



# St. Charles Parish

## Meeting Agenda

### Parish Council

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

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

---

Monday, April 10, 2023

6:00 PM

Council Chambers, Courthouse

Final

---

### CALL TO ORDER

### PRAYER / PLEDGE

*Pastor Tommy Hogan*  
*Calvary Baptist Church, Luling*

### APPROVAL OF MINUTES

*Regular Meeting – March 27, 2023*

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

- 1     [2023-0078](#)     In Recognition: Celeste Uzee, St. Charles Parish Library Board of Control  
**Sponsors:**     Ms. Fisher-Cormier  
**Attachments:**   [2023-0078 Celeste Uzee](#)
  
- 2     [2023-0086](#)     Proclamation: “National Safe Digging Month”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2023-0086 National Safe Digging Month](#)
  
- 3     [2023-0077](#)     Proclamation: Trash Bash Cleanup Day in St. Charles Parish  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2023-0077 Trash Bash Clean up Day in St. Charles Parish](#)
  
- 4     [2023-0076](#)     Proclamation: “Motorcycle Awareness Month”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2023-0076 Motorcycle Awareness Month](#)

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

- [2023-0079](#) Library Board of Control
- [2023-0080](#) General Government Buildings
- [2023-0081](#) Parish President Remarks/Report

**Sponsors:** Mr. Jewell

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

**Monday, April 24, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 5 [2023-0082](#) An ordinance to provide for the installation of “**ALL-WAY STOP**” signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

**Sponsors:** Ms. Bellock

- 6 [2023-0083](#) An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

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

**Attachments:** [2023-0083 2023 Summer Food Agreement](#)  
[2023-0083 Xerox Scan](#)

- 10 [2022-0225](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00.

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

**Attachments:** [2022-0225 Legal Review - P220208 - Contract](#)  
[2022-0225 Attachment C-1 - Rate Sheet](#)  
[2022-0225 Corporate Resolution DesAllemands 2023](#)  
[2022-0225 Legal Review - P2202088 - Contract.pdf](#)  
[2022-0225 Attachment C-1 - Rate Sheet.pdf](#)  
[2022-0225 Corporate Resolution DesAllemands.pdf](#)  
[2022-0225 Postponed Proposed Ord](#)

**Legislative History**

8/1/22	Parish President	Introduced
8/1/22	Parish Council	Postponed Indefinitely from Intro.
	Chairman Fisher	stated that Administration requested that File No. 2022-0225 be postponed indefinitely from introduction.

- 8/1/22 Parish Council Postponed Indefinitely from Intro.
- 27** [2023-0084](#) An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.
- Sponsors:** Mr. Jewell and Department of Parks and Recreation
- Attachments:** [2023-0084 2023-24 EADCC Catering Contract Agreement\\_ZoraChristina llc FIN](#)
- 35** [2023-0085](#) An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center.
- Sponsors:** Mr. Jewell and Department of Parks and Recreation
- Attachments:** [2023-0085 DRAFT Messina's Agreement](#)

## PLANNING AND ZONING PETITIONS

- 44** [2023-0067](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L on Lot K-1B as shown on the resubdivision map by Lucien C. Gassen, PLS dated November 28, 2006, municipal address 165 Vernons Lane, Ama, as requested by Michael Keller.

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

**Attachments:** [2023-0067 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0067 Minutes](#)  
[2023-0067 Staff Report](#)  
[2023-0067 Survey](#)  
[2023-0067 AERIAL](#)  
[2023-0067 ZONING](#)  
[2023-0067 FLUM](#)  
[2023-0067 Application Page 1](#)

### Legislative History

1/18/23	Department of Planning & Zoning	Received/Assigned PH
3/2/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
3/2/23	Planning Commission	Recommended Approval to the Parish Council
3/27/23	Parish President	Introduced
3/27/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 57 [2023-0068](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 18, Block 23 and Lot A-2, Block 24, Townsite of Paradis as shown on the boundary survey by Mitchell L. McDonald, PLS dated December 6, 2022, municipal address 14910 Highway 90, Paradis, as requested by Ricardo Quiroz on behalf of Quinton Mayeux.

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

**Attachments:** [2023-0068 RECOMMENDATIONS AT A GLANCE](#)

[2023-0068 Minutes2023](#)

[2023-0068 Staff Report](#)

[2023-0068 Survey](#)

[2023-0068 AERIAL](#)

[2023-0068 ZONING](#)

[2023-0068 FLUM](#)

[2023-0068 Application Page 1](#)

**Legislative History**

1/31/23	Department of Planning & Zoning	Received/Assigned PH
3/2/23	Department of Planning & Zoning	Recommended Denial to the Planning Commission
3/2/23	Planning Commission	Recommended Approval to the Parish Council
3/27/23	Parish President	Introduced
3/27/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 70**    [2023-0069](#)    An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L totaling approximately 3.6 acres and consisting of a portion of Lot A.R.-1 as shown on the resubdivision map of the Nina Champagne Tract by R.P. Bernard, PLS dated August 25, 2007, an undesignated 78 ft. by 800 ft. portion of the former Nina Champagne Tract, municipal address 141 Crooked R. Lane, Ama, and an approximately 1.5 acre undesignated portion of the former Nina Champagne Tract including a portion of Crooked R. Lane, as requested by Brennen and Melissa Friloux.

