasonable use of the property not causing a deficiency. So I would like to know if the deficiency are the vacant lots on the street at this time?

Mr. Mitchell: I just wanted to state that we really need this because we really don't have anywhere to go. My grandfather bought this land and we never knew about subdividing or none of that. He bought it for the well being of his family. I don't know too much about this, but I'm just telling you that we really need somewhere to stay.

Mr. Booth: Thank you Mr. Mitchell. Ms. Marousek, do you have any comments?

Ms. Marousek: I just that we would look at his paper work when he comes in for permitting if the rezoning is approved. We'll look at whatever he has.

Mr. Booth: Alright. Thank you. Anyone else here to speak in favor of this application? Anyone here to speak in opposition to this application, please step forward. Hearing none, the public hearing is closed. Do we have any questions or comments from the Commission?

Mr. Foster: I remember from the last meeting, you already purchased this trailer.

Mr. Mitchell: Yes Sir.

Mr. Foster: You already own it and you don't have a place to put it.

Mr. Mitchell: No Sir.

Mr. Clulee: What impresses me is these signatures that he has from the neighbors that says it's okay. So I don't see a problem. Steve is just trying to do his job as the Department. But this man is looking for a chance, I don't see what the problem is in giving him a chance.

Mr. Booth: Any other questions or comments for the applicant? Thank you Sir. It seems like a hardship case to me. If there are no other comments, let's call for the vote.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee
NAYS: None
ABSENT: None

Mr. Booth: That passes unanimously. For this one that we just voted on you need to be at the Council on June 20th for the final approval. We give the recommendation and the Council will have to give the final approval. Thank you.

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT

CASE NUMBER: PZR-2011-06

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** Application Date: 4/4/11
Theodore Collins
P.O. Box 97
New Sarpy LA 70078
985.764.9247
504.421.9097
- ◆ **Location of Site:**
230 Terrace Street, New Sarpy
- ◆ **Requested Action:**
Rezone from R-1A to R-1AM.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
Approximately 4,125 sq. ft.
- ◆ **Existing Land Use and Zoning:**
The property currently is zoned R-1A and is vacant.
- ◆ **Surrounding Land Uses and Zoning:**
R-1A zoning and uses surround the site although there are a few mobile home sites in the neighborhood.
- ◆ **Comprehensive Plan Specifications:**
(New Sarpy) "Maintain and encourage the residential character and encourage controlled commercial and industrial growth."
- ◆ **Utilities:**
All are in place.
- ◆ **Traffic Access:**
Terrace Street, between Short Street and the CN Railroad

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from 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 tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.

- c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND:

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

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

1. Use Regulations:
 - a. A building or land shall be used only for the following purposes:
 - (1) Site-built, single-family detached dwellings.
 - (2) Manufactured homes.
 - (3) Mobile homes.
 - (4) Accessory uses.
 - (5) Private recreational uses.
 - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
 - b. Special exception uses and structures include the following:
 - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
 - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
 - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.

(Ord. No. 06-12-6, § II, 12-4-06)
 - c. Special permit uses and structures include the following:
 - (1) Child care centers.
 - (2) Public and private schools (except trade, business and industrial).
 - (3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.
 - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
 - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)
2. Spatial Requirements.
 - a. Minimum lot size: five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
 - b. Minimum yard sizes:
 - (1) Front-fifteen (15) feet.
 - (2) Side-five (5) feet.
 - (3) Rear-five (5) feet.
 - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
 - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IV, 8-18-08)
 - c. Accessory buildings:
 - (1) The accessory building shall not exceed two-story construction.
 - (2) Minimum setback of accessory buildings shall be three (3) feet.

- d. Permitted encroachments:
 - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
 - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
 - 3. Special Provisions:
 - a. Additional dwellings on unsubdivided property:
 - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
 - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
 - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
 - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
 - b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.
 - c. Skirting or foundation plantings as approved by the Zoning and Regulatory Administrator in accordance with the manufacturer's installation instructions to ensure aesthetic compatibility with the residential character of the neighborhood. The entire underfloor of the home shall be completely enclosed, except for the required openings.
- Editor's note:** The enforcement of this subparagraph c. was placed on a one-year moratorium expiring Sept. 5, 1990.
- d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.
(Ord. No. 82-3-3, § II, 3-1-82; Ord. No. 83-11-10, 11-21-83; Ord. No. 85-7-17, 7-22-85; Ord. No. 87-1-15, 1-5-87)

ANALYSIS

This rezone request involves 1 ½ lots fronting on Terrace Street from R-1A into R-1AM. The site is vacant, 37 ½ feet wide by 110 feet deep, totaling 4,125 square feet. The owners also own the 2 lots to the rear that front on Annex Street. Those lots combined measure 50 feet wide by 110 feet deep, totaling 5,500 square feet. If this rezoning request is approved, it will be necessary for the applicant to resubdivide the 3 ½ lots into 2 lots and create a rear lot line that will increase the depth of the Terrace Street lot and decrease the depth of the Annex Street lots. Despite this, it is possible that the Terrace Street lot will remain 37 ½ feet wide with less than the minimum 5,000 square feet. There is no other land from which to acquire the additional lot area. However, the Department does not foresee any challenges preventing a mobile home from meeting the front, rear and side setbacks.

St. Charles Terrace and St. Charles Terrace Annex subdivisions (St. Charles Street, Terrace St. Annex St, and Clement Street between River Road and the railroad) were rezoned from R-1AM to R-1A in a community-wide rezoning in 1984. Since that time four sites have been rezoned back to R-1AM—one on the east side of St. Charles Street, two on the west side of Terrace Street and one on the east side of Terrace Street, all north of Short Street. The permit database indicates nearly 2 dozen single-family houses built in the area since 1994 but also that nine (9) replacement trailers and three (3) new trailers sites have been permitted in the area.

Per the Zoning Ordinance, all rezoning applications must meet all tests of at least one criterion. The Department concludes that this one **fails all three criteria**.

The first criteria heading requires evidence that changes in the lot condition or circumstance make present zoning obsolete. Proof of obsolescence must demonstrate that no reasonable use of the subject property exists under current zoning. There is no such evidence. The applicant is permitted under current zoning to construct a single family house on the site.

The second criteria heading requires that the zoning change be in the public interest and not create any of the four negative impacts. Because the land use character in the community has transitioned primarily from R-1AM to R-1A and vacant uses, approving the site to R-1AM would be a conflict with and result in

land use incompatibility. The public interest as to how the neighborhood is to grow was expressed in late 1984 when the neighborhood expressed opposition to rezoning to R-1A(M).

The third criteria states prerequisites for meeting the overall test. This criteria is not met because opposition to the rezoning attempt in 1984 shows that this application adversely affects the reliance neighboring residents have placed upon the existing R-1A zoning. With a few exceptions in which R-1AM spot zones were approved, the existing zoning patterns have been in the direction of R-1A, not R-1AM.

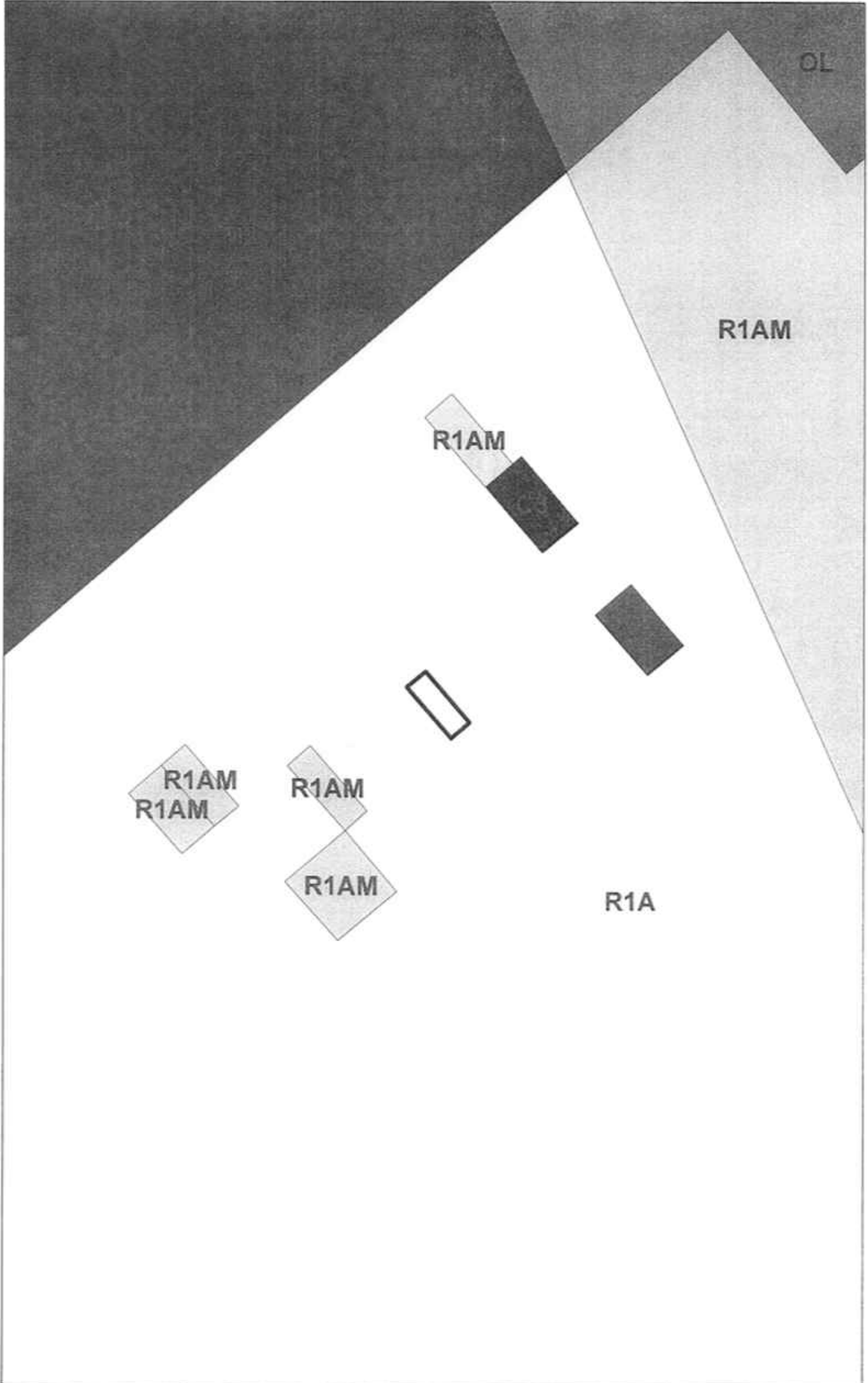
Additional factors which could be considered in this case include: the applicant has submitted a petition with signatures of neighbors stating no objection to the rezoning; the site is in family ownership, the applicants actually live in the house on the abutting Annex Street lots; the stated purpose for applying for rezoning from R-1A to R-1AM is to purchase a mobile home to place on the Terrace Street site for their son to reside there.

DEPARTMENTAL RECOMMENDATION

Denial

PZR-2011- 06 Theodore Collins





PARTITION FOR CHANGE OF ZONING FROM R-1A to R-1AM

The following is an attempt to have the current zoning change. I am seeking permission to have a mobile or modular home affixed to the said property of 230 Terrence St. located in the New Sarpy Terrance Subdivision. I am presenting to you a list of neighbors within the community that I have spoken to and are in favor of this change.

Sincerely,

Judith Mitchell

<i>Lylandia Adams</i>	<i>Mrs Ellen S. Taylor</i>
<i>Phyllis Dees</i>	<i>Monica T. Blue</i>
<i>[Signature]</i>	<i>James [Signature]</i>
<i>[Signature]</i>	<i>Denise J. Ladysak</i>
<i>Chelita Dooly</i>	_____
<i>Jean Victor</i>	_____
<i>Derrick Williams SR</i>	_____
<i>Constance Roberts</i>	_____
<i>Gudrun H. Taylor</i>	_____
<i>Delena S. Bray</i>	<i>221 Clement St</i>
<i>Karen Washit</i>	<i>254 Clement St.</i>
<i>Charles Knapp</i>	<i>204 Clement St.</i>
<i>John M. Holmes</i>	<i>227 Ann St.</i>

2011-0201

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Gottfried Contracting, LLC, for project S080502-1 and S080501-6 Hahnville and Destrehan Regional Wastewater Treatment Plants – Headworks and Influent Wet Well Rehabilitation in the amount of \$397,715.00.

WHEREAS, sealed bids were received by St. Charles Parish on May 5, 2011 for S080502-1 and S080501-6 Hahnville and Destrehan Regional Wastewater Treatment Plants – Headworks and Influent Wet Well Rehabilitation; and,

WHEREAS, CH2MHILL, the Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the low bidder, Gottfried Construction, LLC in the amount of \$397,715.00; and,

WHEREAS, this project will repair the failed protective linings in the influent wells at Destrehan and Hahnville plants and the Headworks structure at the Hahnville plant; and,

WHEREAS, this project is a critical part of the improvement projects currently under construction at both treatment plants that will enhance plant equipment maintainability and longevity.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Gottfried Construction, LLC, for project S080502-1 and S080501-6 Hahnville and Destrehan Regional Wastewater Treatment Plants – Headworks and Influent Wet Well Rehabilitation, is hereby approved and accepted, in the amount of \$397,715.00.

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

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20____
 by and between the Parish of St. Charles, called the OWNER,
 and Gottfried Contracting, LLC hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of concrete and structural steel repairs as well as removal and re-application of epoxy coating on all vertical surfaces and undersides of slabs and concrete beams in the headworks at the Hahnville Regional Wastewater Treatment Plant (RWTP) and in the influent pump stations at the Hahnville and Destrehan RWTPs.

ARTICLE 2. ENGINEER

The Project has been designed by CH2M HILL who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$500 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: \$397,715 three hundred ninety-seven thousand seven hundred fifteen Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement.
- 7.2 Construction Performance and Payment Bond and Insurance Certificates.
- 7.3 Advertisement for Bids.
- 7.4 CONTRACTOR's Bid Form.

- 7.5 Addenda (Numbers 1 to 2 inclusive).
- 7.6 Contract documents bearing the general title "Hahnville and Destrehan Regional Wastewater Treatment Plants – Headworks and Influent Wet Well Rehabilitation" dated March 2011.
- 7.7 Drawings, consisting of a cover sheet dated March 2011 and the sheets listed on Drawing G-1; each sheet bearing the following general title:
 "Hahnville and Destrehan Regional Wastewater Treatment Plants – Headworks and Influent Wet Well Rehabilitation."
- 7.8 General Conditions.
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 7.10 Attachments to Section 801.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By  _____

DAVID
Gottfried

Title _____

Title Member _____

Attest _____

Attest  Johanna Morales

END OF SECTION



PROJECT TITLE: Hahnville & Destrehan RWTP Headworks & Influent Wet Well Rehabilitation

PROJECT NO: S080501-6 and S080502-1

DATE & TIME: 05/05/11

ENGINEER'S ESTIMATE: \$708,800.00



ITEM	DESCRIPTION	QTY	UNIT	Gottfried Contracting, LLC		BLD Servies, LLC		Cycle Construction Co., LLC		Python Corporation, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Hahnville - Mobilization / Demobilization	1	LS	\$24,000.00	\$24,000.00	\$65,000.00	\$65,000.00	\$42,750.00	\$42,750.00	\$20,000.00	\$20,000.00
2	Hahnville - Cleaning & Repair of Concrete of up to 2 Inches	5400	SF	\$14.88	\$80,352.00	\$18.00	\$97,200.00	\$32.00	\$172,800.00	\$35.00	\$189,000.00
3	Hahnville - Repair of Reinforcing Steel	60	LF	\$75.00	\$4,500.00	\$10.00	\$600.00	\$45.00	\$2,700.00	\$10.00	\$600.00
4	Hahnville - Concrete Buildup of More Than 2 Inches	200	SF	\$31.54	\$6,308.00	\$8.00	\$1,600.00	\$21.00	\$4,200.00	\$10.00	\$2,000.00
5	Hahnville - Installation of Epoxy Resin Lining System	5400	SF	\$8.23	\$44,442.00	\$9.00	\$48,600.00	\$9.00	\$48,600.00	\$22.00	\$118,800.00
6	Hahnville - Wet Weather Interruption of Rehabilitation Work	6	EA	\$500.00	\$3,000.00	\$100.00	\$600.00	\$6,775.00	\$40,650.00	\$1,000.00	\$6,000.00
7	Hahnville - Relocation of Infrastructure Items	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
8	Destrehan - Mobilization / Demobilization	1	LS	\$24,000.00	\$24,000.00	\$55,000.00	\$55,000.00	\$42,750.00	\$42,750.00	\$20,000.00	\$20,000.00
9	Destrehan - Cleaning & Repair of Concrete of up to 2 Inches	3900	SF	\$16.72	\$65,208.00	\$17.00	\$66,300.00	\$32.00	\$124,800.00	\$35.00	\$136,500.00
10	Destrehan - Repair of Reinforcing Steel	60	LF	\$75.00	\$4,500.00	\$10.00	\$600.00	\$45.00	\$2,700.00	\$10.00	\$600.00
11	Destrehan - Concrete Buildup of More Than 2 Inches	200	SF	\$31.54	\$6,308.00	\$8.00	\$1,600.00	\$21.00	\$4,200.00	\$10.00	\$2,000.00
12	Destrehan - Installation of Epoxy Resin Lining System	3900	SF	\$8.23	\$32,097.00	\$9.00	\$35,100.00	\$9.00	\$35,100.00	\$22.00	\$85,800.00
13	Destrehan - Wet Weather Interruption of Rehabilitation Work	6	EA	\$500.00	\$3,000.00	\$50.00	\$300.00	\$6,775.00	\$40,650.00	\$1,000.00	\$6,000.00
14	Destrehan - Relocation of Infrastructure Items	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID					\$397,715.00		\$472,500.00		\$661,900.00		\$687,300.00



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

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

Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR

May 25, 2011



TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle *scs*
Director of Public Works/Wastewater

SUBJECT: **Hahnville and Destrehan Regional Wastewater Treatment Plants -
Headworks and Influent Wet Well Rehabilitation**
St. Charles Parish Project No. S080502-1, S080501-6

Please introduce the above referenced project at the next Council Meeting, which is Monday, June 6, 2011. Thank you for your usual cooperation.

SCS: jgl

Attachments

Valarie Berthelot

From: Jane Lanier
Sent: Wednesday, May 25, 2011 1:21 PM
To: Valarie Berthelot
Cc: Greg Schultz; Ruby Dennis
Subject: Introduction of Ordinances for Hahnville & Destrehan Project and Change Order for Michael Drive Project
Attachments: Introduce Ordinance.docx; Destrehan_and_Hahnville_Project_Section 500.pdf; P090201-1 Change Order 1(Final) Ordinance Michael Dr.doc; Cover Memo for Change Orders Michael Dr.docx; Change Order 1 (final)_rev_May 25 2011Michael Dr.doc; S080501-6 and S080502-1 Awarding Ordinance_Rehab.doc

Valarie,

Please find attached the Introduction of Ordinances for the above referenced projects for the next Council Meeting, June 6, 2011. These will also be placed in interoffice today.

Thanks,

Jane G. Lanier
Secretary
Public Works Department
985-783-5102 Office
985-725-2250 Fax

2011-0202

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P090201-1 Michael Drive Drainage Improvements to decrease the contract amount by \$17,675.00 and add forty six (46) days to the contract time.

WHEREAS, Ordinance No. 10-7-5 adopted July 12, 2010, by the St. Charles Parish Council, approved and authorized the execution of a contract with Civil Construction Contractors, Inc. for Parish Project No. P090201-1 Michael Drive Drainage Improvements in the amount of \$179,496.25; and,

WHEREAS, The decrease in contract amount resulted from the deletion of two line items in the amount of \$33,135.00 and reducing one line item by \$3,040.00 offsetting the addition of three line items in the amount of \$18,500.00; and,

WHEREAS, The increase in contract time was a result of twelve days (12) for rain and thirty four days (34) for additional work.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. To approve and authorize the execution of Change Order No. 1(Final) for Parish Project No. Project No. P090201-1 Michael Drive Drainage Improvements to decrease the contract amount by \$17,675.00 and increase the contract time by forty six (46) days.

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

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

And the ordinance was declared adopted this _____ day of _____, 2011 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE May 25, 2011

EFFECTIVE DATE

OWNER	St. Charles Parish Department of Public Works and Wastewater	
CONTRACTOR	CIVIL CONSTRUCTION CONTRACTORS, LLC	
Contract:	Michael Drive Drainage Improvements	
Project:	P090201-1 Michael Drive Drainage Improvements	
OWNER's Contract No.	P090201-1	ENGINEER's PROJECT No. 0904
ENGINEER	Professional Engineering and Environmental consultants, Inc.	