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

**Attachments:**    [2023-0069 RECOMMENDATIONS AT A GLANCE](#)

[2023-0069 Minutes](#)

[2023-0069 Staff Report](#)

[2023-0069 Survey \(partial\)](#)

[2023-0069 AERIAL](#)

[2023-0069 ZONING](#)

[2023-0069 FLUM](#)

[2023-0069 Application Page 1](#)

**Legislative History**

1/30/23	Department of Planning & Zoning	Received/Assigned PH
3/2/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
3/2/23	Planning Commission	Recommended Approval to the Parish Council
3/27/23	Parish President	Introduced
3/27/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 83**    [2023-0070](#)    An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on approximately 9,104 sq. ft. of the front portion of Lot P-A, and from C-2 and C-3 to M-1 on approximately 25,462 sq. ft. of the rear portion of Lot P-A and all of Tract 33-A, Almedia Plantation as shown on the survey by Cody A. DiMarco, PLS dated December 14, 2022, municipal address 10436 Airline Drive, St. Rose, as requested by Conrad Frey on behalf of Elitestor, LLC.

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

**Attachments:**    [2023-0070 RECOMMENDATIONS AT A GLANCE](#)

[2023-0070 Minutes](#)

[2023-0070 Staff Report](#)

[2023-0070 Survey](#)

[2023-0070 AERIAL](#)

[2023-0070 ZONING](#)

[2023-0070 FLUM](#)

[2023-0070 Application Page 1](#)

**Legislative History**

2/7/23	Department of Planning & Zoning	Received/Assigned PH
3/2/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
3/2/23	Planning Commission	Recommended Approval to the Parish Council
3/27/23	Parish President	Introduced
3/27/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 100 [2023-0075](#) An ordinance approving and authorizing the execution of a Contract with Byron E. Talbot Contractor, Inc., for the construction of the Lakewood Dr. Reconstruction, State Project No. H.014051, Federal Aid Project No. H014051, extending from East/West Heather Dr. to Highway 90 in the amount of \$5,979,591.63.

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

**Attachments:** [2023-0075 DOTD-St Charles-Talbot Construction contract for Lakewood Rehab](#)

### **Legislative History**

3/27/23	Parish President	Introduced
3/27/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## APPOINTMENTS

- 121 [2023-0074](#) A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

*Council Chairman will accept nominations to the Planning & Zoning Commission from the District V Councilmember to fill the vacancy created by the expiration of the term of Mr. Ryant Price. Four (4) year term to begin May 31, 2023 and expire May 31, 2027.*

### **Legislative History**

11/15/21	Parish Council	Enacted Legislation Mr. Ryant Price appointed to the St. Charles Parish Planning & Zoning Commission as the District V Representative on November 15, 2021, per Resolution No. 6598 Term: November 15, 2021 - May 31, 2023
3/27/23	Parish Council	Vacancy Announced

## MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

### MEETINGS

*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 4/12/23, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie*

*PLANNING & ZONING COMMISSION: Thursday, 4/13/23, 6PM, Council Chambers*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 4/17/23, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher*

*HURRICANE PROTECTION PROJECTS COMMITTEE MEETING: Monday, 4/24/23, 5PM, Council Chambers \*\*Discussion regarding Flood Protection Projects*

*ST. CHARLES PARISH COUNCIL: Monday, 4/24/23, 6PM, Council Chambers*

### Accommodations for Disabled

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





# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0078    **Version:** 1    **Name:** In Recognition: Celeste Uzee, St. Charles Parish Library Board of Control

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Celeste Uzee, St. Charles Parish Library Board of Control

**Sponsors:** Julia Fisher-Cormier

**Indexes:**

**Code sections:**

**Attachments:** [2023-0078 Celeste Uzee](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

# The Parish of St. Charles

April 10, 2023

The St. Charles Parish Council  
and the Parish President  
Deeply Appreciate  
Your Years of Service