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

Description:

1. Delete the Following Work Items:

a. Contract Item No. 10 Relocation of Entergy Power Line	(\$3,135.00)	
b. Contract Item No. 11 Relocation of Infrastructure	(\$30,000.00)	
Total of Deleted Items		(\$33,135.00)

2. Add the Following Work Items:

a. Contract Item No. 12 Add additional culvert and fitting	\$2,670.00	
b. Contract item No. 13 Box culvert alignment change	\$8,530.00	
c. Contract Item No. 14 Install Rip Rap	\$7,300.00	
Total of Added Work Items		\$18,500.00

3. Revise the Following Work Item Quantities:

a. Contract Item No.9 Temporary Waterline relocation	(\$3,040.00)	
Total Change in Work Item quantities		(\$3,040.00)

TOTAL CHANGE IN PROJECT COST **(\$17,675.00)**

Reason for Change Order:

1. Deleted Work Items
 - a. The Entergy overhead line was not required by Entergy to be de-energized or relocated.
 - b. The relocation of the infrastructure item in the bid was not used during the construction.
2. Add Work Items
 - a. The existing 18" drainage culvert was replaced to improve the storm water flow in to the canal.
 - b. The box culvert was re aligned to provide proper clearance from the existing waterline and sewer line and allow the headwall to be installed parallel to the roadway.
 - c. Rip rap was installed at four corners box culvert and the canal slope to prevent future erosion and scouring
3. Revise Work Item Quantities
 - a. Contract Item No. 9 Temporary waterline relocation
This item was reduced in cost since the existing waterline was braced in lieu of total replacement
4. Contract Time
Total of 46 calendar days were added to the project. (12 rain days, and 34 days for additional work)
 - 12 days delay due to rain and high water level in the canal.
 - 10 days for the fabrication of the manhole.
 - 4 days to install item 2a above.
 - 10 days for box culvert re-alignment item 2b above.
 - 3 days to add rip rap item 2c above.
 - 3 days for water line relocation to build additional support item 3a above.
 - 4 days dewatering manhole pit due to high level.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$179,496.25
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$179,496.25
Net increase (decrease) of this Change Order: (\$17,675.00)
Contract Price with all approved Change Orders: \$161,821.25

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: October 22, 2010 Ready for final payment: December 6, 2010
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 0
Contract Times prior to this Change Order: Substantial Completion: October 22, 2010 Ready for final payment: December 6, 2010
Net increase (decrease) this Change Order: Substantial Completion: December 7, 2010 Ready for final payment: January 21, 2011
Contract Times with all approved Change Orders: Substantial Completion: December 7, 2010 Ready for final payment: January 21, 2011

RECOMMENDED:

APPROVED:

ACCEPTED:

By: MO Sahl
 ENGINEER (Authorized Signature)

By: _____
 OWNER (Authorized Signature)

By: Mike Hendo
 CONTRACTOR (Authorized Signature)

Date: 5/26/11

Date: _____

Date: 5-26-11

EJCDC 1910-8-B (1996 Edition)

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

Michael Drive Change Order number 1			
Change Order Request Numbers	Description	Work related Delays	Rain Related Days
1	12 days delay due to rain and high water level in the canal. August 27 th , 28 th , 29 th , 30 th & 31 st , September 1 st , 2 nd , 3 rd , 4 th , 5 th , 6 th & 7 th		12
1	10 days due to delays on the fabrication of the manhole	10	
2 and 3	The existing 24" CMP was not reusable. Directed by the Parish to install 18" HDPE. A 18" 30 Degree fitting was installed to reroute the drainage. Drainage had a conflict with new Sewer Manhole	4	
4	realignment of Box Culvert and Head Walls (5) days to the contract time for the relocation of the box culvert and (5) days for the relocation of the head walls for a total of (10) days.	10	
5	None		
6	installing RipRap at Inlet and Outlet of Box Culverts.	3	
7	the installation and removal of the bracing at the Water Line	3	
5	Dewatering manhole pit due to High Water	4	
Total Days Requested		34	12
			46



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

October 20, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order 1

Civil Construction Contractors LLC is requesting that 12 days be added to the contract time due to rain. August 27th, 28th, 29th, 30th & 31st, September 1st, 2nd, 3rd, 4th, 5th 6th & 7th. We also would like you to consider adding 10 days due to delays on the fabrication of the man hole. This was out of our control. The supplementary conditions section 00800 SC-1.3 covers this request. This error in fabrication could have been corrected in the field by drilling another outlet in the manhole. The parish requested that we have a new manhole fabricated and that's what we did.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mike Gunter". The signature is fluid and cursive.

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

November 10, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order # 2

Civil Construction Contractors LLC is requesting a change order to cover the cost of new 18" HDPE Pipe. The existing 24" CMP was not reusable. Directed by the Parish to install 18" HDPE. This pipe is located on Donnie Devillier Property. The cost for this change is \$1,220.00. Please add (2) Days to the contract time.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mike Gunter". The signature is fluid and cursive, with the first name being the most prominent.

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

November 10, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order # 3

Civil Construction Contractors LLC is requesting a change order to cover the cost of a 18" 30 Degree fitting to be installed to reroute the drainage. Drainage had a conflict with new Sewer Manhole. Cost for this change is \$ 1,450.00. Please add (2) days to the contract time.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Mike Gunter".

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

November 30, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order # 4

Civil Construction Contractors LLC is requesting a change order to cover the cost of the realignment of Box Culvert and Head Walls. Was directed to realign box culvert because of a conflict with water line and sewer line. We had to shift head walls. The cost to cover this work is \$8,530.00. Please add (5) days to the contract time for the relocation of the box culvert and (5) days for the relocation of the head walls for a total of (10) days.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mike Gunter', with a stylized flourish at the end.

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

December 3, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order # 6

Civil Construction Contractors LLC is requesting a change order to cover cost of installing Rip Rap at Inlet and Outlet of Box Culverts. For a lump Sum Price of \$ 7,300.00. Please add (3) Days to the contract time.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Mike Gunter". The signature is fluid and cursive, with the first name being more prominent.

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com



Civil Construction Contractors, LLC

GENERAL CONTRACTORS
P.O. BOX 394 - HAHNVILLE, LOUISIANA 70057
PHONE (985) 783-6893 FAX (985) 783-6894

December 3, 2010

Mo Saleh

Attention: Mr. Saleh

Reference: Culvert Replacement @ Michael Drive

Project No: PO90201-1

Subject: Change Order # 7

Civil Construction Contractors LLC is requesting a change order to cover cost of the installation and removal of the bracing at the Water Line. For a lump Sum price of \$ 3,280.00. Please add (3) days to the contract time.

Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mike Gunter', with a stylized flourish at the end.

Mike Gunter
Estimator
Civil Construction Contractors, LLC
985-783-6893 ext 110
504-415-5881
gunterm@civil-construction.com

2010-0230

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 10-7-5

An ordinance to approve and authorize the execution of a contract with Civil Construction Contractors, LLC for project P090201-1 Culvert Replacement at Michael Dr. in the amount of \$179,496.25.

WHEREAS, sealed bids were received by St. Charles Parish on June 10, 2010 for project P090201-1 Culvert Replacement at Michael Dr.; and,

WHEREAS, Professional Engineering and Environmental Consultants, Inc., the Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the low bidder, Civil Construction Contractors, LLC in the amount of \$179,496.25; and,

WHEREAS, installation of this project will replace the two existing 48 in culverts with two 5ft x12ft box culverts; and,

WHEREAS, Michael Dr. being the last downstream public crossing with the smallest sized culverts was chosen to be the first to be replaced on the #10 Canal.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Civil Construction Contractors, LLC, for the construction of project P090201-1 Culvert Replacement at Michael Dr., be hereby approved and accepted, in the amount of \$179,496.25.

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

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, NUSS
NAYS: NONE
ABSENT: COCHRAN, LAMBERT

And the ordinance was declared adopted this 12th day of July, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond, Sr.
SECRETARY: Barbara Jean Tucker
DLVD/PARISH PRESIDENT: July 13, 2010
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: July 13, 2010
AT: 3:28 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON July 15, 2010
AS ENTRY NO. 362297
IN MORTGAGE/CONVEYANCE BOOK
NO. 1380 FOLIO 235

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the 14th day of July in the year 2010 by and between the Parish of St. Charles, called the OWNER, and CIVIL CONST. CONTR., LLC hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of
Michael Drive Drainage Improvements

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within Sixty(60) calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$200.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: ~~(\$ 179,496.25) ONE HUNDRED SEVENTY-NINE THOUSAND FOUR~~ ~~HUNDRED NINETY-SIX AND 25/100~~ Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 1 inclusive)

- 7.6 Contract documents bearing the general title Michael Drive Drainage Improvements dated MARCH 20 10.
- 7.7 Drawings, consisting of a cover sheet dated MARCH 20 10 and the sheets listed on Drawing 0904; each sheet bearing the following general title:
" Michael Drive Drainage Improvements".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST - 7/98 filed in MOB 682; Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST - 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

CONTRACTOR: CIVIL CONSTRUCTION CONTRACTORS, LLC

By [Signature]

By [Signature]

Title Parish President

Title PETE H. HARMON
PRESIDENT

Attest [Signature]

Attest [Signature]

MARK K. HARMON, SECRETARY/TREASURER

END OF SECTION



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

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

Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR



May 25, 2011

TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle *SS*
Director of Public Works/Wastewater

SUBJECT: Michael Drive Drainage Improvements
St. Charles Parish Project No. P090201-1
Change Order No. One (1) – Final

Please introduce Change Order No. One (1) – Final for the above referenced project at the next Council Meeting, which is Monday, June 6, 2011. Thank you for your usual cooperation.

SCS:jgl

Attachments

2011-0170

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____**

An ordinance to amend the Code of Ordinance by revising Chapter 22, Article V. Sewer Development Connection Fee, Section 22-107, by adding (e) and (f).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinance, Chapter 22, Article V., Section 22-107 is hereby amended by adding the following:

- (e) In the event that a public entity wishes to contest a fee for any reason, the public entity shall petition to address the Council to present their case. The petitioner shall be required to provide any and all supporting information and or supporting evidence needed to justify the contesting of the fee. All fee amounts due are to be collected unless the Council adopts an ordinance providing justification for the waiving and or reducing the required fee. Fees amounts due from all private entities shall not be waived.
- (f) The fee for any new development which is expanding or replacing a previously existing development at the same site, by choice or due to a catastrophic event, shall only be required to pay a fee equal to the difference between the fee amount calculated for the previously existing development and the fee amount calculated for the new development.

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

And the ordinance was declared adopted this _____ day of _____, 2011 to become effective five (5) days after publication in the Official Journal.

revised ORD - Collecting Sewer Fees (5-2-11)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0209

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00910, Rathborne Park Development, Phase I, to increase the contract time by fifty-seven (57) days.

WHEREAS, Ordinance No. 10-11-10, adopted November 22, 2010, by the St. Charles Parish Council, approved and authorized the execution of a contract with Frickey Brothers Construction, LLC for the construction of Federal Project No. 22-00910, Rathborne Park Development, Phase I, in the amount of \$318,043.00; and,

WHEREAS, the increase in contract time was a result of the pavilion supplier special ordering a custom powder coat color to match other equipment on-site causing a delay in the fabrication sequence.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the construction of Federal Project No. 22-00910, Rathborne Park Development, Phase I, to increase the contract time by fifty-seven (57) days is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE 5/24/11

EFFECTIVE DATE _____

OWNER St. Charles Parish Department of Parks & Recreation

CONTRACTOR Frickey Brothers Construction, Inc.

Contract: St. Charles Parish - Rathborne Park Development, Phase I Federal Project No: 22-00910

Project: Rathborne Park Development, Phase I

OWNER's Contract No. Federal Project No. 22-00910

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

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

Description: *See attached example on how to fill in this information*

1. Delete the Following Work Items:
 - a. N/A

2. Add the Following Work Items:
 - a. N/A

3. Revise the Following Work Item Quantities:
 - a. N/A

Reason for Change Order: List a reason for each Line Item listed above. *See attached example on how to fill in this information*

1. Deleted Work Items
 - a. N/A

2. Add Work Items
 - a. N/A

3. Revise Work Item Quantities
 - a. N/A

4. Contract Time
 - a. The contractors pavilion supplier had to special order a custom powder coat color to match other equipment on-site. This caused a delay in the fabrication sequence and thus an extension is requested.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ _____
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ _____
Contract Price prior to this Change Order: \$ _____
Net increase (decrease) of this Change Order: \$ _____
Contract Price with all approved Change Orders: \$ _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>March 30, 2011</u> Ready for final payment: <u>N/A</u> (days or dates)
Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>March 30, 2011</u> Ready for final payment: <u>May 14, 2011</u> (days or dates)
Net increase (decrease) this Change Order: <u>57 Days</u> Substantial Completion: <u>May 24, 2011</u> Ready for final payment: <u>July 8, 2011</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>May 24, 2011</u> Ready for final payment: <u>July 8, 2011</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
 ENGINEER (Authorized Signature)

By: _____
 OWNER (Authorized Signature)

By: [Signature]
 CONTRACTOR (Authorized Signature)

Date: 5/31/11

Date: _____

Date: 5/31/11

EJCDC 1910-8-B (1996 Edition)

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

2011-0210

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Construction Contract with Fischer's, Inc. for Project No. P090803-2, SCP Public Works and Wastewater Office Roof Replacement Project in the amount of \$144,835.00.

WHEREAS, sealed bids were received by St. Charles Parish on May 26, 2011 for Project No. P090803-2, SCP Public Works and Wastewater Office Roof Replacement Project; and,

WHEREAS, Campo Design Architects, John E. Campo, A.I.A., the Architect for the Project, has reviewed the bids and recommend that the Contract be awarded to the responsive low bidder, Fischer's, Inc. in the amount of \$144,835.00; and,

WHEREAS, the existing roof of the SCP Public Works and Wastewater Office is approximately 20 years old and has been patched extensively over the past five (5) years without success in failing to stop the roof leaks during periods of rainfall. The current roof system is deteriorated and has exceeded it's expected useful life and warranty. A new roof is needed to protect personnel and contents, to include recent building renovations, telemetry equipment, communication equipment, PCs, furniture, files and drawings; and,

WHEREAS, a new 20 Year warranted roof will enable the SCP Public Works and Wastewater Office building will be used as an Emergency Operations Facility for SCP Public Works and Wastewater Departments during and immediately after a Parish Emergency event. This building will also house the SCP Public Works and Wastewater Department essential staff to provide emergency services both during and after a major storm event.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Fischer's, Inc., for the replacement of the roof system for the SCP Public Works and Wastewater Office under Project No. P090803-2, SCP Public Works and Wastewater Office Roof Replacement Project, be hereby accepted, in the amount of \$144,835.00.

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

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

And the ordinance was declared adopted this _____ day of _____, 2011 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ of June in the year 2011 by and between the Parish of St. Charles, called the OWNER, and Fischer's, Inc. hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Re-Roofing Public Works Office Building St. Charles Parish

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of Re-roofing the existing building located at 100 River Oaks Drive, Destrehan, LA. Architect Project CD 1906 Public Works Project No. P090803-2
The Work will include Base Bid and Alternate No. 1.

ARTICLE 2. ARCHITECT

The Project has been designed by Campo Designs – Architects who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500. for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$144,835.00) One Hundred Forty-four Thousand Seven Hundred Fifty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ARCHITECT as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by the ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 2 inclusive)

- 7.6 Contract documents bearing the general title " Re-Roofing Public Works Office Building St. Charles Parish" dated April 25, 2011.
- 7.7 Drawings, consisting of a cover sheet dated April 25, 2011 and the sheets listed on that cover sheet, each sheet bearing the following general title:

"Re-Roofing Public Works Office Building St. Charles Parish".
- 7.8 General Conditions
- 7.9 General Conditions, pages 1 through 40 (Section 00700) of the AIA 201 – 2007. Those General Conditions are to be referred to in the agreement and contract as GEN.CONDITIONS.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

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

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

OWNER: Parish of St. Charles

CONTRACTOR: Fischer's, Inc.

By _____

By *[Signature]*

Title _____

Title *[Signature]*

Attest _____

Attest *[Signature]*

END OF SECTION

PROJECT TITLE: Re-Roofing Public Works Office Building



PROJECT NO: P090803-2

DATE & TIME: 5/26/11 10:00 AM

ENGINEER'S ESTIMATE: \$165,000.00

ITEM	DESCRIPTION	QTY	UNIT	CAMCO		Fischer's, Inc.		Hy-Tech Roofing Services, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TOTAL BASE BID	1	LS		\$142,750.00		\$144,750.00		\$161,100.00
2									
3									
4									
TOTAL BASE BID					\$142,750.00		\$144,750.00		\$161,100.00
ALTERNATES									
1	TOTAL ALTERNATE NO. 1	1	LS		\$96.00		\$85.00		\$160.00
BASE + ALTERNATE 1					\$142,846.00		\$144,835.00		\$161,260.00

Note: CAMCO (Crown Architectural Metal Co, LLC) was not able to provide a Siplast Certification form and thus became a non-responsive Bid which was disqualified.



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

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

Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR



DATE: **June 1, 2011**

TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle *RS*
Director of Public Works/Wastewater

SUBJECT: **Re-Roofing Public Works Office Building
St. Charles Parish Project No. P090803-2**

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Monday, June 6, 2011. Thank you for your usual cooperation.

SCS:jgl

Attachments

2011-0211

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

ORDINANCE NO. _____

An ordinance to permit a mud racing drag strip in an M-1 zoning district at 10390 Airline Drive, St. Rose on a portion of the former 60 Acres Landfill as requested by Brian Driskill and Larry D'Antoni.

- WHEREAS, Ordinance 11-5-2 amended the St. Charles Parish Zoning Ordinance to allow vehicle racing in the M-1 zoning district as a Special Permit by Ordinance of the Parish Council; and,
- WHEREAS, PZSPU 2011-05 is a request for vehicle racing in the M-1 zoning district; and,
- WHEREAS, The St. Charles Parish Planning and Zoning Commission recommends approval of the request with several waivers and stipulations; and,
- WHEREAS, upon approval of the use by ordinance, the applicants may proceed with permitting the required improvements for the vehicle racing facility.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That PZSPU 2011-05, requested by Brian Driskill and Larry D'Antoni for Special Permission to develop and operate a mud racing track on a portion of ground approximately 1500' north of Airline Drive as shown on a plan dated May 9, 2011, is hereby approved with waivers from the required beautification landscaping and also from the dust-free hard surface access drive and parking area.

SECTION II. That approval of PZSPU 2011-05 is subject to the following stipulations:

1. The application shall notify the Department of Planning and Zoning if/when attendance at any event exceeds 400 people at any time during any event. If attendance exceeds this number, Planning staff will coordinate with fire, emergency medical services, the Sheriff, and any other health/safety office to determine if additional site restrictions or requirements should be applied. The Planning and Zoning Director may require the applicant to re-file or apply for an amendment to the Special Permit.
2. Any gate on the driveway shall be setback a distance to allow a truck and trailer combination to safely pull onto the driveway and keep Airline Drive clear.
3. Emergency Medical Services (EMS) shall be on site for at least the first two events and the Planning Director working with Emergency Services shall determine whether on-site EMS will continue to be a requirement of the Special Permit thereafter.
4. Minor changes for clarity, as requested by Planning Staff, are allowed to the submitted site plan.
5. All events shall comply with the requirements of the St. Charles Parish noise ordinance.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZSPU-2011-05 requested by Brian Driskill and Larry D'Antoni for a special permit to develop vehicle racing on two (2) acres of land zoned M-1 located at 10390 Airline Drive, St. Rose.

Planning Department Recommendation:

Approval with the following:

Waivers:

1. Waiver from required beautification landscaping
2. Waiver from required dust-free hard surface for access drive and parking

Stipulations:

1. The application shall notify the Department of Planning and Zoning if/when attendance at any event exceeds 400 people at any time during any event. If attendance exceeds this number, Planning staff will coordinate with fire, emergency medical services, the Sheriff, and any other health/safety office to determine if additional site restrictions or requirements should be applied. The Planning and Zoning Director may require the applicant to re-file or apply for an amendment to the Special Permit.
2. Any gate on the driveway shall be setback a distance to allow a truck and trailer combination to safely pull onto the driveway and keep Airline Drive clear.
3. Emergency Medical Services (EMS) shall be on site for at least the first two events and the Planning Director working with Emergency Services shall determine whether on-site EMS will continue to be a requirement of the Special Permit thereafter.
4. Minor changes for clarity, as requested by Planning Staff, are allowed to the submitted site plan.
5. All events shall comply with the requirements of the St. Charles Parish noise ordinance.

Planning Commission Recommendation:

Approval with the two waivers and five stipulations.

Mr. Booth: The next item is PZSPU 2011-05 requested by Brian Driskill and Larry D'Antoni for a special permit to develop vehicle racing on two (2) acres of land zoned M-1 located at 10390 Airline Drive, St. Rose. Council District 5. This item is on the table, do I hear a motion to remove it?

Mr. Clulee: I'll make that motion.

Mr. Booth: Do we have a second?

Mr. Gibbs: I'll second it.

Mr. Booth: We have a motion and a second to remove from the table. Okay let's vote to remove that.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee

NAYS: None

ABSENT: None

Mr. Booth: Ok that's active before us tonight, unanimously. Ok Ms. Stein.

Ms. Stein: Thank you Mr. Chair. The applicants request Special Permission to develop and operate a mud drag strip and associated facilities in an M-1 zoning district with a waiver from the required permanent, dust-free driveway paving and also from beautification landscaping. Ordinance 11-5-2, to allow vehicle racing as a Special Permit if granted by Ordinance of the Council (with a recommendation by the Planning and Zoning Commission) was approved last month. The applicants indicate this type of racing is a tailgating event that generally requires few permanent facilities. Staff has determined that a concrete driveway onto Airline and permanent restroom facilities are required and must be permitted under the commercial building permit process.

Parish officials conducted a noise study and were satisfied that the proposed use would not interfere with the enjoyment of property in St. Rose. Any use of property must comply with the St. Charles Parish Noise Ordinance; and the applicants have been advised that a Special Permit cannot exempt their use from the Noise Ordinance.

The submitted site plan exceeds the recommended track design standards of the MRA with regard to pit area, staging area, race lane separation from each other and spectators, and length and guard railing of the shut-down area (area after the finish line). Staff has requested minor revisions for clarity.