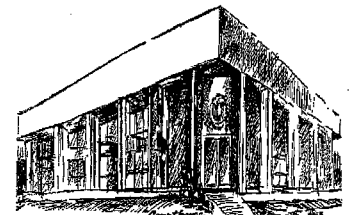
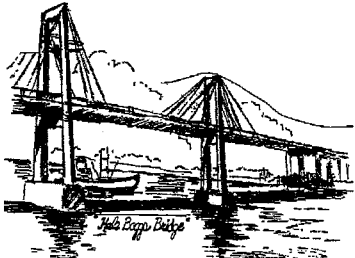
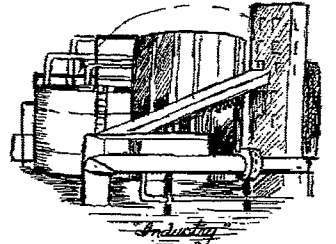
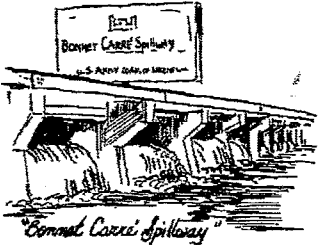
on the

ST. CHARLES PARISH LIBRARY  
BOARD OF CONTROL

CELESTE UZEE

District VII Representative  
April 1, 2013 – April 1, 2023

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



*Matthew Jewell*

MATTHEW JEWELL  
PARISH PRESIDENT

*Beth Billings*

BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A

*Holly Fonseca*

HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

*Sandra Darenbourg Gordon*

LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I

*Mary K. Oulee*

MARY K. OULEE  
COUNCILWOMAN, DISTRICT II

*Dick Gibbs*

DICK GIBBS  
COUNCILMAN, DISTRICT III

*Nicky Dufrene*

NICKY DUFRENE  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*

MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*Bob Fisher*

BOB FISHER  
COUNCILMAN, DISTRICT VI

*Julia Fisher-Cormier*

JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0086    **Version:** 1    **Name:** Proclamation: "National Safe Digging Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/10/2023    **In control:** Parish Council  
**On agenda:** 4/10/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "National Safe Digging Month"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0086 National Safe Digging Month](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

## PROCLAMATION

- WHEREAS,** National Safe Digging Month is observed in April to remind homeowners, contractors, and professional excavators to keep communities safe by calling 811 before any digging project; and,
- WHEREAS,** digging without knowing the location of underground utilities can result in disruptions to critical services, serious injuries, and costly repairs to underground utility lines; and,
- WHEREAS,** the 'Call 811' service is free, safe, and is required by law. By calling 811 a few days before digging, the caller is connected to a local notification center that will take their information and communicate the information to local utility companies. Professional locators will then visit the dig site to mark the approximate location of underground utility lines with spray paint, flags, or both; and,
- WHEREAS,** homeowners are further encouraged to take a few precautionary measures when planning any digging project, such as calling 811 at least three business days before starting a project, providing ample time for the approximate location of lines to be marked, confirm that all lines have been marked, consider moving the location of your project if it is near utility line markings, and if a contractor has been hired, confirm that the contractor has contacted 811; and,
- WHEREAS,** with an increasing number of public infrastructure projects and expanding economic development, pipeline damage resulting from excavation remains the most common cause of outside natural gas leaks; and,
- WHEREAS,** as part of National Safe Digging Month, Atmos Energy asks everyone to become a safety ambassador by taking the Atmos Energy Call 811 Pledge at <https://www.atmosenergy.com/safety/signcall-811-pledge>.

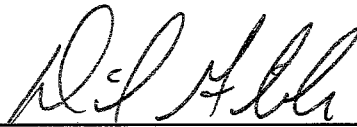
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM APRIL 2023 AS**

### "NATIONAL SAFE DIGGING MONTH"

**IN ST. CHARLES PARISH AND CALL UPON ALL CITIZENS, COMMUNITY AGENCIES, FAITH GROUPS, AND BUSINESSES TO INCREASE THEIR AWARENESS IN THE EFFORT TO PREVENT THE ACCIDENTAL DIGGING INTO BURIED UTILITY LINES.**



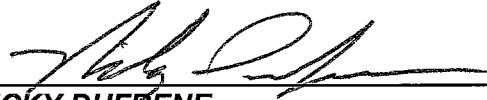
**MATTHEW JEWELL**  
PARISH PRESIDENT



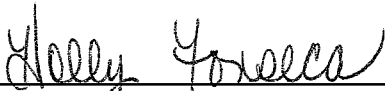
**DICK GIBBS**  
COUNCILMAN, DISTRICT III



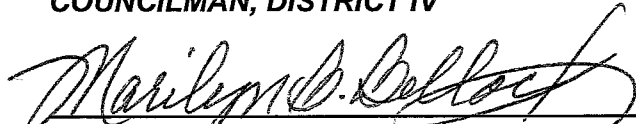
**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



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



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



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



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



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



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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0077    **Version:** 1    **Name:** Proclamation: Trash Bash Cleanup Day in St. Charles Parish

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** Proclamation: Trash Bash Cleanup Day in St. Charles Parish

**Sponsors:** Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2023-0077 Trash Bash Clean up Day in St. Charles Parish](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

## PROCLAMATION

**WHEREAS,** St. Charles Parish has long been recognized for its natural and rural beauty; and,

**WHEREAS,** Parish leaders share a strong desire with residents to protect our environment, beginning at home; and,

**WHEREAS,** our vision is to create a parish that is clean, attractive, and communicates pride in the community; and,

**WHEREAS,** litter is a detriment to the quality of life we enjoy in St. Charles Parish; and,

**WHEREAS,** many residents are interested in keeping their community clean and want to beautify our parish and show community pride; and,

**WHEREAS,** we realize the need to come together to beautify our streets and byways in an effort to create our ideal community; and,

**WHEREAS,** to increase awareness about St. Charles Parish a clean and beautiful community, we have joined forces with Keep Louisiana Beautiful, an organization that brings people together to build and sustain vibrant, clean communities, through a statewide network of affiliates; and,

**WHEREAS,** Saturday, April 22, 2023, is the 15<sup>th</sup> Anniversary of St. Charles Parish's Trash Bash, where volunteers come together to pick up and dispose of trash along parish and state highways, servitudes, and right-of-ways.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, APRIL 22, 2023, AS**

### **TRASH BASH CLEANUP DAY IN ST. CHARLES PARISH**

**BE IT FURTHER RESOLVED, THE PUBLIC IS INVITED TO HELP CLEAN UP ST. CHARLES PARISH BEGINNING AT 8:30 A.M. AND ENDING WITH A CELEBRATION AT 1:00 P.M.; INCLUDING FOOD, FUN, ACTIVITIES, AND RAFFLE TICKETS FOR PRIZES, AT THE EDWARD A. DUFRESNE COMMUNITY CENTER, 274 JUDGE EDWARD DUFRESNE PARKWAY IN LULING. RESIDENTS ARE URGED TO JOIN IN THE FESTIVITIES BY VOLUNTEERING AS INDIVIDUALS OR GROUPS BY SIGNING UP AT [WWW.STCHARLESPARISH.COM/TRASHBASH](http://WWW.STCHARLESPARISH.COM/TRASHBASH) BY APRIL 14th.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



**DICK GIBBS**  
COUNCILMAN, DISTRICT III



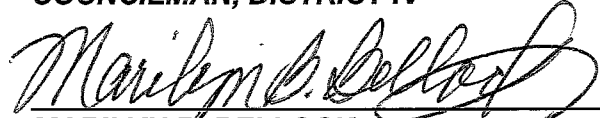
**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



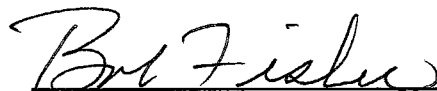
**HOLLY FONSECA**  
COUNCILWOMAN AT LARGE, DIV. B



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



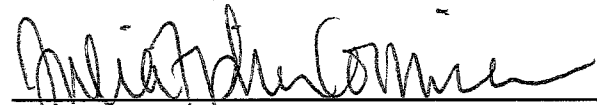
**LA SANDRA DARENSBOURG GORDON**  
COUNCILWOMAN, DISTRICT I



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



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



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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0076    **Version:** 1    **Name:** Proclamation: "Motorcycle Awareness Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/10/2023    **In control:** Parish Council  
**On agenda:** 4/10/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Motorcycle Awareness Month"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0076 Motorcycle Awareness Month](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

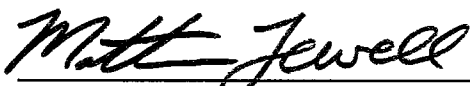
## PROCLAMATION

- WHEREAS,** many St. Charles Parish residents and visitors enjoy riding the highways and back roads on their motorcycles and riding through the many scenic areas our parish has to offer; and,
- WHEREAS,** along with that enjoyment comes the responsibility to operate motorcycles safely; and,
- WHEREAS,** Louisiana has many registered motorcycles and licensed drivers who have either a motorcycle endorsement or a motorcycle learner's permit; and,
- WHEREAS,** it is important that the citizens be aware of motorcycles on our roadways and recognize the importance of motorcycle safety and sharing of the roadways; and,
- WHEREAS,** the safe operation of a motorcycle is enhanced through a combination of rider training and experience, good judgment, a knowledge of traffic laws and licensing requirements; and,
- WHEREAS,** St. Charles Parish Government joins the Louisiana Governor, the Eagle Wings Motorcycle Association, the National Safety Council, and others, in declaring May as Motorcycle Safety Awareness Month; and,
- WHEREAS,** May is traditionally observed as a time to remind and encourage other motor vehicle operators to be cautious and observe motorcycles, especially during their seasonal return to our streets and highways.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MAY 2023 AS**

### **"MOTORCYCLE AWARENESS MONTH"**

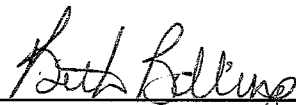
**IN ST. CHARLES PARISH AND ENCOURAGE ALL MOTOR VEHICLE OPERATORS TO JOIN OUR EFFORTS TO KEEP OUR HIGHWAYS AND ROADWAYS SAFE.**