The site plan suggests:

- Two (2) 35' wide, 200' long mud racing lanes separated from each other by two (2) permanent guardrails
- Race lanes separated from spectators by both a 35' wide pit lane and a permanent guardrail
- "Shutdown area" is an additional 600' after the finish line
- Guardrail separating spectators continues an additional 300' along the shut-down area creating a protected spectator area of 500' linear feet.
- Tailgaters will be allowed to line up along the 500' guardrail.
- A 10' x 32' restroom building
- Six (6) lights
- Six (6) fire extinguisher locations along the track and shutdown area

The Department recommends approval with the following –

Approval with the following:

Waivers:

1. Waiver from required beautification landscaping
2. Waiver from required dust-free hard surface for access drive and parking

Stipulations:

1. The application shall notify the Department of Planning and Zoning if/when attendance at any event exceeds 400 people at any time during any event. If attendance exceeds this number, Planning staff will coordinate with fire, emergency medical services, the Sheriff, and any other health/safety office to determine if additional site restrictions or requirements should be applied. The Planning and Zoning Director may require the applicant to re-file or apply for an amendment to the Special Permit.
2. Any gate on the driveway shall be setback a distance to allow a truck and trailer combination to safely pull onto the driveway and keep Airline Drive clear.
3. Emergency Medical Services (EMS) shall be on site for at least the first two events and the Planning Director working with Emergency Services shall determine whether on-site EMS will continue to be a requirement of the Special Permit thereafter.
4. Minor changes for clarity, as requested by Planning Staff, are allowed to the submitted site plan.
5. All events shall comply with the requirements of the St. Charles Parish noise ordinance.

Mr. Booth: Thank you Ms. Stein. This is a public hearing for PZSPU-2011-05 Brian Driskill and Larry D'Antoni for a Special Permit for vehicle drag racing on Airline Drive in St. Rose. Anyone here in favor of this application, would you step forward. Yes Sir. State your name and address for the record please Sir.

I'm Larry D'Antoni, 1512 Severn Avenue, Metairie, La.

Mr. Booth: Is this description that was just read pretty much what you plan to do? Do you have some comments about your business there?

Mr. D'Antoni: Yes Sir as far as everything that has been explained so far is exactly what we plan on doing out there.

Mr. Booth: You understand the requirements of noise and the other stipulations?

Mr. D'Antoni: Yes Sir I spoke with the Zoning Commission, we went over the stipulations and that is not going to be an issue at all.

Mr. Booth: Ok thank you Sir. Anyone else to speak in favor of this application, please step forward? Anyone to oppose this application, please step forward. Anyone to oppose this application for vehicle racing on Airline Drive in St. Rose? Hearing none, the public hearing is now closed. Do we have any questions or discussion from any Commissioners? Yes Sir, Mr. Clulee.

Mr. Clulee: Ms. Stein, this waiver, you are waiving flowers and beautification stuff and all?

Ms. Stein: The activity with the setback a distance from Airline Hwy. in excess of 1500 ft., the applicants have requested the waiver.

Mr. Clulee: And you recommended it? This is a first in history for me.

Ms. Marousek: Just a point of clarification, if the Commission is comfortable with the stipulations and the waivers in total, you can make an amendment to approve with the stipulations and the waivers.

Mr. Booth: Thank you ma'am anyone else have any comments? This is in my area and I've gone out and looked at the site. In fact the Waffle House has just opened in the last week or so will probably receive a lot of business from this activity. The activity like the driving range is set quite a ways back, you really wouldn't know that it's there unless you knew and stopped because traffic moves fairly brisk through that area. I don't see a problem with it, I think that it brings more revenue to the parish. Ok. PZSPU-2011-05, the application for the race track on Airline Drive with waivers for beautification, since all you would be able to see is dust in the distance and the hard surface drive is required from Airline Drive going in a certain distance and the stipulation that if more than 400 people show up that Planning and Zoning needs to become involved again to see if we need to do an adjustment, also a gate setback so that someone inadvertently turns in and the track is closed,

they won't block traffic on Airline Hwy. and that the EMS will at least be at the first 2 events and be coordinated to be there, that's a good idea I'm sure that if someone has an accident and then of course the stipulation that the Department can make some minor changes.

Mr. Clulee: Ms. Marousek you suggested that we vote on the waivers first or take it all together?

Ms. Marousek: I would say that unless there is an objection to any of the waivers or stipulations by a Commissioner member, you can take it all together.

Mr. Clulee: I make a motion that we take it all together.

Mr. Gibbs: I'll second.

Mr. Booth: I wasn't quite finished the last stipulation.

Mr. Clulee: I'm sorry.

Mr. Booth: It's noise ordinance. We need to make sure that we don't bother the Sheriff with having too much noise because some of the alligators in the back may get upset. Ok we're voting on this particular application with the waivers and stipulations as stated. Let's call for the vote.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano, Clulee

NAYS: None

ABSENT: None

Mr. Booth: And that goes forward unanimously. You need to be at the Council meeting on June 20th to seek your final approval. We recommend that they do approve it. Thank you.

St. Charles Parish Department of Planning & Zoning

Land Use Report

Case Number: PZSPU-2011-05

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:** **Application Date: 3/24/2011**
 Brian Driskill (504.338.8069) and Larry D'Antoni (504.915.0495)
 1009 North Woodlawn
 Metairie, LA 70001
 Skully25@hotmail.com
- ◆ **Location of Site:**
 10390 Airline Drive, St. Rose, to be developed to the west and north or left and rear of St. Rose Driving Range more than 1500' away from of Airline Drive.
- ◆ **Requested Action:**
 Special permission to operate a mud drag strip for vehicular racing in an M-1 zoning district.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
 Applicants request the Special Permit for approximately two acres of the former 60 Acres Landfill.
- ◆ **Existing Zoning and Land Use:**
 The 50 acre parcel is zoned M-1 and developed with a dirt bike track that reportedly is not open to the public.
- ◆ **Surrounding Land Uses and Zoning:**
 To the north, property is zoned M-1 and developing with the East Bank Hurricane Protection Levee.
 To the east, or right side, property is zoned C-3 and vacant.
 To the south, M-1 property is developed with the St. Rose Driving; a C-3 property is developing as a restaurant; and across Airline, property is zoned M-1 and C-3 and developed with highway commercial use.
 To the west or right side, property is zoned C-3 and is vacant.
- ◆ **Utilities:**
 Utilities were installed on the site for temporary emergency housing (RVs) post-Katrina. Upgrades and extensions to those utilities (sewer, water, electricity/lighting, and drainage) would be at the expense of the developer/property owner and would be subject to current codes.
- ◆ **Traffic Access:**
 Applicant proposes a new concrete driveway on the western portion of the property and a limestone driveway to access the track and its facilities.

APPLICABLE REGULATIONS

Appendix A, Zoning Ordinance, Section IV.

9. Review and evaluation criteria/special permit use and special exception use: The appropriate decision-making agent and/or body shall review and evaluate each application based upon the following relevant criteria:
- a. Comparison with applicable standards established by the Comprehensive Land Use Plan as applied to the proposed use and site.
 - b. Compatibility with existing or permitted uses on abutting sites, in terms of building construction, site development, and transportation related features.
 - c. Potentially unfavorable effects or impact on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed those impacts expected from a standard permitted use in the applicable zoning district.
 - d. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and uses in the area.

- e. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
- f. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
- g. Conformity with the objectives of these regulations and the general purposes of the zone in which the site is located.
- h. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.

The above criteria listed in a--g is to be considered illustrative and not restrictive, and other criteria may be considered although not specifically listed above if said criteria affects [affect] the general welfare and safety of the public at large.

AND

Mud Racers Association (MRA) Event Facility Guidelines.

ANALYSIS

The applicants request Special Permission to develop and operate a mud drag strip and associated facilities in an M-1 zoning district with a waiver from the required permanent, dust-free driveway paving and also from beautification landscaping. Ordinance 11-5-2, to allow vehicle racing as a Special Permit if granted by Ordinance of the Council (with a recommendation by the Planning and Zoning Commission) was approved last month. The applicants indicate this type of racing is a tailgating event that generally requires few permanent facilities. Staff has determined that a concrete driveway onto Airline and permanent restroom facilities are required and must be permitted under the commercial building permit process.

Parish officials conducted a noise study and were satisfied that the proposed use would not interfere with the enjoyment of property in St. Rose. Any use of property must comply with the St. Charles Parish Noise Ordinance; and the applicants have been advised that a Special Permit cannot exempt their use from the Noise Ordinance.

The submitted site plan exceeds the recommended track design standards of the MRA with regard to pit area, staging area, race lane separation from each other and spectators, and length and guard railing of the shut-down area (area after the finish line). Staff has requested minor revisions for clarity.

The site plan suggests:

- Two (2) 35' wide, 200' long mud racing lanes separated from each other by two (2) permanent guardrails
- Race lanes separated from spectators by both a 35' wide pit lane and a permanent guardrail
- "Shutdown area" is an additional 600' after the finish line
- Guardrail separating spectators continues an additional 300' along the shut-down area creating a protected spectator area of 500' linear feet.
- Tailgaters will be allowed to line up along the 500' guardrail.
- A 10' x 32' restroom building
- Six (6) lights
- Six (6) fire extinguisher locations along the track and shutdown area

DEPARTMENTAL RECOMMENDATIONS

Approval with the following:

Waivers:

1. Waiver from required beautification landscaping
2. Waiver from required dust-free hard surface for access drive and parking

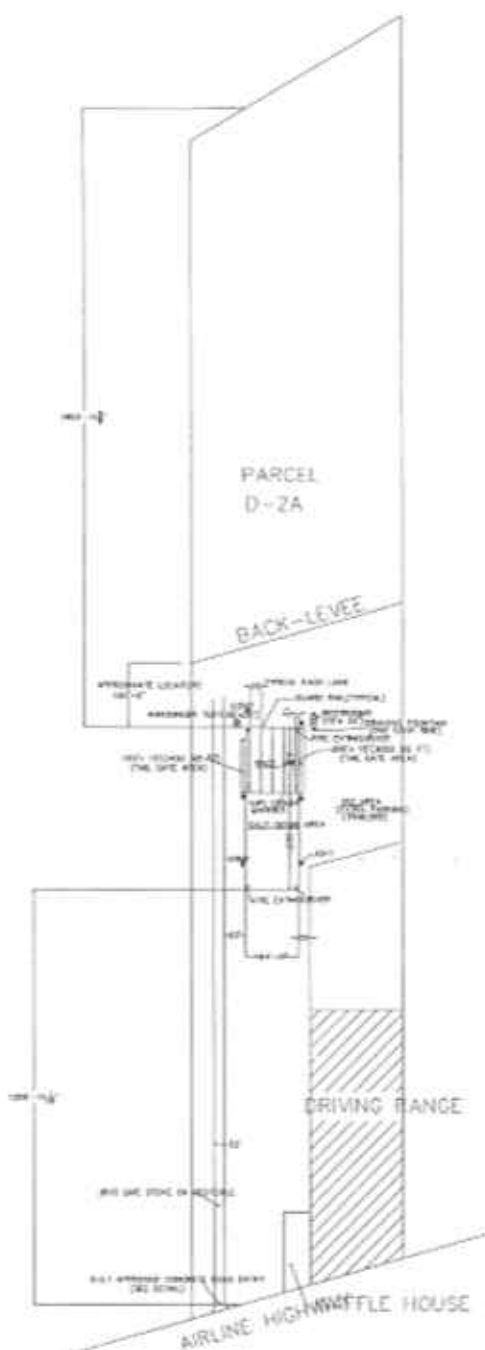
Stipulations:

1. The application shall notify the Department of Planning and Zoning if/when attendance at any event exceeds 400 people at any time during any event. If attendance exceeds this number, Planning staff will coordinate with fire, emergency medical services, the Sheriff, and any other health/safety office to determine if additional site restrictions or requirements should be applied. The Planning and Zoning Director may require the applicant to re-file or apply for an amendment to the Special Permit.

2. Any gate on the driveway shall be setback a distance to allow a truck and trailer combination to safely pull onto the driveway and keep Airline Drive clear.
3. Emergency Medical Services (EMS) shall be on site for at least the first two events and the Planning Director working with Emergency Services shall determine whether on-site EMS will continue to be a requirement of the Special Permit thereafter.
4. Minor changes for clarity, as requested by Planning Staff, are allowed to the submitted site plan.
5. All events shall comply with the requirements of the St. Charles Parish noise ordinance.

Scale 1/4" = 1' - 0"

Notes: 1. All dimensions are given in feet and inches unless otherwise noted.

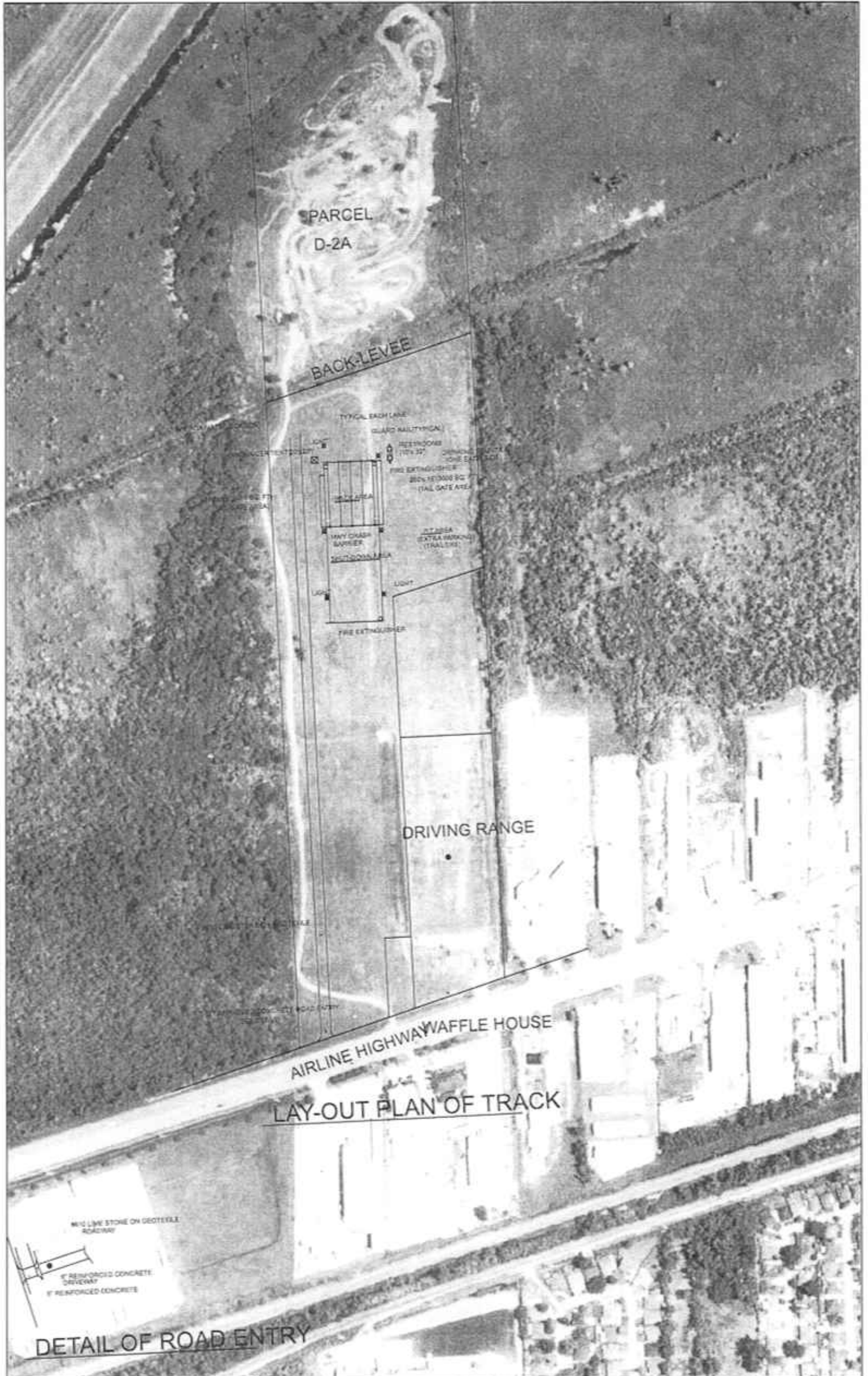


LAY-OUT PLAN OF TRACK



DETAIL OF ROAD ENTRY

Scale 1/4" = 1' - 0"





[Home](#)
[The MRA](#)
[Racing](#)
[Schedule](#)
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Rules

Event Facility Guidelines

The Mud racers Association offers the following guidelines To help you to provide a quality mud racing event in your area.

The Specifications/recommendations contained herein are for informational purposes only. These pages do not constitute an official issuance of the Mud Racers Association and should not be relied upon as being either current or complete. In order to ascertain the most up to date information it is necessary to consult your insurance carrier, attorneys and engineering firm versed in the motor sports events industry.

Competition area: *The area in which the actual racing competition will take place, herein referred to as the Track or competition lanes. (The competition areas may also include the shut down areas, return roads as well as the Pit area)*

The Track racing surface (competition lanes) will be either 160 feet or 200 feet in length.

Each of the competition lanes will be a minimum of 25 feet in width.

Where two (2) lanes are used, each competition lane should be separated from the other by a minimum of three (3) feet.

Competition lanes will consist of loose earth of approximately six (6) inches to twelve (12) inches in depth over stable ground. Surfaces should be relatively level and free of large rocks and debris. The amount of water added to the track is at the discretion of the track owner/promoter. However standing water is not recommended.

Both sides of the competition area shall be lined with approved Department of Transportation barriers or guiderail systems. **W-beam OR concrete (Jersey) barriers are common examples of some of these systems. As each area differs, it is recommended that you consult your states DOT for specifications for installation of W-beam and/or concrete (jersey) barriers.** The guiderail system shall consist of a continuously running barrier/guiderail, placed along the outside of the competition area (track). At the discretion of the promoter / track owner the barrier/guiderail system(s) may be set along the outside edges of the competition lanes. The barriers/guiderail systems should extend from a minimum of ten (10) feet before the starting line to a point not less than twenty (20) feet past the finish line.

The area between each competition lane shall be delineated by a minimum of either orange painted stakes OR orange safety cones of at least 18" in height. Stakes or cones should be place approximately every twenty (20) liner feet along both sides of the racing lanes to mark the out of bounds areas. Approved guide rail systems OR concrete Barriers will be sufficient delineation as long as they are placed along the outside edges of the racing surface (lanes) and will mark the out of bounds parameters for each lane.

It is highly recommended that a secondary barrier system be placed parallel to the tracks barrier systems. The secondary system should be placed with sufficient distance from the tracks barriers to provide an additional buffer area between the competition area and the Spectators areas. These secondary protection system(s) should be constructed and placed as **per your insurance carriers' recommendations.**

At no time should any persons, equipment or structures be present in these areas between said barriers.

SHUTDOWN AREA: *The area past the end (the finish line) of the competition lanes*

The track shut down area should be a minimum of 2 times the length of the tracks racing surface (i.e.) 160 ft of track length equals 320 foot of shut down area. A 200 foot track length will require a minimum of 400 foot of shut down area. (These are the minimum recommended distances and should be extended whenever room allows).

The shut down area should be relatively smooth, level and free of debris.

The width of the shut down area shall be equal to OR greater than the competition area (lanes) in use. At NO time shall it be less than the total width of the competition area.

It is recommended that an approved barrier system be placed along both outer parameters (sides) of the shut down area. (Check with your insurance carrier for recommendations).

There shall be no Equipment, persons, vehicles or structures in the shut down area OR the area beyond the end of the shut down area. This includes all of the shut down area, plus any and all areas adjacent to it. These areas shall be clear of persons at all times.

A return road will be provided from the shut down area to the staging area and/or Pit Area. The return road should be isolated from the spectators, crews and track personal by appropriate safety barriers (check with your Insurance carriers) so no one can entry these areas.

PIT AREA: *The area used for the parking of competition vehicles, their support vehicles, crews and equipment.*

The Pit area and entrance to it should be of sufficient size to accommodate multiple rows of large tow vehicles and transports of up to 80 feet in length.

The Pit Area should be adjacent to the staging area to allow for a safe and smooth flow of vehicles in and out of those two areas.

The pit area should be separate from the competition lanes (track) area and spectator areas.

STAGING AREA: *(a holding area for competitors and their vehicles to line up in preparation for their turn to compete)*

A staging area shall be provided adjacent to the competition areas starting line that will provide two (2) lanes of staging. Each lane will be capable of accommodating at least five (5) vehicles placed end to end in them.

The staging area should be separate from the spectator areas, yet adjacent to the Pit and competition Area.

Staging lanes shall be out of harm's way and out of the path of flying debris. During the competition there should be NO personal or vehicles in the area directly behind the starting line. **This area presents an extreme hazard do to flying projectiles/debris.**

SPECTATORS AREA: *The area where fans/spectators may view the race.*

At no time should spectators be allowed near the competition areas without proper safety barriers/structures installed to protect them, along with a buffer zone (**Consult your insurance carrier for recommendations**) these requirements may be in addition to the tracks competition area barrier/guiderrail systems

Spectators shall not be allowed in the competition, shut down or staging areas.

SAFETY EQUIPMENT/ PERSONAL RECOMMENDATIONS:

Paramedic / ALS or EMT crew and one ambulance shall be on site during all competition. The addition of a standby ambulance and crew are highly recommended.

Fire and safety crews and equipment should be on site during the running of the competition. (**Consult your local authorities for recommendations**). Fire crews should be versed in controlling/extinguishing alcohol fires.

All fire and safety crews should be versed in motor sports events safety and should be briefed in the operation of the safety features required on the vehicles by the racing organization overseeing the event. It is recommended that a 10lb dry chemical fire extinguishers be placed at the starting line and approximately every 50 feet along the outside of the safety barriers of both competition lanes, to assist track personal in case of a fire. Track personal should be trained in the use of said extinguishers.

SECURITY:

Security shall be to sole responsibility of the track owner/ promoter.

Home

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2011-0212

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

ORDINANCE NO. _____

An ordinance to adopt the St. Charles Parish Comprehensive Land Use Plan: St. Charles 2030.