**MATTHEW JEWELL  
PARISH PRESIDENT**



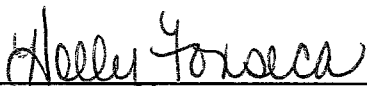
**DICK GIBBS  
COUNCILMAN, DISTRICT III**



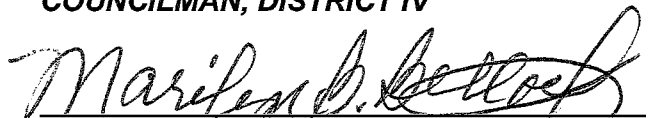
**BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A**



**NICKY DUFRENE  
COUNCILMAN, DISTRICT IV**



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



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



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



**BOB FISHER  
COUNCILMAN, DISTRICT VI**



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



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





# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0079    **Version:** 1    **Name:** Library Board of Control  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/10/2023    **In control:** Parish Council  
**On agenda:** 4/10/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Library Board of Control  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0080    **Version:** 1    **Name:** General Government Buildings  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/10/2023    **In control:** Parish Council  
**On agenda:** 4/10/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** General Government Buildings  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0081    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/10/2023    **In control:** Parish Council  
**On agenda:** 4/10/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0082    **Version:** 1    **Name:** Install of "ALL-WAY STOP" signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to provide for the installation of "ALL-WAY STOP" signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

**Sponsors:** Marilyn B. Bellock

**Indexes:**

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

**Attachments:**

Date	Ver.	Action By	Action	Result
4/10/2023	1	Council Member(s)	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0083    **Version:** 1    **Name:** Agreement w/Department of Community Services & SCP School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0083 2023 Summer Food Agreement](#)  
[2023-0083 Xerox Scan](#)

Date	Ver.	Action By	Action	Result
4/10/2023	1	Parish President	Introduced	

ST. CHARLES PARISH COUNCIL  
AND THE  
ST. CHARLES PARISH SCHOOL BOARD  
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES

This agreement is made and entered into as of the \_\_\_\_\_ day of 2023, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by Matthew Jewell, President, duly authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ 2023 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Ken Oertling, Ed. D., Superintendent, duly authorized by action of the St. Charles Parish School Board, dated \_\_\_\_\_, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of Carver Early Learning Center and St. Rose Elementary School. WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 5, 2023 through July 14, 2023, (total of 24 days) the use and control of the kitchen and cafeteria of Carver Early Learning Center and Albert St. Rose Elementary School. The Council shall have the use of the property for a fee of \$0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 31, 2023, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
  
2. The Council agrees to:
  - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
  - B. Accept in the present condition and subject to any servitude above described property.
  - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
  - D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
  - E. Pay \$4,500.00 as reimbursement for utilities and other costs arising out of use of the property to be leased and \$10,000.00 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program. These are estimated figures based on usage from June and July 2022. The Summer Feeding program will be responsible for the actual usage figures for June and July 2023 that will be provided at the conclusion of the program.
  - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
  - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from June 5, 2023 through July 14, 2023 through the Summer Food Service Program."
  - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.

- I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
  - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
  - B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
  - C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
  - D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
  - E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
    - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
    - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$100,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than one million dollars (\$1,000,000.00) dollars.

In connection with the aforementioned liability and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

- 1 . The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
- 2 During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.
- 3 Smoking is not allowed! Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

WITNESSES:

ST. CHARLES PARISH COUNCIL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Matthew Jewell, Parish President

DATE:\_\_\_\_\_

WITNESSES:

ST. CHARLES PARISH PUBLIC SCHOOLS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dr. Ken Oertling, Superintendent

WITNESSES:

ST. CHARLES PARISH SCHOOL BOARD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Arthur A. Aucoin, Board President

DATE:\_\_\_\_\_



You and I...  
We are



13855 River Road | Luling, LA 70070

985.785.6289

[www.stcharles.k12.la.us](http://www.stcharles.k12.la.us)



March 20, 2023

Ms. Joan T. Diaz, MPA, Director  
St. Charles Parish Department of Community Services  
P. O. Box 169  
New Sarpy, LA 70078

Dear Ms. Diaz:

Enclosed are three originals of the 2023 agreement for the summer feeding program in St. Charles Parish. After obtaining St. Charles Parish Council approval, please forward the agreements to me for Superintendent and Board signatures.

If you have any questions, please contact me at 985-785-3178.

Sincerely,

Teresa C. Brown MS, RD, LDN, SNS  
Administrator, Ancillary Services

TCB: mjn

Enclosures

cc: File

**SCHOOL BOARD MEMBERS**

**SUPERINTENDENT**

Ellis A. Alexander  
DISTRICT 1

Scott Cody  
DISTRICT 3

John L. Smith  
DISTRICT 5

Art Aucoin  
DISTRICT 7

Ken Oertling, Ed.D.