- WHEREAS, the current Comprehensive Land Use Plan for St. Charles Parish was adopted on August 13, 1990 (Ord. 90-8-2), and has not been updated since that time; and,
- WHEREAS, the Council entered into a contract with WRT, LLC consulting firm (Ord. 09-4-8) to lead the Parish in the development of a new Comprehensive Land Use Plan; and,
- WHEREAS, St. Charles Parish received a grant from the Center for Planning Excellence (CPEX) in the amount of \$100,000 and received technical staff assistance from CPEX for the development of a new Comprehensive Land Use Plan; and,
- WHEREAS, a citizen-based steering committee guided the Plan development and helped form policy ideas; and,
- WHEREAS, the public was engaged throughout the development of the Plan; and,
- WHEREAS, the public participated in three major workshops: Visioning Sessions (August 18 – October 12, 2009); Shape the Future (March 15-16, 2010); and, Open Houses (November 8-10, 2010) and presentations to community groups; and,
- WHEREAS, the Public Information Office provided ongoing updates through the parish website, social media sites, television broadcasts, on-line survey and produced an informational video about the Steering Committee and process; and,
- WHEREAS, the Parish Council passed Resolution No. 5692 endorsing the St. Charles Parish 2030 Vision Statement which set the framework for the Plan; and,
- WHEREAS, the Plan contains seven (7) elements: Economic Development; Land Use, Housing and Community Character; Transportation; Infrastructure, Community Facilities, Parks and Recreation and Natural and Cultural Resources which establish goals, policies and action items which provide the pathway to achieving the adopted vision; and,
- WHEREAS, the Plan contains a Future Land Use Map which graphically represents the Parish's potential land use and growth pattern into the future; and,
- WHEREAS, an Implementation Action Plan is included in the Plan to assist the Parish in prioritizing projects and to implement the policies of the Plan; and,
- WHEREAS, the Plan incorporates the public input received throughout the entire planning process; and,
- WHEREAS, the Steering Committee met on May 3, 2011 and voted to forward the Plan to the Planning and Zoning Commission for a public hearing; and,
- WHEREAS, the Plan was made available to the public on May 19, 2011; and,
- WHEREAS, the Planning and Zoning Commission held a public hearing on June 2, 2011 to consider the Plan and take public comments; and,
- WHEREAS, the Planning and Zoning Commission passed a Resolution to approve the plan with one amendment which was appended to the resolution.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Comprehensive Land Use Plan: St. Charles 2030, Policy Document, dated May 9, 2011 as amended by the Planning and Zoning Commission on June 2, 2011, is hereby approved and adopted.

SECTION II. That the final document shall be printed and filed in the St. Charles Parish Clerk of Courts Office and in the records of the St. Charles Parish Council.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PZO-2011-10 Requested by V.J. St. Pierre, Jr., Parish President, an ordinance to adopt and implement St. Charles Parish 2030, the Comprehensive Land Use Plan. The Planning Commission will consider a Resolution on the matter following a public hearing. The draft Comprehensive Land Use Plan can be viewed at the Parish website: <http://www.stcharlesparish-la.gov/>; the Planning Zoning Department, 14996 River Rd, Hahnville and all St. Charles Parish libraries

Mr. Booth: The next item we have tonight is PZO-2011-10, as many of you know, St. Charles Parish has been looking at a Comprehensive Land Use Plan and tonight we'll have a presentation and a public hearing on that particular plan. Ms. Marousek.

Ms. Marousek: Thank you, I just want to say that I am very happy to be at this point in front of the Planning Commission to hold a public hearing on our Comprehensive Land Use Plan. It's been a long process. We contracted with our consultant in April, 2009. We had a citizen appointed steering committee that met diligently about 13 times over the last 2 years. Basically we've been moving through this process it had several public meetings. We got public input through those public meeting processes and I'm just hoping that you guys can get any questions answered you have tonight. Ultimately this will be, if you pass it, will be passed by a resolution of the Planning and Zoning Commission. The staff did find one issue that we would like to amend the plan with and we can go through that after we've gone through the presentation. What I want to do is turn it over to our consultant, Silvia Vargas, to go through a brief presentation with you and then hopefully open it up to a public hearing.

Mr. Booth: Yes Ma'am.

Good Evening my name is Silvia Vargas with Wallace, Roberts and Todd and like Ms. Marousek I'm really pleased to be here tonight to present to you the St. Charles Parish 2030 Comprehensive Plan for your consideration. I'm just going to give you an overview. I think that you are probably going to use some of this information as a Planning Commission, but I know that there are some members of the public here who may not have followed the process. Let's begin by talking about what this comprehensive plan is. It is a grouping of goals, policies and actions that reflect the community values and aspirations and basically they reflect the vision that St. Charles Parish residents have told us that they want St. Charles Parish to be in the future. We talk about it as a framework putting all different pieces of the parish together, the transportation system, the infrastructure system, the land use, the parks and recreation system, all of those fitting together into this document. Perhaps more important it's a long term vision. It's a 20 year road map that will help the parish anticipate and manage future change. It's not static, it will change with time as the parish will change as well, but it will provide that set of long term goals to keep your eye on the ball and reach forth as time goes by. Why do we need a new plan? The parish does have a plan right now, but it was adopted in 1990 and it has never been updated basically since then. I'm not really sure that minor changes have been made, but I know that it has not gone through any major updates in all this time. As you are all aware, many changes have occurred since that time. There have been a lot of projects that were contemplated in that time and has been completed since then including the improvements of I-310, the bridge and many others that are listed in that plan. We also have some major events including the hurricanes of 2005, the oil spill and other events that have impacted the local economy, the

environment, the housing market, etc. that the plan did not contemplate. In addition to that, that plan, was done at a time when the parish had been growing very fast for a long time and so it contemplated that the pace of growth would continue into the next two decades. It was planning for managing that growth, where now what we are seeing that the growth rate have actually since then, in fact a little bit before then was starting to flatten. That trend has been confirmed by the latest census figures, we know that the parish has continued to grow, but at a much slower pace. So what we are looking at now is not the same urgency to manage flow as to put in place the framework for attracting only the growth that we really want. Finally there have been also changes in the global that we need to consider the parish relies on an industrial base that has been coming under increasing risk of vulnerability to competition globally and other factors that really were not contemplated, so we have different conditions today that equal different needs for the parish and for its residents and also a different vision for the future. Some of the differences between the 1990 and the 2030 plan include the fact that the 1990 plan is very data oriented. When I went through it about 80 % of that document is pure analysis through data and only 14% of the document is actually policy. It's not very clear on the 1990 plan what the long term vision is, whereas this plan uses the community vision as its touchstone. It also from what we have been able to gather there was relatively limited public input into that process, it was steered by a steering committee and there was some public hearing, but our process has been primarily driven by public input. We have offered many opportunities for the community to participate throughout the process and I can tell you that this is one of the communities where I've worked where I have seen the staff put an incredible effort to reach out to every citizen more so than many much larger communities where I've worked in the past. A couple of other things. The 1990 plan emphasizes more linear planning, we're looking at a parish wide approach so that we can make sure that all these systems are integrated so that we are not looking at tiny little pieces and not necessarily how everything works together. That plan doesn't have topical elements, ours does have an emphasis on interrelation relations between the different elements of the plan and an emphasis on spatial aspects of planning particular with the future land use map. Finally, we in the 2030 plan are emphasizing the action agenda where the 1990 plan did not. So just a little about how the plan was prepared, it was an iterative process with sequential steps that build on previously collected and previously analyzed information to make sure that the decisions are made on an informed basis. The process was steered by a committee that was composed of a broadly represented group of citizens and I do want to thank them, I know that some of them are here tonight, but everyone of them worked really, really hard through those processes mentioned and they did a fantastic job as representing all the different ventures of the parish. Again, as I mentioned, our process had a very heavy emphasis on public engagement, particularly with some major events. We have 1000 people who participated and at least one of the events that we had were provided input through other means where via email, telephone calls or personal face to face meetings and also I want to point out that we made a joint effort to include the parish youth. We worked with the Satellite Center, we held special events for the students there because this is their plan too. How was this document organized? First thing is we have the vision statement, this is the 20 year growth map that I talked about and that is what guides the plan as a whole. Then we go back and look at where we are today, what are our existing conditions and we also look at the trends. If we don't do anything different, where are we going? So we have a context section that talks about those different projects. Then with those 2 pieces in place, we go into a 3rd chapter which includes all the elements of the plan to talk about where we need to be. Those are the goals, policies and the strategies. They were organized into 7 elements that include

economic development, land use housing, transportation, infrastructure, community facilities, parks and recreations and natural and cultural resources. Finally, we have a chapter that tell us how do we do this? It includes our action plan, our action agenda as well as the capital improvement framework. So the vision statement which is shown on the screen, at least the major part of the statement, is the plans final destination and it came from direct input provided by the residents. We held a series of community meetings where hundreds and hundreds of ideas were expressed by citizens and we took that input and we used it to create this statement which reflects the aspiration for the parish in the year 2030. A vibrant, friendly community proud of its heritage and surrounded by unspoiled nature. Our context section, I just want to give you a brief overview of some of the findings, because they are important to our understanding how these policies that we put in place came to be. First of all, we looked at the history of the parish, what made people come here in the first place and what made the parish develop the way that it did. What we found was that the same historical strength that attracted people to St. Charles Parish begin with the geographical location, the fact that it has a pretty complete transportation network, with the rail and the river and roads and access to a major airport, its industrial phase, the quality of school system and the scenic beauty of the parish, all those factors are still here and they continue to be assets that attract growth. However, we see changes in the demographics, as I mentioned in the 2010 census, we see that the parish has continued to grow, but the growth rate has dropped even more than in the last decade. We are as less than 1% average annual growth now where back in the 60's we were at 6% and there were some other periods where the growth rates were actually also just as high. We also see some changes in the makeup of the population and the classes of the population. The median age has been increasing and it continues to do so. We have some population pyramids that show that the population groups or age are continuing to expand and that the population as a whole is growing older. The parish is also becoming more diverse in ethnicity and racial makeup. Interestingly there is a number of children and that is important because it has implication for the school system, it has implications for the types of services and facilities that the parish needs to be looking at. So, looking at the future, the next 20 year, the population will continue to grow, but also, the rates of growth will continue to flatten. As a whole, the parish's population will continue to get older, as the Baby Boomer's, groups of the Generation Xer's continue to move up into the upper H cohorts. This also have something of an impact in the public services and the facilities and housing needs that the parish is going to have in the future. As a whole, the projections that we have right now indicate that the parish in the next 20 years will probably grow less than 10,000 people which is a fairly modest amount of growth. Over the last decade the emphasis of development in the parish has been on single family residential subdivisions and that will probably continue, but there maybe some differences in the types of housing and the types of development that attract residents here or that allow existing residents to move into different housing as they grow older. Elderly residents may not want to own the big lot to take care of, so that's one trend that we're seeing. Eastbank is nearing build out, so there are some areas where perhaps the next wave will be more infill and redevelopment rather than new green field development. The Westbank have some areas that will allow green fill development, but there are also parcels in many areas on the westbank that are in need of revitalization and we may see some potential projects that could be drivers for development, including the completion of the levee protection system and road improvement projects as the widening of 3127, long term potential construction of I-49 and other such projects. With these findings in mind, the policy foundation for this plan is not about managing growth, but about leveraging the existing assets and there are 4 key plan themes that came from

this analysis that are the big issues in this plan and they include diversifying the economy, completing and improving all the basic infrastructure, including sewer, drainage, etc., promoting sound efficient, fiscally responsible growth, increasing housing diversity/quality affordable housing for and targeting revitalization effort and property upkeep in older areas. One of the most important elements in this plan is the future land use map. A lot of people are going to focus on that, it's not the only thing that needs to be focused on because this plan, every element works together. So when people look at that plan, they also need to consider the transportation element, the implications of land use and transportation on infrastructure, on community facilities, etc. Nevertheless the future land use, when we went through the process with the steering committee of creating this new map, there were some constraints that we had to work with that we knew. One of them is that the parish has an existing zoning in place, back in the early '80's was zoned which is fairly unusual. A lot of communities around the country don't have every parcel zoned, but this parish does and we need to respect the expectations that the zoning creates. So we looked at that, we looked at the existing land use of course, we also looked at the development capacity that is created by all the platted, recorded lots that are out there that may not have been built yet and there in the range of 1200 of those. So a good percentage of the expected population growth will go into building up in those existing lots. We also have some environmental constraints. There are a lot of wetlands in the parish and we also took those into consideration of course. So with that in mind, this is the latest inclination of the future land use map, it has gone through many, many durations and lengthy, lengthy discussions, at our steering committee meeting, we presented it at several public events and we received a lot of comments that were taken into consideration, but the basic tenants of this map include the idea that we want to consolidate and improve upon the established patterns. We need to respect that there are perimeters and we took those into consideration as I mentioned. But also, this pattern wanted to maximize flexibility to accommodate changes that may occur in the future, while at the same time, offering a level of predictability. It's one of the advantages of having a future land use map, when somebody comes in to talk to the Planning and Zoning staff, you have a map that tells you this is the expected character of a zoning area in the future. That is not only a benefit for a developer, but also for a homeowner that may want to know how land in their vicinity or surrounding them might develop. Now because of the constraints that I mentioned, particularly with regards to the zoning. The fact is the future land use map represents a long term vision, much longer than the 20 year horizon of this map. We're planning for everything else with this 2030 horizon in mind, but because the zoning has been in place, the fact is that there is land zoned in this parish that could accommodate 50 to 100 years of growth. So we have to work with that. So this is a long term vision and the future land use map emphasizes 4 basic factors: 1. It's the idea that we want to create areas for employment that include the opportunity to diversify the existing economic base. 2. That we want to create areas where mixed use development could be encouraged as opposed to the single use development that exists now. 3. We also have some areas that we know need revitalization so we could place some light use districts, some light use designations that would encourage these areas to revitalize through incentives and other tools and some cases to offset a character or strengthen a character that already exists and then 4. The idea of creating and strengthening connectivity between the areas and providing access. That goes to the ideas of the link between future land use and transportation, they are both related and we're looking at these maps together and all the other pieces of this plan for the implications that they have on each other. Are we creating areas that can be built in a compact way, that have good access, that taken into consideration the climate. A couple of things that I want to

emphasize about the future land use map, the first is that the designation that we have on the map are very, very broad, they are not parcel based, they are not zoning. So that is something that I want to emphasize and remind everyone here over and over and over. The reason why this is important is because each of these land use designations may actually accommodate several areas that we've talked about the needs for this future land use map to allow flexibility and this is what we have tried to do. Each one of these categories actually accommodate at least 2 and in many cases many more zoning districts that you already have in place. However, there are some designations that will actually require the creation of new zoning districts. That's one of the actions that after the plan is adopted, staff will be required to undertake. I'm not really going to go through these in any detail, I just wanted to give you a sense of how the elements of the plan are structured. There is a set of overall goals in each element and then some policies with actions that fit into each one of them and you can see some examples on the screen from the land use housing and community element, from the economic development element and a couple of more from the transportation element and the infrastructure element. The important piece is to get that sort of hierarchy from the broad aspirational goal down to the action level. The most important part of this plan is how will it be used. As I mentioned, we have an implementation element, it has components, the adoption procedures, which follows the statutes of the State of Louisiana. We have a series of principles that will be used for making decisions at the policy level by the elected officials to make sure that those decisions are consistent with the comprehensive plan. We have procedures for amending the plan, for monitoring progress towards implementation and for updating the plan on a periodic basis so that 21 years from now you don't find yourselves doing this again, the way that we've done it this time. We have the 2 pieces that I probably consider the most important on this element, the action plan which provides time frames for each one of the elements to be started or completed whether it is in an immediate term, short term, mid term or long term and actions that are on going that will continue to be performed. Also, identifying responsibilities so there's an element of accountability in this plan. Then a capital improvement framework that will be used to offset project priorities. Once this plan is adopted staff, this Commission, and the Parish Council will refer the this plan to assure that all rezoning and other development decisions will help the parish to move towards the 2030 vision. It will be used to identify the important impacts of development related to visions on transportation systems, infrastructure and community facility needs and it will be used to prioritize the timing and funding for projects related to capital improvements and other types of investments. Consistency under adoption, the subdivision regulations and the land development regulations should be revised. The zoning districts should be revised with consistency with the future land use map. Most applications will most likely be consistent with the future land map because those land use designations are broad, but when a conflict does exist, approval should not be granted without also amending the official land use map. However, the official land use map is not the only consideration, again, you have to take the plan as a whole look at all the policies together. With regards to the amendments, we're recommending that the applications for amendments be reviewed on a quarterly basis, so that you don't have to do this every time that you meet. The plan text or map amendment should meet at least criteria for approval that we suggesting. There will be some exceptions that will not require formal amendments so there will be some things that people will be able to request that will not have to go through a formal process. So we do recommend that the plan be completely updated at least every 5 years. Our base line is from 2009 to 2010 and that staff prepare a report card basically to let the Planning and Zoning Commission and the Parish Council how progress is being met. This is the last slide, basically a

list of items that we have identified as the highest priority for implementation right after the plan is adopted for staff to look at and begin to do within the first year after adoption. They include the establishment of new protocols for reviewing development applications consistent with the plan; reviewing the budgets and CIP to reflect the priorities of the plan; diagnosis of the zoning ordinance and the subdivision regulations; several other things that are related to economic development and infrastructure. With that I will turn it over, if you have any questions I will be glad to try to answer them as well.

Mr. Booth: Any questions from the Commissioners? Ms. Marousek you have something?

Ms. Marousek: If you can go back to the slide that has the land use table on it and I can just explain real briefly before you open up the public hearing. The one amendment that we are proposing in addition to what's been presented, I don't know if you can see this. On the residential characters, the very first one, the yellow one, there should have been a dot in the box where you see residential across the R-1A down, there should have been a circle added to that box. Our intent was not to disallow or be inconsistent with rezones from R-1A to R-1A(M) in areas where we have platted subdivisions, we do get those requests from time to time. For example, we had one tonight in New Sarpy, so that would be the one amendment that staff would like to make at the time you go to vote on the resolution. If you have any questions about that I'll be happy to answer.

Mr. Booth: Thank you. We'll open a public hearing on PZO-2011-10 Comprehensive Land Use Plan. Does someone plan to make some comment on this plan, please step forward, state your name and address for the record.

Jerry Darensbourg, 234 Killona Drive and to follow Silvia after this presentation, I think she said everything that I thought of saying with more details that I could ever give. So it's a good plan, done by the people. That's what you are voting on the people's choice for the next 20 years. Thank you.

Mr. Booth: Yes Sir. Thank you. Your name and address for the record please.

Elton Ockman, 409 Oak Street, Hahnville. I'm for this plan, I would like you to adopt this plan except one little item that I have here that I would like you all to cut out of this plan. On page 62, there's a map that shows the administration wants to show light industry south of 3127 which is wetland. They want to take 500 feet south of 3127 and fill the wetlands up to 3160 from I-310. I'm against this because, we in Hahnville drain into the wetlands by gravity. We do not have pumps, this will flood Hahnville on a heavy rain as the water will back up on us. They need to put the light industry on the north side of 3127, there is a proposed road going from Eddie Dufresne Parkway to 3160 which would supply access to this area. When a hard rain comes, it fills the wetlands from other places in the parish. We do not need to fill the wetlands, we need to have good drainage as is. Thank you.

Mr. Booth: Yes Sir. Thank you. Yes Sir, your name and address please.

Corey Savoie, 301 Maryland Drive, Luling. I was a member of the Comprehensive Plan Steering Committee and do I agree with everything in here? No. Do I agree with the vast majority of it?

Yes. When you take a plan like this, there is no way that you are going to get everybody to completely agree on anything. We had some, I would say more than spirited conversations, usually I was at the center of them. It was a compromise, just like any other budget or anything else that you try to come up with, there are a lot of compromise involved and this is the fruit of a lot of time and energy spent and I would hope that you would support it.

Mr. Booth: Thank you Sir.

Mr. Clulee: Mr. Savoie at the last committee meeting you all had, did you all take a vote on it?

Mr. Savoie: Yes sir. We sure did.

Mr. Clulee: This here is what was recommended?

Mr. Savoie: That was the recommendation of the committee.

Mr. Clulee: Thank you.

Mr. Booth: Thank you Sir. Your name and address again please.

Kamau Odinga, 130 Oak Street, Hahnville. I want to know whether the impact of the nuclear plant on the environment was factored into this study. The current impact and the future impact. Given the recent situation in Japan, has that been factored into the quality of life and the possible impact?

Mr. Booth: Ms. Marousek, can someone address that?

Ms. Vargas: In the analysis that lead to preparation of the plan, we looked at a lot of different factor. We looked at environmental factors, we looked at quality of life factors, we looked at system factors and the result that you see here today is part of the process of having looked at all those different pieces. The goal with this plan was to take into consideration the idea of resilience to disasters and to events that maybe external events that may impact the parish. There are things that we cannot change easily, like I mentioned, the zoning is in place and unless we actually we were disrespectful of existing developmental rights, we needed to take the zoning for the most part. I think that we did that. Could we in an ideal world have done something different to create a different pattern of land uses that could protect the parish even more? Probably, but we have to acknowledge the fact that development is where it is today and that you have current zoning in place that creates certain expectations so working with those constraints, we tried to move toward a more sustainable and resilient pattern of development in working with quality of life factors as well.

Mr. Booth: Thank you. Will you state your name and address for the record please?

Neal Ayme, 140 Ducayet Drive, Destrehan. I was also a member of the steering committee and I just want to thank Silvia, Kim and all the staff at P & Z, they did a wonderful job of facilitating the whole process. I was one of the persons like Corey that was in the middle of a lot of

discussions. Sometimes they were a little heated, but we smoothed everything out. I am a person who feels strongly about a proactive approach to development. As a banker, I would like to see the community grow and grow positively. I think this plan was done in good taste, well thought of and I would appreciate your support.

Mr. Booth: Thank you Sir. Would you state your name and address for the record.

Percy Wilson, I live in Ama at 145 Victoria Lane. I was a member of this committee. I enjoyed the spirited dialogue we had sometimes. What I was impressed with most probably was how detailed the consultant and our staff in the parish made this. I didn't expect to see this when I got to be a member. One of the things that I'm glad of is that it involved as many of the John Q citizens as we could. We made the special effort to go out and find them, to talk to them, find out what they had. In fact, if we would have done my idea, we would have done a man on the street kind of thing, but it didn't happen, but we did talk to an awful lot of people and got their ideas and got their input. I would recommend that you guys, that you push this forward, that you support it, but I would also like to talk to the future, including my daughter and whomever else might be future council people, that it just not be something that we put here as a nice plan, we put an implementation part of it in there too and that should be guides to people who become elected at some point, that they don't have their own agenda. But that they have the agenda that we paid for, because I'm sure this consultant company was paid very well for all that they did. We need to find ways to implement it because I think it's a great plan and it would push this forward. Thank you.

Mr. Booth: Thank you Sir. State your name and address for the record please.

John Campo, 105 Ducayet Drive, Destrehan. I'm an architect and I'm also a member of this committee. More importantly I'm a lifelong resident of this parish. In the 52 years that I've been here, this parish has grown in a truly wonderful way, far exceeding my expectations when I was younger and it turned out to be a fabulous place to raise my kids. So my interest in this was obviously great both professionally and personally as a citizen. When you take the amount of citizens that we did and bring them together, you're going to sift through the deficiencies of this parish as well as the desires of what people they would like to see in the next 20 years. I think this plan represents that in an excellent manner. I whole heartedly support this and hope that you will too, because it is not set in stone, but it is a wonderful guide that takes into account all of the citizens and brings that in a graphic way a wonderful plan that I think will be very beneficial for the next generation, which is my kids as well. Thank you.

Mr. Booth: Thank you. Anyone else to speak on behalf of this? Yes Sir.

Patrick O'Malley, 34 E. Levert, Luling. I was also a part of this steering committee, it was a pleasure, a labor of love for all the same reasons that were mentioned, that we cared. A couple of things that I would like to point out about the plan is this is broad strokes, it's the macro vs. the micro, this is a plan with flexibility. There will always be a need for the Planning & Zoning Boards and mechanisms that we have in place to do the micro to weigh out the exceptions as needed, whether a hardship case what have you, that's where the rubber meets the road, but it's often said that if you don't have a plan, you'll be a part of somebody else's. The whole group

through heated discussion ending with a plan that we can all support even if we don't agree on 100% of every detail of it, with the big outcome of it. I would also recommend approval of this plan when it goes to the Council.

Mr. Booth: Thank you Mr. O'Malley. Mr. Milton if you would again state your name and address for the record.

Milton Allemand, Hahnville., The gentleman is exactly right, the next Council, the future Council, the future Parish Presidents will get their chisel and hammer out and do a little carving on this document. They always do, but it's a good thing, I'm not going to sit up here and say that I'm for it or against it, because there are a lot of things that I don't agree with, there are a lot of things that I do agree with, but that's fine. Some say a vision is actually just a dream, but that a vision could be a goal, without a goal to cross, you never know if you will win. I found this document for the most part to be just as the title says, very comprehensive. However there are a few items that are contradictive. On pages 73 and against on 166, this plan calls for the enhancement of agriculture infrastructures, which I certainly can support, but on page 8 of the executive summary section, future land use map, farmland is completely omitted. I can understand that farmland is not very attractive on any map and one that is attempting to promote future economic development. One interesting fact that most long time residents probably already knew, was that we have a limited amount of available land for development, about 427 acres as stated on page 52, if you eliminate wetlands in presently used farmland. On this issue of home businesses, I cannot support continued growth as we presently apply it. I do not believe that residential neighbors like the idea of businesses in their subdivision, but I also realize that some small businesses would never start up without being able to work from their home. Maybe in the near future we can zone area for specifically for the development of home based businesses. This would have the potential to expand, but it is allowed as home based businesses. With our parish land break down being 61% wetlands and other natural resources as stated on page 54, certainly hammers home the importance that we get our zoning issues correct. All decisions made on zoning issues by all departments must be based on equally applied criteria based decisions. These boards, departments and commissions must function without the influence from elected officials. No one can have the power to circumvent the intent of our zoning ordinance. If the law is wrong for the future development of our parish, modify it or eliminate it, but never ignore it. As most have hopefully realized by now I think the way that we apply our zoning laws is flawed. Once again I state as I have in the past, I'm not insinuating that anyone is purposely doing anything wrong, it just seems the vision or the mission may and I repeat maybe flawed. With that said, I will continue to work towards a complete review in rewriting of our zoning regulations to design them to become fair and balanced for all and by all. Allow me to read a short section of page 76, it suggest that we go where I'm suggesting we go. The zoning ordinance is the primary implement of the comprehensive plan will play a critical role in shaping the function, form and visual character of St. Charles Parish. As such, it should faithfully interpret and represent the collective mandate of the 2030 vision and the goal and policy of the comprehensive plan. In many communities a zoning code or ordinance is updated many times over the years, but usually in a piece meal manor. As a result, at some point the code may stop reflecting best practices or the true development expectations of the community. There may be internal inconsistencies and contradictions within the code, our regulations have unintended and sometimes surprising results on other regulations. St. Charles Parish is no

exception. The ordinance was adopted in 1981, since then it has been incrementally revised to its current form. With the adoption of the 2030 Comprehensive Plan, the parish will have a unique window of opportunity to perform a wholesale evaluation of this ordinance to bring the zoning in line with the comprehensive plan. Not only will various need to be made to existing standards, in new districts, tools and associated standards and incentives incorporated, a general clean up of the ordinance should be completed at the same time and I added one more sentence to ensure consistent enforcement in application of zoning regulations. Thank you for your time.

Mr. Booth: Thank you Sir. Anyone else to speak? This is a public hearing on the comprehensive land use plan of St. Charles Parish. Seeing none, the public hearing is closed. Ms. Marousek you have any other comments or clarifications?

Ms. Marousek: Just that we did receive some public comment via mail, you all have copies that were provided to you. Just to be clear what they are, an email from Ms. Joan Robbins, that dealt primarily with the issue related to agricultural land use goals and the lack of an agricultural land use district and the comprehensive land use map. We did also receive one from Mr. Marcel DiGiovanni that was to address is current zoning on his property and his specific property land use designation and a perceived need for high density residential housing and an essential conflict with preservation of the rural feel of St. Charles Parish. We received two letters an email, 2 emails I'm sorry from Mr. Jeffrey Roux primarily dealing with how the plan handles wetlands related to the comprehensive land use designations. We also received comment from Ms. Jara Roux via email with main concerns was the limited time for review, designated authority and coordination and implementation of the plan, again and issue related to wetlands and how some of the commercial designations were presented in the future land use plan. Staff will be able to answer any questions that the Commission might have.

Mr. Booth: Does the Commission have any questions? Yes Sir?

Mr. Foster: I have one. I studied this thing and it's good, it's not perfect but it's good. I've had a couple of people comment on the zoning of wetlands into commercial use. I'm not saying that I'm against it, at some point we need to have commercial land. It's just some comment that people made and I'm sure that you guys heard it before and will hear it again. It's not that easy to take wetlands and make it commercial use if you want to build something, there are a lot of legal aspects involved in that, but it's just a comment that I had from some people.

Mr. Booth: Any other Commission questions or comments?

Mr. Galliano: I would just like to thank all of you, it seems like a very comprehensive plan. I appreciate all of your hard work on it.

Mr. Booth: I'd like to thank our consultants. I think our staff has stepped up to do work above and beyond what they are normally required to do. They've spent a lot of long hours on this plan. Yes Mr. Clulee.

Mr. Clulee: I'm sure all of the people that worked on this, including the committee people, the staff, the consultants and all that, I just have a couple of questions. This came about because we got a \$100,000 grant is that correct?

Ms. Marousek: There has been money in the budget from what I understand for the several years to update the comprehensive land use plan. That initiative hadn't taken place, but we did also receive \$100,000 grant from the Center for Planning Excellence in addition to the money that had already been set aside in the budget.

Mr. Clulee: So it was \$100,000 grant plus they had money in the general fund?

Ms. Marousek: That's correct.

Mr. Clulee: and how much have we spent?

Ms. Marousek: Off the top of my head, \$300,000, close to that, it was about \$250,000, I don't have the exact number.

Mr. Clulee: So roughly 300 grand. That's all I have.

Mr. Booth: Any other comments, questions, clarifications? We have a resolution tonight before us. The resolution is approving this St. Charles Parish Comprehensive Land Use Plan, St. Charles Parish 2030. Whereas the current comprehensive land use plan of St. Charles Parish was adopted on August 13, 1990 and has not been updated since that time and whereas in June 2009, the Parish working through a consulting team, began the process preparing a new comprehensive land use plan and whereas the first step was to appoint a citizen based steering committee who met 13 times to guide the planned development and act as a sounding board for policy, ideas and whereas significant effort was made to engage the public throughout the development of the plan and whereas public outreach centered around three major workshops, the visioning sessions which were August 18-October 12, 2009, shape the future March 15-16, 2010 an open house November 8-10, 2010 as well as outreaches through the parish council, social media sites, television broadcasts, online surveys, presentations to community groups and whereas the parish council has passed a resolution #5692 endorsing the St. Charles Parish 2030 vision statement which set the framework for the plan and whereas the plan is organized around 7 elements, the economic development, land use, housing community character, transportation, infrastructure, community facilities, parks and recreation, natural and cultural resources which together provide goals, policies and action items that provide the blueprint for the future of St. Charles Parish. Whereas the plan contains a future land use map which geographically represents the parish's potential land use growth pattern in the future and Whereas the implementation action plan broken into immediate short term mid term and on going actions is included in the plan to assist the parish in prioritizing projects to implement the policies of the plan and Whereas the draft plan incorporates the public comments that have been received through the entire planning process and Whereas the steering committee met on May 3, 2011 and voted to forward this draft plan, to Planning and Zoning Commission for public hearing and Whereas the draft plan was made available May 19, 2011 online at the parish's website, at public libraries and the parish Planning and Zoning Department to allow the general public the opportunity to review and provide comments and Whereas in addition to considering all submitted comments to the Planning Commission held public hearings on the draft plan to allow public comments. Now therefore, be resolved that we the members of the St. Charles Parish Planning and Zoning

Commission, do hereby approve as amended the St. Charles Comprehensive Land Use Plan, St. Charles Parish 2030, by forwarding this issue to the Council for their recommendation. The amendment as mentioned by Ms. Marousek, is Table LU-3 to include R-1A(M) as a zoning district consistent with the low density residential land use designation. We will call for the vote.

YEAS: Pierre, Foster, Booth, Gibbs, Galliano
NAYS: Clulee
ABSENT: None

Mr. Booth: We have Mr. Clulee against it, Mr. Foster, Booth, Galliano, Gibbs and Ms. Pierre are for it. This will now be forwarded on to the Council.

Mr. Foster: I have one question Mr. Booth.

Mr. Booth: Yes Sir, go ahead.

Mr. Foster: When this gets to the Council, are they allowed to make changes to this?

Ms. Marousek: There will be another public hearing before the Parish Council.

Mr. Foster: When the Council gets it, can they amend it after that? This is not going to go on for years will it? I guess that's my question.

Ms. Marousek: Well this is the plan once it's adopted by the Parish Council if they choose to adopt this plan or an amended version of this plan, but that will be the comprehensive land use plan for the Parish, as Silvia mentioned in her presentation, we would recommend that the Parish take a 5 year look to maintain this plan and there maybe cases individually that perhaps rezone cases that may come up that may be inconsistent with the comprehensive land use plan, that would necessitate an amendment to the plan at that point.

Mr. Clulee: Kim, the 1990 plan, what was in it? Did it go with the plan or did you see a lot of, like it think someone said, as the parish went, they did zoning in spots and different things and all of that. Did they stick with the plan is what I'm trying to say? The 1990 one, I'm sure you looked at that with all the stuff going on.

Ms. Marousek: I don't know all the decisions that have been made in the parish since 1990, but generally we try to look at that comp plan when we evaluate some things and I'm sure were completed, some things weren't. This plan is just set up in a different format and with a different premise than that plan was from 1990.

Mr. Gibbs: Mr. Clulee they said that 86% of it was all analysis, the whole 1990 thing was just analysis. 14% was acted upon. Obviously it wasn't as comprehensive as this one.

Mr. Clulee: Probably didn't cost as much either.

Ms. Vargas: For the record, that one was also done by a consultant.

RESOLUTION

A resolution approving the St. Charles Parish Comprehensive Land Use Plan: St. Charles Parish 2030.

- WHEREAS,** the current Comprehensive Land Use Plan for St. Charles Parish was adopted on August 13, 1990 and has not been updated since that time; and,
- WHEREAS,** in June 2009 the Parish, working through a consultant team, began the process of preparing a new Comprehensive Land Use Plan ("Plan"); and,
- WHEREAS,** the first step was to appoint a citizen based Steering Committee who met 13 times, to guide the Plan development and act as a sounding board for policy ideas; and,
- WHEREAS,** significant effort was made to engage the public throughout the development of the Plan; and,
- WHEREAS** public outreach centered around three major workshops: Visioning Sessions (August 18 – October 12, 2009); Shape the Future (March 15-16, 2010); and, Open Houses (November 8-10, 2010); as well as outreach through updates to the Parish Council, social media sites, television broadcasts, on-line survey and presentations to community groups; and,
- WHEREAS,** the Parish Council passed Resolution No. 5692 endorsing the St. Charles Parish 2030 Vision Statement which set the framework for the Plan; and,
- WHEREAS,** the Plan is organized around seven (7) elements: Economic Development; Land Use, Housing and Community Character; Transportation; Infrastructure, Community Facilities, Parks and Recreation and Natural and Cultural Resources which together provide goals, policies and action items that provide a blueprint for the future of St. Charles Parish; and,
- WHEREAS,** the Plan contains a Future Land Use Map which graphically represents the Parish's potential land use and growth pattern into the future; and,
- WHEREAS,** an Implementation Action Plan broken into Immediate, Short Term, Mid Term and Ongoing actions is included in the Plan to assist the Parish in prioritizing projects to implement the policies of the Plan; and,
- WHEREAS,** the draft Plan incorporates public comments that have been received throughout the entire planning process; and,
- WHEREAS,** the Steering Committee met on May 3, 2010 and voted to forward the draft Plan to the Planning and Zoning Commission for a public hearing; and,
- WHEREAS,** the draft plan was made available May 19, 2011, on-line at the Parish's website, at public libraries and at the Parish Planning and Zoning Department to allow the general public opportunity to review and provide comments; and,
- WHEREAS,** in addition to considering all submitted comments, the Planning and Zoning Commission held a public hearing on the draft Plan to allow public comments.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH PLANNING AND ZONING COMMISSION, do hereby ~~approve~~ approve as amended the St. Charles Comprehensive Land Use Plan: St. Charles Parish 2030 and forward this issue to the Parish Council for their consideration.

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

Yeas: *Stanky Foster, Billy Booth, Scott Galliano, Delores Pierre, Dick Gibbs*
 Nays: *Neal Clulee*
 Absent: *Ø*

The resolution was declared adopted this 2nd day of June, 2011.

Billy B. Booth

Billy B. Booth, Chairman
 St. Charles Parish Planning and Zoning Commission

Amendments to the Resolution to adopt St. Charles Comprehensive Land Use Plan
Planning Commission Meeting, June 2, 2011

1. Amend Table LU-3 to include R-1AM as a zoning district consistent with the Low Density Residential land use designation.

Name: Jeffrey Roux
 E-mail Address: Jeff@roux.org
 Telephone: 5044310399

The plan has some good points within the scope of implementation with the exception of dealing with the wetlands. The Parish does not have an approved management plan by state and federal authorities -- as one has not been developed/presented for approval. The Parish therefore does not have the authority to put into effect the dramatic changes presented in the document such as changing wetlands to general commercial or mixed commercial use. The Planning and Zoning Commission which is charged with this coordination is not staffed nor has the expertise to deal with the complex regulations in dealing with the wetlands.

One of the comments states that we were to capitalize on coastal management expertise. It was not evident in this serious fault with the document.

Minor point but none the less significant is that Ellington Subdivision is quite a ways from the wetlands interface of Willowridge and Magnolia Ridge which is mentioned in the document. Familiarity with the terrain is also questionable as to the location of historical sites and other sites.

This document and its conclusions although in draft form needs to be reviewed prior to any request for public input.

The document states that the commercial area needs to be increased by 400+ acres yet the expansion is much more and land that is not used now is in a much more advantageous position for growth because it is on higher ground but in some cases lacks the infrastructure. Turning several hundred acres south of the UP and BSNF tracks toward Hwy 90 is on a hiding to nowhere. State and Federal agencies have asked for environmental easements on this land in the Corps environmental document for the Western Tie In Levee. The Corps kicked the can to someone else because it is not their responsibility. If the Parish submitted a management plan to change this from wetlands to general commercial, we will be tied up in negotiations for years.

The hydraulic study for the western tie in is based on wetlands in the area and any changes that produces rooftops and cement will dramatically impact the planning as their plan does not have any pump station for the area. All these cost along with mitigation and legal costs will have to borne by the developer. The Planning and Zoning Commission does not have the where-with-all/budget/staff/expertise to take this on. Quite frankly nor does the Parish Administration. The public also will not support public funds to pay for mitigation.

The same applies for lands along Hwy 3127 and Airline drive in New Sarpy and establishing a mitigation bank in the Sunset drainage district.

Wetlands are a complicated issue as seen in permitting the levee on the westbank. Nothing has been done quickly (over 18 years and we are not there yet). Even with permitting the money is questionable.

The Willowdale extension to River Road is questionable because of recent briefs where the land will be donated if the use is suitable to the developer. The document addresses commercial development yet a recent brief appeared to state residential. The crossing of the tracks is questionable and the Regional Planning Commission was going to revisit the proposal. A similar problem exists in the development of land west of ADM in Ama. The RR tracks/ the Diversion/ with the Western Tie in Levee are major problems not discussed in detail as to infrastructure.

There are some good points in the document but over shadowed by the above.

There may be other issues presented by others as my basic familiarity is on the westbank and specifically from I310 to the Jefferson Parish Line.

Thank you for the opportunity to submit a comment in I feel a short period for public comment and with more time I would give page and paragraph comments.

From: Jara and Jeff Roux [<mailto:jeffnjara@roux.org>] **Sent:** Tuesday, May 31, 2011 4:02 PM
To: 'VJ St. Pierre' **Subject:** RE: land use plan

Not what is shown on map for wetlands area. The other corridor along Hwy 90 may be but it shouldn't be. With commercial growth in that area, the probability of damage to the environment is much greater if the area is inundated. All the agencies have been pushing the Corps to put environmental easements on this property. It is all defined in the documents for the western tie in levee. The Corps kicked the can to local govt (St Charles Parish)

From the zoning in the area a year ago, we did not do our part. And I've been asking P&Z about other permitting in the area near the old dump and again I think we have failed to follow the rules.

If I 49 is elevated there will be very few outlets to service the area. This is a very complicated issue and also will cost tons of money to mitigate the land. Jefferson will get the businesses once the bridge is finished and they won't fill out until way after 2030. There will not a need for more commercial and if there is we have the Bunge area in Ama that is higher without the mitigation costs and land at Dufrense/etc/Hahnville/Kilona.

The small land use study just completed for Ama did not cover I believe the land south of the tracks but it is all wetlands.

The same goes for the dev of the lands around the grain elevator and the diversion. You can't get there from here with the tracks and the diversion.

The study needs more time for review because it is embarrassing as presented. I'm happy to get with you but I have to read the entire doc in hard copy and other things have been in the way over the last week.

Jeff

From: VJ St. Pierre [<mailto:vj@stcharlesgov.net>] **Sent:** Tuesday, May 31, 2011 3:43 PM
To: Jara and Jeff Roux **Subject:** RE: land use plan

Jeff, it is my understanding these areas to be commercial are only 200' to 500' of the HWY

From: Jara and Jeff Roux [<mailto:jeffnjara@roux.org>] **Sent:** Tuesday, May 31, 2011 3:02 PM
To: VJ St. Pierre **Subject:** land use plan
Cc: Terry Authement; Kimberly Marousek; Leon Vial; Manina Dubroca; Matt Scallan

Will the response date be extended??? Reading it on the computer which was hard because the map is essential, I question the statement about using the parish's expertise in coastal management.

When I look on the map and see hundreds of acres of wetlands north of Hwy 90 behind Ama being turned into general commercial and the hwy 90 corridor east of willowdale being put in to a mixed commercial corridor. The area presently is over 90% wetlands.

There is not a contiguous levee with a pump to drain this area and I definitely don't think the state and fed agencies will look the other way in granting permits.

This is only a short read into the doc.

I was going to look at the 1 at the library in Paradis but they don't have a copy. All the libraries should have multiple copies of these types of doc. For 149 the Jeff library had multiple copies and I checked 1 out.

Name: Marcel Di Giovanni
E-mail Address: marceldig@mindspring.com
Telephone: 504-462-4575

Your Comments on the St. Charles 2030 Comprehensive Plan: Don't know if this went through, so I am resending:

There is a block of land, made up of several tracts, west and adjacent to LA 50, fronting on LA 48 and zoned C-2. My family owns two of the tracts. Other than the tracts fronting LA 50, the remainder of the 20+ acres has less than 500' frontage on a hard surface roadway (LA 48). The C-2 zoning seems inappropriate with so little roadway access. This land seems to fit the Open Land definition significantly better than the current zoning and I wonder why this has not been considered in the land use plan.

I am also confused about the perceived need for high density residential housing when the people would like to preserve the rural feel of St. Charles Parish. Thanks.