Ray Gregson  
DISTRICT 2

Karen L. Boudreaux  
DISTRICT 4

Becky D. Weber  
DISTRICT 6

Alex L. Suffrin  
DISTRICT 8



# St. Charles Parish

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

## Legislation Details

**File #:** 2022-0225    **Version:** 2    **Name:** Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208)

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00.

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

**Indexes:** Boat Launch - Des Allemands, P and R (Dept. of), Public Works (Dept. of)

**Code sections:**

**Attachments:** [2022-0225 Legal Review - P220208 - Contract](#)  
[2022-0225 Attachment C-1 - Rate Sheet](#)  
[2022-0225 Corporate Resolution\\_DesAllemands\\_2023](#)  
[2022-0225 Legal Review - P2202088 - Contract.pdf](#)  
[2022-0225 Attachment C-1 - Rate Sheet.pdf](#)  
[2022-0225 Corporate Resolution\\_DesAllemands.pdf](#)  
[2022-0225 Postponed Proposed Ord](#)

Date	Ver.	Action By	Action	Result
4/10/2023	2	Parish President	Introduced	
8/1/2022	1	Parish Council	Postponed Indefinitely from Intro.	Pass
8/1/2022	1	Parish Council	Postponed Indefinitely from Intro.	
8/1/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DES ALLEMANS PARK PLANNING SERVICES Project No. P220208 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

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

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

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

## 2.0 PROJECT

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

DES ALLEMANS PARK PLANNING SERVICES  
Project No. P220208

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

### **3.0 SERVICES OF CONSULTANT**

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

#### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

#### **5.0 SUPPLEMENTARY SERVICES**

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

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

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey

- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

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

## **7.0 NOTICE TO PROCEED**

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

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

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

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

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

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

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

## **10.0 FUNDS**

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

## **11.0 TERMINATION OR SUSPENSION**

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



## 12.0 INSURANCE

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

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

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

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

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

### **16.0 OTHER**

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

DUPLANTIS DESIGN GROUP, PC

\_\_\_\_\_  
By: Thomas H. Buckel, P.E.  
Principal

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

**ATTACHMENT “A”  
PROJECT SCOPE**

DES ALLEMANDS PARK PLANNING SERVICES  
Project No. (220208)

The Scope of Work is as follows:

The scope involves development of a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built. The master plan will be inclusive of a due diligence assessment, community survey, concept development and plan development as described below. The master plan will be used to generate additional funding for the remaining portion of the project, not including the access road and boat launch. The master plan will consider a variety of improvements that can be accomplished within the boundaries of the parcel, as well as phasing options for said improvements.

DUE DILIGENCE/ASSESSMENT PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Conduct an on-site audit with photographic/video documentation of existing site conditions.
- b. Prepare graphic maps that assist in delineating the site’s development opportunities and constraints with consideration to environmental concerns, roadway alignment, views, solar and wind orientation, soils, flora and fauna, and site drainage patterns.
- c. Prepare a scaled park base plan based on the on-site audit and previously completed items, including but not limited to, topographic survey, LIDAR, geographic data, and previous planning.
- d. Phase deliverable includes the scaled park base plan sent to the OWNER electronically. After review of the base plan, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER.

COMMUNITY SURVEY PHASE

Upon completion of the Due Diligence/Assessment Phase, CONSULTANT shall:

- a. Develop an online digital survey for community-wide distribution by the Parish. The survey shall use photographic examples of potential project elements to establish “Community Values” that will assist in developing a design theme and programmatic components the park should include.

- b. Present results from the Community Survey to the OWNER and discuss as needed. OWNER may determine items to include or remove as CONSULTANT proceeds to the Concept Development Phase. OWNER may determine that an in-person Town Hall Meeting with locals would serve an added benefit to development of a park concept. This meeting is to be discussed if the Community Survey yields little response.

### CONCEPT DEVELOPMENT PHASE

Upon completion of the Community Survey Phase, CONSULTANT shall:

- a. Develop varying park concepts by incorporating results from the Community Survey and Due Diligence/Assessment Phases, as well as any OWNER input up until this point.
- b. Prepare two (2) scaled alternative diagrammatic site plan sketches for the study area. These alternatives will illustrate development concepts with hand-sketches, color rendered plans laid on top of the aerial imagery and existing site plan data. The alternatives will be supplemented with precedent images of photographic examples to demonstrate the design concepts offered.
- c. Phase deliverable includes the two (2) scaled alternative site plan sketches sent to the OWNER electronically. After review of the concept, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER. If an in-person meeting is deemed necessary by either the OWNER or CONSULTANT then the CONSULTANT shall coordinate.

### MASTER PLAN DEVELOPMENT PHASE

Upon completion of the Concept Development Phase, CONSULTANT shall:

- a. Develop a draft Master Plan with the following items:
  - 1. **Rendered Site Plan** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
  - 2. **Photographic Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
  - 3. **Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
- b. Present the draft Master Plan to the OWNER and public for general input/comments. Draft a questionnaire for the OWNER to distribute to the public for more feedback.