Name: Joan Robbins
E-mail Address: joan_robbins@att.net
Telephone: 504.858.6029
Your Comments on the St. Charles 2030 Comprehensive Plan:

I was very excited to see that in the 2030 Comprehensive Plan, provisions were made in LU2 for farmland. Yet when I looked at all the maps, I could not find a single map that displayed the present farmlands being used as productive farmland. The farmland classification seemed to be thrown out and in its place were identified industry or business parks.

If the vision is to "preserve productive farmland and promote economically viable and compatible agricultural uses in the parish," then shouldn't there at least be maps that identify the present working farms of the parish - there are so few left. . . Taft, Montz, New Sarpy, Luling, St. Rose, Ama, Bayou Gauche.

As I see fuel prices increase at the fuel pumps and the blandness of fresh produce increase in our local grocery stores, I would think that preserving farmland would be one of the highest priorities. There is truly a farm-to-table movement in this country that we all should be a part of. I understand that farmlands do not produce the local revenue that industry does, but planning a community should not be around the increase of industry. It is a well known fact that the increase of industry decreases the residents in the industrial area. Afterall, no one wants to live that close to the industry where they work. They know too well the dangers their industry possesses. Don't just give lip service to farming.

Marny Stein

From: Jara and Jeff Roux [jeffn@roux.org]
Sent: Thursday, June 02, 2011 12:32 PM
To: Marny Stein
Subject: 2030 plan - Jara's comments

I am concerned about several aspects of the 2030 plan as outlined below.

Limited Time for Review:

The **limited time to review** (10 days) for a document of this complexity (and yes, I did participate in multiple meetings), as well as the fact that although the parish was supposed to have copies at every library, there was indeed none at the Paradis library. I don't know about the others.

Designated Authority for Coordination & Implementation of Plan:

The task for coordinating and implementing the plan has been assigned (as per the document) to the Planning & Zoning Commission – which seems to be a real stretch when you read the parish statement as to the mission of the commission. In addition, I do not believe that a commission with no staff and no budget for this should be tasked with this. In fact, it appears that they are to rely on the P & Z dept, which makes me wonder **why, if that is the case, it is not delegated to the dept. from the start, esp. when you look at the matrix and see who will be tasked with each function – almost always P & Z dept.**

In fact, I believe the outlined structure for coordination and implementation contributes to a **blurring of the lines of distinction between the commission and the dept**, which seems to be happening a great deal over the last several years.

Wetlands/commercial:

In addition, the plan lists large areas of wetlands (as currently designated) and converts them to commercial in the plan. I have not yet been able to study how the parish intends to get from wetlands to commercial and who is to bear the cost if mitigation is the route of choice, although it appears from cursory study that there is no "map" to get from wetlands to commercial. **Therefore, why put this "wish," which seems to have very little relation to reality, into the plan without a really big asterisk! I wish the moon was made of chocolate ice cream, but I wouldn't put it in a document unless I was writing fiction for children.**

Unfortunately, due to the limited time the final draft was available for comment, I was not able to review more detail.

While it appears there are many excellent ideas, it would have been appreciated if a longer review period had been available.

Thanks,

Jara D.Roux
 10391 River Road

2011-0196

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances Appendix A, Section VI. D [I]. 1. c. Special Permit Uses in the M-1 Zoning District, to allow cemeteries as a Special Permit Use.

WHEREAS, the St. Charles Parish Council wishes to add cemeteries as a Special Permit Use in the M-1 Zoning District.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, Section VI. D. [I]. 1. c. is amended by adding the following:

- (9) Cemeteries with public access at all times with a minimum size of one (1) acre upon receiving a recommendation by the Planning and Zoning Commission and an ordinance granting approval by the Parish Council.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

Amend Code - Appendix A Sect VI M-1 Special Permit Use cemeteries 5-13-11

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2011-0196

St. Charles Parish

Planning & Zoning Commission

June 2, 2011

RECOMMENDATIONS AT A GLANCE

PZO-2011-11 requested by Paul Hogan, Councilman Dist. IV, an ordinance to amend the Code of Ordinances Appendix A, Section VI.D[1].1.c. Special Permit Uses in the M-1 Zoning District, to allow cemeteries as a Special Permit Use.

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Denial

Mr. Booth: PZO-2011-11 requested by Paul Hogan, Councilman Dist. IV, an ordinance to amend the Code of Ordinances Appendix A, Section VI.D[I].1.c. Special Permit Uses in the M-1 Zoning District, to allow cemeteries as a Special Permit Use.

Paul Hogan, Councilman District IV, 222 Down the Bayou Road, Des Allemands. Just to read what it says, which would allow cemeteries with public access at all times with the minimum size of 1 acres. Upon receiving recommendation of the Planning and Zoning Commission and an ordinance approved by the Parish Council. Right now parish codes currently allows for a Special Use Permit for cemeteries in Open Land Districts or in the C-3 zoning districts. If you happen to have 20 acres of C-3 property. This severely limits the cemeteries that can be constructed in our parish. This ordinance is proposed to provide an extra avenue for applicants to legally be allowed to construct a cemetery in cases where they are either owned or maybe able to acquire M-1 properties and I ask for your support.

Mr. Booth: Thank you sir. This is a public hearing for PZO-2011-11, Councilman Hogan who wants to revise the M-1 zoning districts to allow cemeteries as Special Permit Use. Anyone here to speak in favor of this particular application or ordinance recommendation, please step forward. Anyone to oppose this, please step forward. State your name and address for the record please sir.

Mitchell Bolden, Jr., 143 S. Kinler, Boutte, La. Also Pastor of the Antioch Baptist Church in Des Allemands, La. 16461 Old Spanish Trail. We have property that abuts the Hogan's and we plan to use that property in the near future to do a cemetery. Some time ago we had planned to do it right behind the church and we couldn't do it because we found out that we had a 40 ft. of property around the curve and we plan to use that property too for the cemetery. I'm not quite sure if this is going to help me or hinder us from getting our permit to do that cemetery, so I oppose this.

Mr. Booth: Thank you sir. Anyone else here to oppose this particular recommendation? Any Commission questions or discussions? Yes sir Mr. Foster.

Mr. Foster: This question is for the Pastor and Paul also, how would this help you or hurt you?

Mr. Bolden: I don't know that's why I'm here.

Mr. Foster: We don't want to hurt you I guess that's what I'm saying.

Mr. Bolden: No, but I don't want to have problems because in the future we are going to need a place to bury our people. If this is going to cause me some harm in getting that permit, then I'm opposed to it.

Mr. Foster: My question is, will it hurt you?

Mr. Booth: We'll get Mr. Hogan to try to clarify that.

Mr. Hogan: This is strictly done in order to help. Right now the piece of property that he has is zoned M-1. He cannot put a cemetery in M-1 zoned property, so this is to allow him to be able to get that Special Permit Use to build the cemetery. In the past they have been previously permitted for a piece of property to put a cemetery, but in order to do that the Commission and the Parish Council had to go against our zoning regulations and rezone the property to Open Land which is against our codes. So they did a spot zoning to allow a cemetery. What this is going to do is allow a cemetery without breaking our laws by creating a spot zone. So it absolutely helps him and I ask for your support.

Mr. Clulee: I have a question for Mr. Hogan. Do you or your family own property in this area?

Mr. Hogan: My parent's own property in that vicinity.

Mr. Clulee: I think the Pastor said that he's opposed to it.

Mr. Hogan: He's opposed to it if it doesn't help him, but this is done strictly to help him and to be able to give him an avenue to put a cemetery on that property legally.

Mr. Clulee: Well I'd like for him to say one more time that he's against this. Maybe he's not quite sure.

Mr. Bolden: I appreciate what Mr. Hogan is saying but as the Councilman of that area, we are not hard to find. We have Deacons that he could have contacted and told them or shared with them what he was trying to do if he was trying to help us.

Mr. Clulee: So you are satisfied with what you got right now?

Mr. Bolden: Yes.

Mr. Clulee: Alright, thank you.

Mr. Booth: Okay any other discussion or questions?

Mr. Gibbs: I have a question because I'm not clear at all. The Pastor just said that he's got the property. His future plan is to do a cemetery to bury the people. Can he do it right now?

Mr. Matherne: It would require a rezoning to Open Land and a Special Permit Use to do so.

Mr. Gibbs: That's the way we do it right now?

Mr. Matherne: That's the way you do it right now.

Mr. Gibbs: Mr. Hogan, you are proposing?

Mr. Hogan: I'm proposing not to create a spot zone which is illegal, you cannot do it, although you all do it all the time. I'm creating a mechanism to do it legally. With this ordinance being adopted it will allow for him to get a Special Permit without having to create a spot zoning.

Mr. Gibbs: This will deal specifically with cemeteries.

Mr. Hogan: Specifically with cemeteries.

Mr. Gibbs: How often do we build cemeteries?

Mr. Hogan: Not that often.

Mr. Gibbs: So leaving it the way it is really wouldn't be that big of a deal?

Mr. Hogan: You would still be creating a spot zone.

Mr. Gibbs: For just a cemetery which we don't build a lot of. So it probably won't come in front of us maybe in our lifetime.

Mr. Hogan: It's very rare and this is there to allow it to be done legally is the point. Right now it would have to be done illegally to give them a cemetery. This is to make it where he can legally get a cemetery. If you read the codes it will tell you that a spot zoning is illegal.

Mr. Booth: Any other questions or comments? Yes sir, please step forward and state your name and address for the record again please sir.

Kamau Odinga, 132 Oak Street. I have a question. If this ordinance is passed will that stop the spot zoning or will it just compliment it? If the ordinance is passed, will it prevent him from doing a cemetery on his property?

Mr. Hogan: It would prevent a spot zoning. It would allow it to legally occur without having to do a spot zoning.

Mr. Odinga: Will your ordinance bring about a succession of spot zoning? Will stop people from allowing?

Mr. Gibbs: It's specific

Mr. Odinga: If the ordinance is passed, what is currently done now. Let's say they need a cemetery, they come before the Council and a spot zone would occur right?

Mr. Hogan: Right

Mr. Odinga: You're saying that's illegal, I understand your ramification, but it seems as though the Pastor is somewhat suspicious. He's seem to be saying, I know what exists, I know what I have and I know I can benefit from this. I'm afraid of what you are bringing, I don't know whether I can do it. If we could leave what we have in place, and it doesn't interfere with what is in place, then I suspect that it wouldn't be a problem.

Mr. Hogan: That's exactly what this does. It doesn't change anything, it gives him an extra avenue. Nobody has to do a rezoning to the property, you can have it in M-1, they can go and apply for a Special Use Permit and they get it.

Mr. Odinga: My position would be if what you are proposing does not interfere with what exists, does not cut off the avenues that he has and if it would make it easier then I would say that I support it. I want to make sure that what you do, do not interfere with what exists, the avenues that the Pastor have, because he seems somewhat suspicious and he doesn't want what he knows could work for him to be eliminated.

Mr. Booth: Thank you sir. State your name and address for the record.

Larry Cochran, 142 Oaklawn Ridge, St. Rose. All M-1's we can put a cemetery in that?

Ms. Marousek: It will allow as a Special Permit Use to allow cemeteries in M-1.

Mr. Cochran: In all M-1's?

Ms. Marousek: Yes.

Mr. Clulee: Mr. Chairman, I asked Rev. Bolden, he's the Pastor, it's his deal. He's telling us to vote to leave it like it is, I'm comfortable with it, and I'd almost guarantee that if he wanted to do a cemetery in a year and we all are still sitting up here, we are going to vote for it.

Mr. Booth: Any other comments or questions? Milton, do you want to step in on this one?

Yes Sir, Milton Allemand, Hahnville,

Mr. Booth: Jump right on in. Come on in.

Mr. Allemand: Thank you Sir. Once again we spent over an hour talking about how we are going to make our parish better in the future and Mr. Clulee was the only person that wasn't convinced that having a plan to get down the road was the right thing to do. So now we are debating and Mr. Clulee again doesn't think that this is the right thing to do. Well if this is going to do away, I don't care if it's just one, do away with one instance of spot zoning, which is not what we want in this parish, this is a good thing. I don't think Mr. Hogan is asking to zone his property M-1, his property has no bearing on this ordinance the way I see it at all. So whoever, your mama, your daddy, he's not asking M-1 for himself. He's trying to streamline the process to make it workable so we can get away from that spot zoning which has been a bad word for a long time. If we don't follow this new master plan, for 2030, that word has to go away in all the Planning Departments.

Mr. Booth: Thank you Milton. Yes sir Mr. Hogan.

Mr. Hogan: I just want to express one more time, this is going to simplify the applicants process. Right now he would have to do a rezoning, this is going to make it to where he doesn't have to do a rezoning. He just come and apply for the Special Use Permit. It simplifies and it makes it easier and it's strictly a benefit and once again it would eliminate the need for anybody to do a

spot zoning. It doesn't change the code from the way it is right now, it just adds an extra avenue to simplify the process for these things to occur in these situations.

Mr. Booth: Thank you sir. Yes sir, state your name and address for the record.

Stanley Hebert, 16520 Hwy. 90, Des Allemands. The one thing and its hard to say, because there has been a lot in the past, in the history. With the cemetery, he's trying to help the Pastor out, Paul Hogan is his Councilman. Why did not the man call Rev. Bolden up and say that I'm going to try to help you. I think the whole thing in a nutshell is trust. I'm sorry that's the way that I see it, that's the way a few other people see it and Milton, I respect all the input you put for the parish, you remember the baseball park in Des Allemands? I think it took 8-10 years to get the thing built. Just remember that.

Mr. Allemand: We still don't have one in Hahnville.

Mr. Booth: Let's stay on point.

Mr. Hebert: It's trust, it's all trust. He should have called the Pastor.

Mr. Hogan: Once again the ordinance speaks for itself. You can see what it does, it simplifies it, there's nothing hidden here. Once again I ask for your support and of course the Council has the last say so on it. Anyone that reads it can see that it's a no brainer, why would you not want to make it easier. Where do you want to put cemeteries in residential zoning districts? No people live there, you want to put it in commercial districts where people go a lot? No. Industrial? Yes that sounds like a good place. M-1 zoning is a good place for it. Anyway I ask for your support and as far as the ballpark it would have been there a lot quicker if the Rev. would not have opposed it. Thank you.

Mr. Booth: Yes sir.

Corey Savoie, 301 Maryland Drive. Short and sweet, Kim, correct me if I'm wrong, but the comprehensive plan does not eliminate spot zone, correct? It still allows for special use hardship cases that kind of thing correct?

Ms. Marousek: The zoning criteria don't change with the Comprehensive Land Use Plan.

Mr. Savoie: Thank you. I just wanted to clarify that.

Mr. Booth: Anyone else? The public hearing is closed for the second time. Now I think we can call for the vote for the first time.

YEAS: Foster
NAYS: Pierre, Booth, Gibbs, Galliano, Clulee
ABSENT: None

2009-0423

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 3 Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions, to clarify and further define the location restrictions with regards to the sale of alcoholic beverages.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 3, Alcoholic Beverages, Article I. In General, Sec. 3-1. Location restrictions. be amended by revising (a) and (b) as follows:

As Written:

- (a) It shall be unlawful for any person to conduct an alcoholic beverage business within five hundred (500) feet of a public playground or a building used exclusively as a church, synagogue, public library, playground, licensed day care centers, school, except a school for business education conducted as a business college.
- (b) If the area affected by this section is undeveloped and there are no sidewalks, the measurement of the distance set forth in subsection (a) hereof shall be in a straight line from nearest point to nearest point of property lines. In developed areas, this distance shall be measured as a person walks using the sidewalk from the nearest point of the property line of the church, synagogue, public library, playground, licensed day care centers or school to the nearest point of the premises to be licensed.

Revised:

- (a) It shall be unlawful for any person to conduct an alcoholic beverage business from a premises within five hundred (500) feet of a public playground or a building used exclusively as a church, synagogue, public library, playground, licensed day care centers, school, except a school for business education conducted as a business college. The "premises" or "premises to be licensed" as used herein means the building or that part of the building as defined in the application for the permit in which alcoholic beverages are sold, except in cases where such beverages are regularly sold or served outside the building, the term shall also include such outside area.
- (b) If the area affected by this section is undeveloped and there are no sidewalks, the measurement of the distance set forth in subsection (a) hereof shall be in a straight line from nearest point of ~~property line~~ to nearest point of the ~~premises to be licensed~~ **property lines**. In developed areas, this distance shall be measured as a person walks (using the sidewalk, roadway shoulder, and/or walkways along the edge of streets with all transverse measurement to and from the street being at approximately right angles to the public street; trespassing being prohibited) from the nearest point of the property line of the church, synagogue, public library, playground, licensed day care centers or school to the nearest point of the premises to be licensed.

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

And the ordinance was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

2009-0423 revised Ord 508 B Alcoholic Beverages (09-12-11)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

nearest point of the property line or the church or synagogue, library, playground or school to the nearest point of the premises to be licensed.

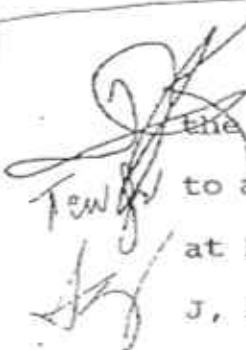
Both parties obtained a survey of the area between Morvant's business and the Boutte Christian Academy property from a licensed surveyor, Roland P. Bernard. Bernard's survey prepared for Morvant shows the properties in question to be more than 500 feet apart if using two alternative routes taken as depicted on the Bernard survey offered as P-1. The possible routes for a person walking from one premise to the other as depicted on the plaintiff's survey depict a person walking parallel to U.S. Highway 90 and crossing Highway 90 at approximate right angles. Bernard's survey prepared for St. Charles Parish shows the properties in question to be less than 500 feet apart if a person walked from one location to the other by taking two more direct routes between the respective premises as depicted on the survey offered as D-1.

The trial court found that Morvant's method of measurement, as depicted on the survey offered by him, complied with the method of measurement required by law and therefore ordered St. Charles Parish to issue the Certificate of Zoning Compliance. St. Charles Parish appeals and asserts that the trial court erred in determining the proper method of measurement.

Section "D" of LSA-R.S. 26:81¹ allows parish governing bodies to provide a maximum distance of five hundred feet between businesses which sell alcoholic beverages and churches or schools. However, the measurement of this distance must be made in the same manner as the measurement is made in municipalities, i.e., as a

¹La. R.S. 26:81(D) provides as follows:

Outside of municipalities and unincorporated areas which are not divided into subdivisions with streets, blocks, or sidewalks, parish ordinances may extend the prohibition to a distance of five hundred feet of the church, synagogue, public library, school, or playground. The measurement of this distance shall be made in the same manner as the measurement is made in municipalities.


 St. Charles Parish appeals a district court judgment ordering the issuance of a Certificate of Zoning Compliance to Brent Morvant to allow Morvant to apply for a license to sell alcoholic beverages at Morvant's place of business located at 33322 Highway 90, Suite J, in Boutte, Louisiana. For the reasons hereinafter expressed, we affirm.

In February 1994, Morvant applied to the St. Charles Parish Planning and Zoning Commission for a Certificate of Zoning Compliance to establish that his business location complied with the zoning laws of St. Charles Parish for the operation of a package liquor business in Boutte, Louisiana. Morvant's application was denied on the basis that his business was viewed as being within 500 feet of the Boutte Christian Academy church and school property. Pursuant to the authority granted by La. R.S. 23:493, et seq., and La. R.S. 26:81(D) and 26:281(D), St. Charles Parish's zoning ordinance limits the sale of alcoholic beverages as follows:

- (a) It shall be unlawful for any person to conduct an alcoholic beverage business within five hundred (500) feet of a public playground or a building used exclusively as a church or synagogue, public library, or

the making, blending, rectifying, or other processing of beer or other malt beverages for sale in an amount not to exceed twelve thousand five hundred barrels per year.

(12) "Microbrewery" means an establishment wherein beer and other malt beverages are brewed in small quantities, not to exceed twelve thousand five hundred barrels per year, and where such beverages are sold on or off the licensed premises at retail.

(13) "Package house-Class B" means a place consisting of no less than five hundred square feet of public habitable area which sells alcoholic beverages in factory sealed containers for transportation and consumption off the premises and where no person is allowed to tamper with or otherwise disrupt the manufacturer's seal on or about the licensed premises.

(14) "Premises", or "premises to be licensed", means the building or that part of the building as defined in the application for the permit in which beverages of low alcoholic content are sold, except in cases where such beverages are regularly sold or served outside the building, the terms shall also include such outside area.

(15) "Retail dealer" means every person who offers for sale, exposes for sale, has in his possession for sale or distribution, or sells alcoholic beverages in any quantity to persons other than licensed wholesale or retail dealers.

(16) "Secretary" means the secretary of the Department of Revenue, or his duly authorized agents.

(17) "Sparkling wine" means champagne and any other effervescent wine charged with carbon dioxide, whether artificially or as the result of secondary fermentation of the wine within the container.

(18) "Still wine" means any noneffervescent wine, including any fortified wine, vermouth, any artificial imitation wine, any compound sold as "still wine", and any fruit juice.

(19)(a) "Wholesale dealer of malt beverages containing not more than six percent alcohol by volume" means those persons who sell malt beverages containing not more than six percent alcohol by volume and alcoholic beverages of low alcoholic content to licensed wholesale dealers or licensed retail dealers exclusively, within the state or to any person for delivery beyond the borders of the state to a licensed dealer in that state and who conduct a bona fide wholesale business and maintain a warehouse or warehouses for the storage and warehousing of malt beverages and alcoholic beverages of low alcoholic content in the area where domiciled and licensed by the state, and conduct and maintain systematic and regular solicitations, distribution, deliveries, and sales of said beverages to licensed retail dealers located within the boundary of each parish, municipality, or geographic area, as contractually defined between the wholesaler and his supplier, in which the wholesaler makes any sale or delivery.