- c. Conduct a meeting with the internal steering committee (OWNER) to get input, guidance and preferences to programmatic components and diagrammatic alternatives to inform the design team in developing the final Master Plan.
- d. After considering all feedback up until this point of design, the CONSULTANT is to finalize the Master Plan including the following items:
  - 1. **Final Site Plan (Rendered)** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
  - 2. **Final Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
  - 3. **Final Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
  - 4. **Rough Order of Magnitude Costing** – will assign preliminary construction cost of the project to assist with establishing a budget for the comprehensive development of the park.
  - 5. **Phasing Strategy** – will categorize components into sequential projects that can be implemented independently based on priority and funding.
  - 6. **Funding Strategy** – will identify funding sources (public and private) to pay for the implementation of various project components.
- e. Phase deliverable includes the full final Master Plan to the OWNER both electronically and hard copies as requested. No more than six (6) hard copies will be requested.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

DES ALLEMANS PARK PLANNING SERVICES  
Project No. (220208)

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

	<u>Number of Days to Complete</u>
Due Diligence/Assessment Phase	30
Community Survey Phase	30
Concept Development Phase	30
Master Plan Development Phase	60

Time for Completion

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

**ATTACHMENT “C”  
PROJECT COMPENSATION**

DES ALLEMANDS PARK PLANNING SERVICES  
Project No. (220208)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$54,500.00 based on the following estimated distribution of compensation:
  1. Due Diligence/Assessment Phase           \$6,950.00
  2. Community Survey Phase                   \$7,000.00
  3. Concept Development Phase               \$8,950.00
  4. Master Plan Development Phase           \$31,600.00
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- e. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.



## LABOR CATEGORIES

Principal	\$210.00/hr	Drone Pilot	\$140.00/hr
Associate	\$190.00/hr	Sr. CAD Designer	\$110.00/hr
Business Unit Leader	\$175.00/hr	Survey Tech III	\$110.00/hr
Sr. Design Professional	\$165.00/hr	Chief of Parties	\$110.00/hr
Sr. Project Manager	\$155.00/hr	Party Chief	\$100.00/hr
Sr. Designer	\$150.00/hr	CAD Designer	\$95.00/hr
Sr. PLS	\$150.00/hr	Survey Tech II	\$95.00/hr
Design Professional	\$145.00/hr	CAD Tech	\$85.00/hr
Project Manager	\$135.00/hr	Survey Tech I	\$85.00/hr
PLS	\$120.00/hr	Project Representative	\$65.00/hr
Asst. Project Manager	\$110.00/hr	Admin Assistant	\$60.00/hr
Field Crew	\$160.00/hr		

## REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	_____	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	_____	Cost
Printing	_____	Cost
Photographs, Telecopier, Shipping + Materials	_____	Cost
Filing/Recording/Permitting Fees	_____	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	_____	Rate x 1.5
Subconsultant Services	_____	Cost + 10%
Pipeline Detectors		
RD8100	_____	\$75.00/day
Drone	_____	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine		
Magnetometer	_____	\$200.00 / day
Applanix IMU	_____	\$600.00 / day
Single Beam	_____	\$200.00 / day
Sub-Bottom Profiler	_____	\$500.00 / day
Side Scan Sonar	_____	\$425.00 / day
Special Rental Equipment	_____	Rental Cost
All-Terrain Vehicle	_____	\$100.00 / Day
12' Aluminum Boat	_____	\$35.00 / day
24' Crew Boat	_____	\$650.00 - 750.00 / day

UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
OF DUPLANTIS DESIGN GROUP, PC

April 3, 2023

The Board of Directors hereby consent to the following resolution:

Thomas H Buckel, Vice President of Engineering has the authority on behalf of Duplantis Design Group, PC (DDG) to execute the contract for professional services agreement, affidavits and/or amendments between Duplantis Design Group, PC and the St. Charles Parish for the Des Allemands Park Planning Services project.

Authorized and executed by the Officers of Duplantis Design Group, PC as follows:



---

Kainen T. LeBlanc, Chief Administrative Officer

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DES ALLEMANS PARK PLANNING SERVICES Project No. P220208 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

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

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

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

## 2.0 PROJECT

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

DES ALLEMANS PARK PLANNING SERVICES  
Project No. P220208

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

### **3.0 SERVICES OF CONSULTANT**

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

## **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

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

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

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey

- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

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

## **7.0 NOTICE TO PROCEED**

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

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

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

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

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

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

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

## **10.0 FUNDS**

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

## **11.0 TERMINATION OR SUSPENSION**

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



## 12.0 INSURANCE

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

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

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

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

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

### **16.0 OTHER**

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

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_

By: Matthew Jewell  
Parish President

\_\_\_\_\_

Date:

DUPLANTIS DESIGN GROUP, PC

\_\_\_\_\_

By: Thomas H. Buckel, P.E.  
Vice President of Engineering

\_\_\_\_\_

Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

DES ALLEMANDS PARK PLANNING SERVICES  
Project No. (220208)

The Scope of Work is as follows:

The scope involves development of a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built. The master plan will be inclusive of a due diligence assessment, community survey, concept development and plan development as described below. The master plan will be used to generate additional funding for the remaining portion of the project, not including the access road and boat launch. The master plan will consider a variety of improvements that can be accomplished within the boundaries of the parcel, as well as phasing options for said improvements.