(b) "Wholesale dealer of malt beverages containing more than six percent alcohol by volume" means those persons who sell malt beverages containing more than six percent alcohol by volume and alcoholic beverages of low alcoholic content to licensed wholesale dealers or licensed retail dealers exclusively, within the state or to any person for delivery beyond the borders of the state to a licensed dealer in that state and who conduct a bona fide wholesale business and maintain a warehouse or warehouses for the storage and warehousing of malt beverages and alcoholic beverages of low alcoholic content in the area where domiciled and licensed by the state, and conduct and maintain systematic and regular solicitations, distribution, deliveries, and sales of said beverages to licensed retail dealers located within the boundary of each parish, municipality, or geographic area, as contractually defined between the wholesaler and his supplier, in which the wholesaler makes any sale or delivery.

Acts 1989, No. 781, §1; Acts 1993, No. 111, §1; Acts 1993, No. 920, §1; Acts 1995, No. 1188, §2, eff. June 29, 1995; Acts 1997, No. 658, §2; Acts 1997, No. 1370, §4, eff. Oct. 1, 1997; Acts 2006, No. 803, §1; Acts 2010, No. 953, §1, eff. July 2, 2010.

2011-0224

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

RESOLUTION NO. _____

A resolution authorizing the Parish President to acquire Lot 29-A of Oakland Estates, St. Rose, St. Charles Parish, Louisiana, which property is more particularly described in the attached Purchase Agreement, at its appraised value of \$122,000.00, from HSBC Mortgage Services, Inc., and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for drainage improvement purposes, including but not limited to drainage conveyance and access to the Drainage Pump Station known as the "Oakland Pump Station".

WHEREAS, Oakland Estates Subdivision in St. Rose, St. Charles Parish, Louisiana, has a history of severe flooding problems; and,

WHEREAS, the only access road to the Oakland Pump Station is currently located next to the Railroad tracks on Railroad servitude. This is a hazardous situation both to the Parish Personnel and Railroad Personnel.

WHEREAS, the access to the Oakland Pump Station allowed from the residential side of the Pump Station will allow the needed access to improve the Oakland Pump Station, but the acquisition of Lot 29-A of Oakland Estates, St. Rose, St. Charles Parish, Louisiana, is required to accommodate this access, particularly hereinafter described on the attached Purchase Agreement; and,

WHEREAS, the drainage project and the acquisition of the hereinafter described property is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the Parish President to acquire Lot 29-A of Oakland Estates, St. Rose, St. Charles Parish, Louisiana for its appraised value of \$122,000.00 from HSBC Mortgage Services, Inc.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute all documents necessary to complete said purchase on behalf of St. Charles Parish.

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

And the resolution was declared adopted this _____ day of _____, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SUBJECT TO SELLER'S COUNTER ADDENDUM 1

Specialized Real Estate Services, Inc.		Specialized Real Estate Services, Inc.	
Listing Firm		Selling Firm	
Tommy Randles		Tommy Randles	
Seller's Designated Agent		Buyer's Designated Agent	
604-237-4404 488-7878 504-883-5272		604-237-4404 488-7878 504-883-5272	
Phone Number	Office	Phone Number	Office
t.randles@spearsinc.com		t.randles@spearsinc.com	
Email Address		Email Address	
Delivered by Designated Agent to		Day	Date
Contracted		Day	Date
Reference by Designated Listing Agent		Day	Date

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

1
2
3 Date: 06/08/2011

4
5 PROPERTY DESCRIPTION: I/we offer and agree to sell the property at:
6 (Municipal Address) 208 E. Oakwood St.
7 City, St. (State) Ep 70087 Parish, La Louisiana,
8 (Legal Description) 88.608.018
9 on land and grounds measuring approximately 5.00 acres
10 or as the record title including all buildings, structures, improvements, and all related, built-in, self-contained
11 electrical improvements, together with all trees, security systems, all related outdoor built-in appliances, all
12 systems, all landscaping, all outdoor TV antennas, all satellite dishes, all related outdoor built-in appliances, all
13 ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window
14 coverings, blinds and associated hardware, all shutters, all awnings, all awnings, all window coverings, all window
15 shades or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all
16 related lighting fixtures, chandeliers and associated hardware, other accessories permanently attached to the
17 ground, if owned by the SELLER prior to date of this Agreement, standing timber, unattached crops and
18 unattached built-in items on the property to be conveyed to the BUYER. The following movable items here
19 remain with the property, but are not to be considered as part of the Base Price and have no value:
20
21
22
23 All items listed herein are included in the property sold no matter how they are attached or installed, provided that
24 any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the
25 "Agreement"), unless otherwise stated herein. All of the above contained in items 6 through 23 are collectively
26 referred to herein as the "Property." The following items are excluded from the Property sold:
27
28
29
30
31
32
33
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36
37
38
39
40
41
42
43

BUYER'S NAME: [Signature]
ADDRESS: 0101/11



SELLER'S NAME: [Signature]
[Signature]

1015466335272 06/08/2011 17:18 1317 P.030 FROM: Specialized Real Estate Services, Inc. 06/08/2011 17:18 1317 P.030

208 E. Oakland St, SL Rose, LA 70087

Property address, street, city, state, zip

47 CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY: This sale is contingent on the sale of other
48 property by the BUYER and the attached contingency clause shall apply. This sale is not
49 contingent upon the sale of other property by the BUYER and is the same as the BUYER is doing the sale
50 Price contingent on the BUYER'S sale of any property.

51 ALL CASH SALE: BUYER certifies he has cash readily available to cover the sale of this Property.

52
53 FINANCED SALE: This sale is conditioned upon the ability of BUYER to borrow with this Property as security
54 for the sum of \$_____ or _____% of the Sale
55 Price by a mortgage loan or more or an initial interest rate not to exceed _____% per annum, interest and
56 principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other
57 basis as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to
58 SELLER. The loan shall be secured by a Fixed Rate Mortgage Adjustable Rate Mortgage VA
59 Guaranteed Mortgage FHA Insured Mortgage Other Financing Bond Financing Other. Fees paid
60 by SELLER that are required by lender, if any, shall not exceed \$_____. BUYER agrees to
61 pay (through SELLER) not to exceed _____% of the loan amount. Other financing conditions
62 _____
63 _____

64
65
66 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of purchase
67 price(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds
68 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down
69 payment, closing costs, prepaid taxes, and other expenses. BUYER agrees to make good with application within
70 30 days, unless otherwise specified, of the date of any contribution. Written proof from the lender that the
71 application has been made shall be supplied by BUYER to the SELLER. Final loan approval shall be obtained on
72 or prior to _____ Any violation of this date shall be in writing and shall be signed by all
73 parties. BUYER acknowledges and consents to release SELLER, or SELLER'S Broker or Designated Agent,
74 written notification of the loan application and final loan approval.

75
76
77 PROVISIONAL COSTS: Real estate taxes, local government premiums if assessed, mobile assessments,
78 condominium dues, assessments, and/or other dues owed to homeowners associations and the fee for the
79 current year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance and other
80 costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All necessary fees,
81 mortgages, mortgages, release certificates or endorsements and SELLER closing fees, if any, shall be paid by
82 SELLER. Seller shall pay all previous years taxes, assessments, transfer taxes, assessments which have
83 been owed in homeowners associations and the fee. All special assessments levied against the Property prior to Act
84 of Sale, other than those to be assumed by either agreement as of the date of the Act of Sale, are to be paid by
85 Seller.

86
87 APPRAISAL: This sale is NOT conditioned on appraisal. This sale is conditioned on the appraisal of the
88 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the
89 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less
90 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and
91 BUYER'S request for SELLER to reduce the Sale Price. Within _____ (_____) calendar
92 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to
93 pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing
94 to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

95
96 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by
97 all terms and conditions of the Agreement, and BUYER or BUYER'S agent will deliver immediately upon receipt of
98 acceptance of the offer a deposit (the "Deposit") in the amount of \$_____ or _____%
99 of the Sale Price to be paid in the form of: Cash \$2500.00
100 Check \$_____ Refundable Note \$_____

101 The Deposit shall be held by _____
102
103 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
104 shall be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
105 or savings and loan institution without responsibility on the part of the Broker in the case of liquidation or suspension
106 of such institution. In the event the parties fail to execute an Act of Sale by this specified hour, under a deposit

BUYER'S Initials: [Signature]
Address: 812/111



SELLER'S Initials: [Signature]
[Stamp]

205 E. Oakland St. St. Rose, LA 70067

Property address, street, city, state, zip

287 unless as to immediacy of, or withdrawal to, the Deposit or funds held in escrow, the Defer shall abide by the
288 Rules and Regulations set forth by the Louisiana Real Estate Commission.

289 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement terminated and void
290 without demand in the event of the following events:

- 312 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in Item 158
- 313 through 167 of this Agreement;
- 314 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- 315 stated in Item 87 through 94 of this Agreement but only if the BUYER has made timely application for the loan
- 316 and made good faith efforts to obtain the loan;
- 317 3) If the BUYER considers the Sale Price as an appraisal and the appraisal is less than the Sale Price and the
- 318 SELLER will not reduce the Sale Price as set forth in Item 87 through 94 of this Agreement;
- 319 4) If the BUYER timely terminates the Agreement after having received the loan or assessments, as set forth in
- 320 Item 124 through 132 of this Agreement;
- 321 5) If the SELLER is unable to timely deliver to the BUYER an approved average and/or water inspection report
- 322 as set forth in Item 158 through 174.

323 LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon BUYER'S receipt of a copy of all written
324 leases (including mineral leases) and special assessments from SELLER within five (5) calendar days of
325 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost
326 of local improvements. BUYER will have five (5) calendar days after receipt of the above-mentioned documents to
327 notify SELLER, in writing, of BUYER'S intent to terminate the Agreement.

328 NEW HOME CONSTRUCTIONS: If the property to be sold is comprised new construction, under construction, or to
329 be constructed, check one: A new home construction addendum, with additional terms & conditions, is
330 attached. There is no new home construction addendum.

331 INSPECTION AND DUE DILIGENCE: BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE
332 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION.
333 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
334 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
335 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
336 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

341 BUYER shall have an inspection period of _____ calendar days, commencing the first day after acceptance of
342 the Agreement, wherein BUYER may, at BUYER'S expense, have any inspections made by experts or others of
343 the property. Such inspections may include, but are not limited to, inspections for termites and other wood
344 destroying insects, minor damage from water, mold, and fungal hazards, and analysis of synthetic stone,
345 drywall, appliances, structure, foundation, roof, heating, cooling, electrical, plumbing systems, utility and sewer
346 capacity and condition, air-conditioning, water storage, window screens, food zone classifications, correct zoning
347 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure
348 Document. All testing shall be non-destructive testing. SELLER agrees to provide the utilities for inspection and
349 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the
350 following options within the inspection period:

- 352 Option 1: BUYER may elect, in writing, to terminate the Agreement and receive the Agreement null and void, or
- 353 Option 2: BUYER may include in writing the deficiencies and desired remedies and SELLER will write promptly
- 354 one (7) days required in writing as to SELLER'S willingness to remedy those deficiencies ("SELLER'S
- 355 Response").

356 Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,
357 then BUYER shall have seventy-two (72) hours from the date of SELLER'S Response or seventy-two (72) hours
358 from the date that SELLER'S Response was due, whichever is earlier, to (a) accept SELLER'S Response in
359 BUYER'S written request or (b) accept the Property in its present condition, or (c) to elect to terminate this
360 Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER'S Response
361 by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be
362 automatically, with no further action required by either party, (a) null and void and void special for return of Deposit
363 to the BUYER, FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND
364 DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN UNDER 141
365 THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF
366 THE PROPERTY'S CURRENT CONDITION.

368 PRIVATE WATER/DRAINAGE: In the event there is a private water system or private sewerage system on

BUYER'S Initial *JS*



SELLER'S Initial *[Signature]*

Acid Res. 01/01/11

200 E. Oakland St. St. Rose, LA 70087

Property address, street, city, state, zip

160 the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage
170 system, in accordance with the appropriate governmental entity. An approved sewerage or water
171 inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate
172 governmental agency. The approved inspection will need to be on the water or sewerage system to be
173 serviced and paid for by the SELLER. Any private water system or private sewerage system repairs
174 necessary to obtain approved inspection certificate will be paid by SELLER.

175
176 HOME SERVICES WARRANTY: A home service warranty plan will will not be purchased at the closing of
177 sale if a cost not to exceed \$ 100 is to be paid by BUYER SELLER neither and
178 ordered by BUYER. It is understood that Agent/Agent may receive compensation
179 from the home warranty company for actual services performed. The home service warranty plan does not
180 warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or
181 responsibility. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they
182 have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agent
183 harmless from any responsibility or liability due to their rejection of such a plan.

184 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF RESCISSON (CHECK ONE ONLY)

185 A. SALE WITH WARRANTIES: SELLER and BUYER acknowledge that the sale shall be with the SELLER
186 warrants as to any claims or causes of action including but not limited to rescission pursuant to Louisiana Civil
187 Code Article 2320, et seq. and Article 2341, et seq.

188 B. SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the
189 Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,
190 release and release SELLER from any claims or causes of action for rescission pursuant to Louisiana Civil Code
191 Article 2320, et seq. and Article 2341, et seq. or for inclusion of Sale Price pursuant to Louisiana Civil Code
192 Article 2341, et seq. Additionally, BUYER acknowledges that the sale is made without warranty of fitness for
193 ordinary or particular use pursuant to Louisiana Civil Code Article 2324. SELLER and BUYER agree that the
194 clause shall be made a part of the Act of Sale.

195
196 C. NEW HOME WARRANTIES: Notwithstanding items 185 through 188 and irrespective of whether A or B
197 above is checked, if the Property is a new home/unit, the parties agree that neither A or B will apply but instead
198 the provisions of the New Home Warranty Act (LA R.S. 9:541) et seq. shall apply. The warranty of condition of
199 the Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
200 New Home Warranty Act.

201
202 INDEMNIFIABLE TITLE/CURATIVE WORK: SELLER shall (either as BUYER or otherwise) shall at SELLER's
203 expense (see items 207 through 209) in the event curative work in connection with the title to the Property is required
204 or is a requirement for obtaining the loan(s) from which this Agreement is conditioned, the parties agree to and do
205 warrant the date for paying the Act of Sale to a date not more than THIRTY (30)
206 calendar days from the date of the Act of Sale stated herein, SELLER's title shall be marketable and free of all
207 liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make the
208 marketable shall be paid by SELLER. SELLER shall make good faith efforts to deliver marketable title
209 SELLER's liability to deliver marketable title within the time stipulated herein shall render this Agreement null
210 and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual
211 costs incurred in procuring of title and as legal fees incurred by BUYER.

212
213 FINAL WALK THROUGH: BUYER shall have the right to re-inspect the Property within the (3) days prior to the
214 Act of Sale, or occupancy, whichever is earlier but in order to determine if the Property is in the same or better
215 condition as it was at the time of inspection and to insure all agreed upon repairs have been completed, SELLER
216 agrees to provide access for the final walk through and immediate access to the Property.

217
218 DEFAULT OF AGREEMENT BY SELLER: In the event of any other default of the Agreement by SELLER except
219 as set forth in items 110 through 122 or item 209 through 212, BUYER shall as BUYER'S option have the right to
220 declare this Agreement null and void with no further demand, or to demand BROKER act for any of the following:
221 1) Termination of this Agreement, 2) Specific performance, 3) Termination of this Agreement and an amount
222 equal to 10% of the Sale Price as stipulated herein.

223
224 Further, BUYER shall be entitled to the return of the Deposit. The depositing party to any dispute brought on
225 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
226 liable for Broker fees.

BUYER'S initials JS
ADD Rev. 05/11/11



SELLER'S initials JS

200 E. Oakland St. St. Rose, LA 70067

Property address, street, city, state, zip

129 DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by BUYER under
130 as set forth in lines 103 through 122, SELLER shall have the right to declare this Agreement
131 null and void with no further demand, or to demand and sue for any of the following:
132 1) Termination of this Agreement, 2) Specific performance, 3) Termination of this Agreement and an amount
133 equal to 10% of the Sale Price as stipulated damages.

134 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce
135 any provision of this Agreement shall be awarded their attorney fees and costs. This BUYER may also be liable
136 for Broker fees.

137
138 WOULD RELATED HAZARDOUS NOTICE: An informational pamphlet regarding common mold related hazards that
139 can affect real property is available at the EPA website http://www.epa.gov/mold/index.html. By viewing
140 this page of this Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA
141 website asking BUYER to obtain information regarding common mold related hazards.

142
143 OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator
144 Registry through the Louisiana Bureau of Criminal Identification and Investigation. It is a public access database of
145 the location of individuals who are required to register pursuant to LA R.S. 15043 et seq. The website for the
146 database is http://www.lapd.org/investigation/DOPI. Sheriff and police departments among jurisdictions of
147 400,000 use maintain such information. Inquiries can be made by phone at 1-800-635-0581 or 1-225-387-4101.
148 Send written inquiries to Post Office Box 88814, Box A-6, Baton Rouge, Louisiana 70806.

149
150 CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of
151 the State of Louisiana.

152
153 DEADLINES: TIME IS OF THE ESSENCE and all deadlines and time, dates where modifications, changes, or
154 extensions are made (writing and signed by all parties to this Agreement. All "calendar days" as used in this
155 Agreement shall end at 12:00 Midnight in Louisiana.

156
157 ADDITIONAL TERMS AND CONDITIONS:
158 _____
159 _____
160 _____
161 _____
162 _____
163 _____

164
165 AGENTS OF BROKERAGE AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as
166 real estate brokers to bring the parties together and make no warranty to either party for performance or non
167 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
168 Broker(s) and Designated Agent(s) make no warranty or other assurance whatsoever concerning Property
169 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
170 Designated Agent(s) make no representation as to suitability or to a particular use of the Property, and BUYER
171 has or will independently investigate all conditions and characteristics of the Property which are important to
172 BUYER. BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or
173 to inspect the Property. BUYER understands any representation desired by BUYER may perform the function. In
174 the event Broker(s) or Designated Agent(s) provide advice or sources for such advice or assistance, Broker(s) or
175 Designated Agent(s) does not warrant the services of such experts or other products and cannot warrant the condition of Property or interest to
176 be acquired, or guarantee that all defects are disclosed by SELLER(s), Broker(s) or Designated Agent(s) do not investigate the
177 status of permits, zoning, code compliance, title insurance, or insurability. The Broker(s) and Designated
178 Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the
179 Government's floodplain, flood plain or is or would be classified as wetlands by the U.S. Army Corp. of
180 Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy
181 themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the
182 conditions set forth in LA R.S. 37:1440(s) are met.

183
184 LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:
185 Contingency for Sale of Buyer's Other Property Addendum
186 Condominium Addendum
187 FHA Addendum
188 New Construction Addendum

189 BUYER'S Initials fs
190 AOS Rev. 015/1/11
191 Page 3 of 3
192 SELLER'S Initials JG
193 

REV-16-2011 03:35P FROM:

9957836619

TO:DP 1035272

P.1/6

206 E. Oakland Bl. Sl. Road, LA 70067
Property address, street, city, state, zip

230 If any of the provided portions of this Agreement vary or are in conflict with any additional or modified terms or
231 conditions provided in the form or Addendum attached to this Agreement, the additional, modified or Addendum
232 provisions control.

233 SINGULAR - PLURAL USE: Whenever the word BUYER or the word SELLER occurs in this Agreement or is
234 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
235 be.

236 ACCEPTANCE: Acceptance of this Agreement must be in writing. Notice of this acceptance may be
237 demonstrated by electronic transmission or electronic SIGNATURE. The original of this document shall be delivered
238 to the listing broker's firm. This Agreement and any supplement, addendum or modification having hereto,
239 including any electronic, facsimile or electronic transmission thereof, may be accepted in full or more
240 amendments, all of which shall constitute one and the same Agreement.

241 CONTRACT: This is a legally binding contract when signed by both SELLER and BUYER. READ IT
242 CAREFULLY, if you do not understand the effect of any part of this Agreement seek legal advice before signing
243 this contract or attempting to enforce any obligation or remedy provided herein.

244 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other
245 agreements not incorporated herein in writing are void and of no force and effect.

246 EXPIRATION OF OFFER: This offer is binding and irrevocable until 5/27/2011 4:00PM MIDDLETOWN

247 BY: Walt 5/16/11 St. Charles Parish, LA St. Charles Parish, LA 70057

248 First Buyer/Seller's Full Name (Print Name, Last) St. Charles Parish, LA

249 Street Address P.O. Box 382

250 City, State, Zip Monroe, LA 70057

251 Last 4 digits of SSN Telephone Number (Area Code) Telephone Number (Area Code) Telephone Number (Area Code)

252 Telephone Number (Area Code) Telephone Number (Area Code) Telephone Number (Area Code)

253 Signature

254 This offer was presented to the Buyer(s) on: 5/16/11

255 This offer was presented to the Seller(s) on: 5/16/11

256 This offer is: Accepted Rejected (initials) Accepted Contingent (See Attached Contingent)

257 BY: Christina Davis 5/16/11 Christina Davis Christina Davis

258 First Buyer/Seller's Full Name (Print Name, Last) Christina Davis

259 Street Address Christina Davis

260 City, State, Zip Christina Davis

261 Last 4 digits of SSN Telephone Number (Area Code) Telephone Number (Area Code) Telephone Number (Area Code)

262 Telephone Number (Area Code) Telephone Number (Area Code) Telephone Number (Area Code)

263 Signature

264 This offer was presented to the Buyer(s) on: 5/16/11

265 This offer was presented to the Seller(s) on: 5/16/11

SUBJECT TO SELLER'S
COUNTER ADDENDUM

BUYER'S INITIALS Walt Page 8 of 8 SELLER'S INITIALS Christina Davis
ASB Rev. 01/21/11 REAL ESTATE

05/09/2011 17:22 05/09/2011 17:22

Counter Addendum

This Seller's Counter Addendum (the "Counter Addendum") counters the Buyer's Offer to Purchase/Sales Contract dated 05/17/2011 (the "Sales Contract"), regarding the property located at 206 E OAKLAND ST SAINT ROSE LA 70087 (the "Property"), between St. Charles Parish Government ("Buyer"), and the OWNER OF RECORD ("Seller").

If there is a conflict between the Sales Contract and this Counter Addendum the terms and conditions of this Counter Addendum shall prevail. The Sales Contract, this Counter Addendum and any other amendments or addenda thereto shall be referred to as the "Agreement".

The Agreement shall remain valid for two business days from the acceptance date: 05/17/2011. The Agreement must be executed within this time or shall expire unless otherwise agreed to in writing.

1. Sales Price: \$ 122,000.00
2. Closing Date: 06/30/2011
3. Seller to pay the following commission through escrow: \$ 6,100.00
4. Seller to pay closing costs not to exceed: \$ 0.00
5. Seller to pay non-allowable(s) costs not to exceed: \$ 0.00
6. Seller to pay repair costs not to exceed: \$ 0.00
7. If applicable, Buyer to have (30) days for inspection
8. If applicable, Seller's costs on a limited home warranty will not exceed: \$ 0.00
9. Cost of the termite report and/or treatment and/or other work paid by the Seller will not exceed: \$ 0.00
10. If applicable, Seller to pay standard certification(s) not to exceed: \$ 0.00
11. Other agreed upon expenses to be paid up to \$ 0.00 for None
12. Upon acceptance, Buyer to present \$ 2,500.00 payable to Seller's Closing Agent, to follow. This is a nonrefundable deposit, unless Buyer is unable to secure financing or if within above specified inspection period, Buyer cancels agreement in full due to findings of inspection. Said funds will be credited to Buyer at closing. Verification of adequate funds for down payment is required within 3 days of acceptance of this Counter Addendum.
13. All funds at closing must be presented via wire timing and delivery as specified by closing agent; official credit union or bank check, or certified funds, payable to Seller's closing agent (unendorsed) unless specified otherwise in writing by Seller. Seller's sale proceeds to be delivered via wire to a bank account identified in Seller's closing instructions within 48 hours after closing unless otherwise agreed in writing by Seller.
14. The settlement/closing shall be held in: (i) the offices of the Seller's attorney; (ii) in the office of the closing agents selected by the Seller's attorney; or (iii) any other location selected by the Seller.
15. Buyer and Seller to pay all of their customary closing costs including but not limited to title search/abstract fee, mortgage title insurance premiums, lender closing costs, mortgage and recording taxes, transfer taxes, abstract updates, survey, inspections, recording fees, and buyer's attorney fees and costs, except as specifically identified in paragraph 3 & 4 herein.

Buyer acknowledges receipt of a copy of this page, which constitutes Page 1 of 3 Pages.

Buyer's Initials [Signature]
(Counter Addendum Revised 01-2010)

[Signature]



206 E OAKLAND ST

SAINT ROSE

LA 70087

Counter Addendum

16. A "TIME IS OF THE ESSENCE" clause is to be included, with a per diem of \$ 100.00 per day to be charged to the Buyer should the closing be delayed through no delay of the Seller (e.g., Buyer's election of a source of title insurance not approved by Seller prevents closing on the negotiated closing date). Seller reserves right to cancel this entire transaction, should the closing not occur on or before 05/30/2011.
17. Unless otherwise noted in this Counter Addendum, all days shall be calendar days.
18. If Buyer's obligations are subject to financing and if Buyer is borrowing funds from any source in order to complete this transaction then the following shall apply:
- Buyer must apply for financing, with a lender of their choosing, within 3 days of acceptance of this Counter Addendum and supply Seller with a written loan approval within 21 days of acceptance of this Counter Addendum or no later than the business day prior to closing, whichever is earlier.
 - Any new lender's appraisal of the Property must be completed within 15 days and any conditions that would prevent the Property from qualifying for Buyer's new loan, if any, must be disclosed to Seller within same period of time.
 - This Counter Addendum is NOT contingent on Buyer's obtaining of funds, other than amount(s) financed, that are necessary to complete this transaction.
19. All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller. All taxes assessed for the current local tax fiscal year shall be prorated between Seller and Buyer in accordance with local tax year as of the day immediately prior to the closing date. If the tax rate for the taxes assessed in the current tax year has not been determined at the closing of the transaction, the rate shall be assumed to be the same as the prior year for the purpose of such pro-ratio and credit for due but unpaid taxes, and this shall be a final settlement. Any errors in adjustments shall not survive closing. All tax pro-ratios are final.
20. Homeowners/Property Owners and similar Association dues if applicable will be paid by Seller based on the Association payment schedule for any prior dues that are not divested through the action of the Seller taking title. No divested dues will be paid through this sale transaction by Seller. Current dues assessed for the Association payment schedule shall be pro-rated between Seller and Buyer as of the day immediately prior to the closing date. If the amount due for the current assessment has not been determined at the closing of the transaction, the rate shall be assumed to be the same as the prior period for the purpose of such pro-ratio and credit for due but unpaid Association dues, and this shall be a final settlement. Any errors in adjustments shall not survive closing. All pro-ratios are final.
21. In the event that a Certificate of Occupancy or other compliance is required by any municipality or governmental authority or lending institution as a condition for transfer of title or granting of a mortgage, the Buyer agrees to obtain same at the Buyer's sole expense.
22. Buyers may not enter into or upon premises without escort by Seller's broker. No repairs may be made unless approved in writing by Seller and accompanied by Seller's customary agreement allowing same. All repairs to be by insured and licensed trades-people, at Buyer's expense. Buyer shall hold Seller harmless for all repairs including mechanic's items. In the event that closing shall not occur for any reason, Buyer forfeits the repairs and benefits of same. Seller reserves the right to disapprove any repairs or conditions required by the Buyer, lender, appraiser and/or any of Buyer's service providers.
23. Seller makes no representations as to the water or sewage service (e.g., availability, source, condition, etc.). Seller shall not be responsible for testing and/or providing any further water or sewage service information to Buyer.

Buyer acknowledges receipt of a copy of this page, which constitutes Page 2 of 2 Pages.

Buyer's Initials [Signature]
(Counter Addendum Revised 03-2010)

[Signature]



205 E OAKLAND ST

SAINT ROSE

LA 70087

Counter Addendum

- 24. In the event, for any reason whatsoever, the Seller cannot convey insurable title as may be required by this contract, then the Buyer has the option to accept title "as is" without any reduction in purchase price or else terminate the contract and receive back all deposit monies paid them. In no event shall the Seller be liable for any damages, claims, remedies, sums of money, or other relief, other than to return the deposit monies to the Buyer.
- 25. At closing, Buyer shall receive one of the following deeds: a Bargain & Sale Deed (with covenants against Grantors Acts), Special Warranty Deed, Limited Warranty Deed, Special Corporate Deed, Quitclaim Deed and/or a Grant Deed. Seller shall make the determination of conveyance at the time of sale. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other matters which are of record or disclosed to Buyer prior to closing, unless disapproved in writing by Buyer prior to 7 days before closing date. In case where an item is disclosed to Buyer within 7 days of closing, the Buyer then shall have 3 days from the date of disclosure to disapprove in writing. Buyer and Seller shall pay costs as are standard and customary to obtain a standard coverage policy. Title shall be insurable title not subject to any liens against the property, except for those specified in the Agreement (e.g. ALTA with regional exceptions).
- 26. Buyer acknowledges that they have executed sellers Existing Condition Acknowledgement (As is, Where is Provision), Addendum Regarding Property Inspections, Lead Compliance Addendum, and Mold Addendum.
- 27. If applicable, the Agreement may be subject to state redemption laws.
- 28. After closing and funding, Buyer assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Counter Addendum and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate this Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the purchase price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.
- 29. Should Seller assign an attorney to represent their interests at closing, this contract in its entirety as well as any and all addendums are subject to the Seller's closing attorneys review for form and content.
- 30. Additional Terms:

Disclosure:

Buyer: [Signature] Date: 5/24/11 Sign Date

Buyer: _____ Date: _____

Seller: [Signature] Date: 5/24/11

Kristina Dauz
Authorized Signer for Seller

Buyer acknowledges receipt of a copy of this page, which constitutes Page 3 of 3 Pages.
Buyer's Initials [Initials]
(Counter Addendum Revised 01-2010)

206 E OAKLAND ST SAINT ROSE LA 70087

Disclosure and Release Regarding Mold Addenda

Between HSBC Finance Corporation and (HSBC Bank USA, N.A., (collectively "HSBC") hereby known as "Seller" and ST. CHARLES PIERRE, JR. hereby known as "Buyer(s)" related to property known as 226 E OAKLAND ST SAINT ROSE LA 70087

Buyer is hereby advised that hazards such as but not limited to biohazards, microscopie organisms, mildew, spores, allergens and/or mold (collectively referred to in this agreement as "hazards") may exist at the property. Many of these hazards are environmental conditions that are common to residential properties and may affect the property or may have caused damage to personal or real property at the location. Such hazards may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons and in some cases have been reported to be toxic.

Mold may have been removed or covered in the course of cleaning or repairing the property. Buyer acknowledges and agrees that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the property or remediated water/damage, Seller does not in any way warrant the cleaning, repairs or remediation if any. Buyer also acknowledges and agrees to accept full responsibility/risk to inspect the property for the presence or absence of such hazards. Buyer accepts full responsibility/risk for and any matters that may result from said hazards. Buyer holds harmless, releases, and indemnifies Seller and Seller's managing agents from any liability/responses/damages (financial or otherwise). Buyer is satisfied with the condition of the Property and has not in any way, relied upon any representations of the Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of said hazards in or around the property.

Buyer hereby acknowledges this disclosure and release and is aware of the conditions set forth therein.

This disclosure and release is entered voluntarily and with full knowledge of its significance.

HSBC or its managing agents are not qualified to inspect property for hazards or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts.

This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

St. Charles Pierre, Jr.
Buyer
V.J. St. Pierre, Jr.
Buyer
Kristina Dauz
Authorized Signer for Seller

5/10/11
Date

Sign
+ Date



5/24/11
Date

Existing Condition Acknowledgment

"AS-IS, WHERE IS" PROVISION

Addendum to Purchase Contract dated 5/18/11 for the property located at 204 E DARLAND ST APT# 202 LA TRIST

BUYER is aware that SELLER acquired property by way of FORECLOSURE, and that SELLER is selling and BUYER is purchasing the property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.

Buyer acknowledges for Buyer and Buyer's successors, heirs, and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, AIR CONDITIONING, IF ANY, FOUNDATIONS, SOILS AND GEOLOGY, PRESENCE OF SOIL AND/OR WATER CONTAMINATION OF ANY KIND, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, LEAD CONTENT OF PAINT OR WALL COVERINGS, OR THAT APPLIANCES, IF ANY, PLUMBING AND/OR UTILITIES ARE IN WORKING ORDER, AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL STATUTES, CODES OR ORDINANCE.

Any report(s) that is/are required by the Buyer's Lender or any lending institution as a condition of transfer of title or granting of a loan for this transaction and/or in the event that a Certificate of Occupancy or other compliance is required by any governmental or municipal authority or lender is/are the responsibility of the Buyer to obtain and to be the sole expense of the Buyer.

Buyer shall neither make nor cause to be made: (i) invasive or destructive investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law. Buyer is not allowed to perform, order, or otherwise cause any repair(s) and/or work to be done on the property prior to closing without the express written consent of the Seller.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. BUYER(S) ASSUMES RESPONSIBILITY TO CHECK THE APPROPRIATE PLANNING AUTHORITY FOR INTENDED USE AND HOLDS SELLER AND BROKER HARMLESS AS TO THE SUITABILITY FOR BUYER(S) INTENDED USE.

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whatsoever, and in purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any change, alteration, or repair thereon.

The CLOSING OF THIS TRANSACTION shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

10.5.11



BUYER [Signature] DATE 5/18/11
St Charles Lang
V. J. St. Pierre, Jr.

Sign Date



BUYER [Signature] DATE 5/24/11
Kristina Dauz

Kristina Dauz
Authorized Signer for Seller

LEAD WARNING CERTIFICATION and ACKNOWLEDGMENT

Seller's Disclosure (initial a and b below):

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial c, d and e below):

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial f below):

(f) Agent has informed the Seller of the Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852(d)) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the above information and certify, to the best of their knowledge, that the information provided by each of them individually (but not as to the statements of any other party) is true and accurate.

Signatures	<u>Wendy</u> <u>5/18/11</u>	<u>Kristina Daluz</u> <u>5/24/11</u>
	Buyer: <u>Stephanie Rans</u> Date	Seller: <u>Kristina Daluz</u> Date
	By: <u>V. St. Pierre, Jr.</u>	Authorized Signer for Seller
	Buyer: _____ Date	Seller: _____ Date
	Agent: <u>Wendy</u> <u>5/17/2011</u>	Agent: <u>Wendy</u> <u>5/17/2011</u>
	Agent: _____ Date	Agent: _____ Date

ADDENDUM REGARDING PROPERTY INSPECTION

Re: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer
Property at: 206 E OAKLAND ST SAINT ROBE LA 70087

Buyer may choose at buyer's option to conduct non-invasive only inspections to satisfy themselves as to the condition of the property. Buyer is under no obligation to conduct said inspections but having conducted or waived any or all inspections takes full responsibility for understanding the condition of the property as it stood in the "As is Where is Provision". Cost and time for inspections is at buyer expense and 7 days from the date of the agreement unless otherwise agreed to in contract/contract negotiations. The coverer addendum will supersede this agreement as to cost and days for inspections if a conflict arises.

Buyer may obtain written inspection reports as follows:

(Parties initial the applicable inspection)

 Well Test Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified laboratory if no municipal authority is available, to determine if the water is potable.

 Septic Inspection Report - To be conducted by the Department of Health or other municipal authority, if available, or by a qualified engineer or contractor if there is no municipal authority to inspect the system, to determine if the system is in good working order.

 Radon Report - To be conducted by a qualified firm experienced in the field of radon testing. If the test results reveal levels of radon gas equal to or less than four (4) picocurie per liter, the results shall be deemed acceptable to the buyers.

 Home Inspection - To be conducted by a professional engineer or by a qualified home inspection company to determine if substantial repairs are required to the property beyond those repairs readily apparent to the buyer upon examining the property prior to execution of the contract. Buyer shall not make any objection to the physical condition of the property for defects which were clearly visible to the buyer upon his examination of the property. If buyer raises objection to the condition of the property due to substantial latent defects as evidenced by the home inspection report, the buyer must provide a complete copy of the written report, and detail in writing the specific complaints.

 Termite or Other Wood Boring Insect Report - To be conducted by a qualified exterminating service experienced in making these reports to determine if the property is infested with wood boring insects.

If the results of the applicable inspection(s) indicate that substantial repairs must be done to the property, the Seller shall have the opportunity to make repairs to eliminate the objection(s). If Seller elects not to repair, the Buyer may cancel this contract or proceed to a closing without any abatement of the purchase price. If the Buyer elects to cancel, the buyer's deposit money shall be returned and neither buyer nor seller shall have any claims against the other.

If no written objection to the applicable inspections are raised by the Buyer within seven (7) days of the execution of this contract, the contingency herein is deemed satisfied by the Buyer and the contract shall continue in full force and effect.

Seller: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or as Servicer

Dated: 5/24/11 Kristina Dauz Authorized Signer for Seller

Buyer: 5/24/11 S-S Date

Buyer: St Charles Parish
By: V. J. St. Pierre, Jr.



Chinese/Problem Drywall

The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract dated 05/17/2011, concerning the Property located at 206 E OAKLAND ST
SAINT ROSE LA 70087

Chinese/Problem Drywall: Due to the shortage of building materials in the United States, some houses were built or renovated using problem drywall imported from or manufactured in China. Problem drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of circuit breakers, air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

1. **Seller's Knowledge:** Except as indicated below, Seller has no knowledge of the presence of Chinese/problem drywall or of any records or reports pertaining to Chinese/problem drywall affecting the Property. (describe all known Chinese/problem drywall information and list all available documents pertaining to Chinese/problem drywall and provide documents, if any, to Buyer before accepting Buyer's offer).

2. **Buyer Acknowledgment:** Buyer acknowledges that Seller is a lender which acquired the Property through foreclosure or other default-related means and that Seller possesses little, if any, information about the Property. Buyer acknowledges that the sale is on an "as is, where-is" basis and Buyer is being given/has been given the opportunity to conduct a risk assessment or inspection for the presence of Chinese/problem drywall or other issues in the Property.

3. **Chinese/Problem Drywall Inspections (Check One)**

Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/problem drywall and accepts the drywall in the Property in its existing condition.

Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/problem drywall within 30 days from the Effective Date ("Drywall Inspection Period"). Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/problem drywall or reveals damage to the Property resulting from the problem drywall and the cost to remove/replace the problem drywall or damage resulting from the problem drywall exceeds \$ 500 (\$500 if left blank), Buyer may cancel the Contract by giving written notice to the Seller within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If Buyer fails to cancel timely or fails to conduct the inspections permitted in this paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

3. **Professional Advice:** Buyer acknowledges Seller has not conducted any independent investigations to verify the accuracy or completeness of information about the presence or effect of Chinese/problem drywall at the Property. Buyer agrees to rely solely on professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Chinese/problem drywall.

5/18/11
Date

Kristina Daus
Seller

5/18/11
Date

Charles Karis
Buyer
Dr. V. St. Robert
JR. CAJ

Date

Authorized Signor for Seller
Seller

Date

Buyer

LEAD COMPLIANCE ADDENDUM
to Purchase and Sale Contract for Residential Property
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Seller: HSBC Bank USA, N.A. or HSBC Mortgage Corporation (USA) or its Servicer
Buyer: St. Charles Parish
Property: 238 E OAKLAND ST SAINT ROSE LA 70087

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD-BASED PAINT INSPECTION CONTINGENCY

Buyer has the option of conducting a professional lead-based paint risk assessment or inspection of the property within ten calendar days after acceptance of the contract.

Buyer shall elect either option below by initialing Buyer's choice:

This contract is contingent upon a professional risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense on or before the 10 calendar-day after contract acceptance. (Note: lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.) If Buyer is not satisfied with the inspection and/or risk assessment report, within 10 days after the inspection, Buyer shall deliver to the Seller a written notice listing the specific deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Upon receipt of such notice, the Seller and Buyer shall have 10 days to enter into a written agreement addressing the Buyer's objections. If a written agreement is not reached within the time period stated, either Buyer or Seller may cancel this contract by written notice to the other and any deposit shall be returned to the Buyer. If the agreement requires the Seller to correct the condition(s), at the Seller's expense, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has(have) been remediated before the date of the closing. If this contingency is not satisfied within the time period stated, then either party may cancel this contract by written notice to the other, and any deposit shall be returned to the Buyer.

This contract is NOT contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer: Charles Parish Date: 5/18/11 Seller: Kristina Dauz Date: 5/18/11
By: V. J. St. Pierre Date: _____ Seller: Kristina Dauz Date: _____
Authorized Signer for Seller: _____

**CALENDAR OF OFFICIAL ACTION
FOR THE 2012 BUDGET**

<u>DATE</u>	<u>ACTION</u>
06-10-11	Memos to Department Directors to set meeting dates for the Proposed Budget Requests.
06-10-11	Mail Budget Request Memos to Departments and Agencies and compile revenue and expense data.
07-05-11 thru 07-29-11	Conduct Department Budget Meetings and formulate Proposed 2012 Parish Budget Requests.
07-22-11	District and Agency Proposed Budgets due.
08-08-11	Begin inputting Proposed 2012 Consolidated Operating and Capital Budget data into the computer system.
08-30-11	Present Preliminary Budget Draft to Parish President.
09-23-11	Fax Notice of Availability of Proposed 2012 Budget for Public Inspection, Ordinance and Budget Summary to Paper. (Publish Thursday, 09-29-11)
09-29-11	Publish Notice of Availability of Proposed 2012 Budget for Public Inspection, Ordinance and Budget Summary. (Required Time Lapse - 10 days from Published Notice of 09-29-11 to the first Public Hearing.) Make copy of advertisement. (First Public Hearing has to be after 10-10-11)
09-29-11 4 P.M.	Budget Ordinance to Council Secretary for introduction, 10-03-11. Provide a PDF copy of the proposed budget to Council for review. Official budget books to come at a later date once printed.
10-14-11	Proposed Parish Budget books to Council Secretary for Council. Send Budget to East and West Regional Library Branches and place in Council Chamber. Make copies of Budget Message for the Press and Council.

**CALENDAR OF OFFICIAL ACTION
FOR THE 2012 BUDGET**

<u>DATE</u>	<u>ACTION</u>
10-25-11	President formally presents the 2012 Proposed Parish Budget to Council. Send Proposed Budget to Directors and Outside Agencies.
*10-25-11	8 A.M. - Tuesday
*10-27-11	6 P.M. - Thursday
*11-02-11	6 P.M. - Wednesday
	Suggested Public Hearings on ordinance to appropriate funds for the 2012 Parish Budget. (Pursuant to the Home Rule Charter)
11-03-11	Draft Roads & Bridges and Waterworks Capital Budgets.
11-07-11	Adoption of Ordinance appropriating funds for the 2012 Parish Budget (This enacts the 2012 Budget). Mail any amended budgets to Departments and/or Agencies affected. Note that the Council has until December 01, 2011 to adopt the 2012 Budget.
11-21-11	Introduce Ordinance to adopt the Roads & Bridges and Waterworks Capital Budgets.
11-23-11	Mail Public Notice of 12-01-11 to Official Journal.
12-01-11	Publish Notice of Availability of Enacted Budget including Certification of Budget Completion. Make copy of advertisement.
12-05-11	Adoption of the Roads & Bridges and Waterworks Capital Budgets.
*NOTE:	The Parish Council shall schedule the actual dates for the Budget Public Hearings. The first Hearing has to be scheduled after October 10, 2011.

Prepared by: Department of Finance
June 7, 2011