**DUE DILIGENCE/ASSESSMENT PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

- a. Conduct an on-site audit with photographic/video documentation of existing site conditions.
- b. Prepare graphic maps that assist in delineating the site’s development opportunities and constraints with consideration to environmental concerns, roadway alignment, views, solar and wind orientation, soils, flora and fauna, and site drainage patterns.
- c. Prepare a scaled park base plan based on the on-site audit and previously completed items, including but not limited to, topographic survey, LIDAR, geographic data, and previous planning.
- d. Phase deliverable includes the scaled park base plan sent to the OWNER electronically. After review of the base plan, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER.

**COMMUNITY SURVEY PHASE**

Upon completion of the Due Diligence/Assessment Phase, CONSULTANT shall:

- a. Develop an online digital survey for community-wide distribution by the Parish. The survey shall use photographic examples of potential project elements to establish “Community Values” that will assist in developing a design theme and programmatic components the park should include.

- b. Present results from the Community Survey to the OWNER and discuss as needed. OWNER may determine items to include or remove as CONSULTANT proceeds to the Concept Development Phase. OWNER may determine that an in-person Town Hall Meeting with locals would serve an added benefit to development of a park concept. This meeting is to be discussed if the Community Survey yields little response.

### CONCEPT DEVELOPMENT PHASE

Upon completion of the Community Survey Phase, CONSULTANT shall:

- a. Develop varying park concepts by incorporating results from the Community Survey and Due Diligence/Assessment Phases, as well as any OWNER input up until this point.
- b. Prepare two (2) scaled alternative diagrammatic site plan sketches for the study area. These alternatives will illustrate development concepts with hand-sketches, color rendered plans laid on top of the aerial imagery and existing site plan data. The alternatives will be supplemented with precedent images of photographic examples to demonstrate the design concepts offered.
- c. Phase deliverable includes the two (2) scaled alternative site plan sketches sent to the OWNER electronically. After review of the concept, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER. If an in-person meeting is deemed necessary by either the OWNER or CONSULTANT then the CONSULTANT shall coordinate.

### MASTER PLAN DEVELOPMENT PHASE

Upon completion of the Concept Development Phase, CONSULTANT shall:

- a. Develop a draft Master Plan with the following items:
  - 1. **Rendered Site Plan** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
  - 2. **Photographic Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
  - 3. **Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
- b. Present the draft Master Plan to the OWNER and public for general input/comments. Draft a questionnaire for the OWNER to distribute to the public for more feedback.

- c. Conduct a meeting with the internal steering committee (OWNER) to get input, guidance and preferences to programmatic components and diagrammatic alternatives to inform the design team in developing the final Master Plan.
- d. After considering all feedback up until this point of design, the CONSULTANT is to finalize the Master Plan including the following items:
  - 1. **Final Site Plan (Rendered)** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
  - 2. **Final Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
  - 3. **Final Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
  - 4. **Rough Order of Magnitude Costing** – will assign preliminary construction cost of the project to assist with establishing a budget for the comprehensive development of the park.
  - 5. **Phasing Strategy** – will categorize components into sequential projects that can be implemented independently based on priority and funding.
  - 6. **Funding Strategy** – will identify funding sources (public and private) to pay for the implementation of various project components.
- e. Phase deliverable includes the full final Master Plan to the OWNER both electronically and hard copies as requested. No more than six (6) hard copies will be requested.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

DES ALLEMANS PARK PLANNING SERVICES  
Project No. (220208)

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

	<u>Number of Days to Complete</u>
Due Diligence/Assessment Phase	30
Community Survey Phase	30
Concept Development Phase	30
Master Plan Development Phase	60

Time for Completion

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

**ATTACHMENT “C”  
PROJECT COMPENSATION**

DES ALLEMANDS PARK PLANNING SERVICES  
Project No. (220208)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$54,500.00 based on the following estimated distribution of compensation:
  1. Due Diligence/Assessment Phase           \$6,950.00
  2. Community Survey Phase                   \$7,000.00
  3. Concept Development Phase               \$8,950.00
  4. Master Plan Development Phase           \$31,600.00
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- e. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.



## LABOR CATEGORIES

Principal	\$210.00/hr	Drone Pilot	\$140.00/hr
Associate	\$190.00/hr	Sr. CAD Designer	\$110.00/hr
Business Unit Leader	\$175.00/hr	Survey Tech III	\$110.00/hr
Sr. Design Professional	\$165.00/hr	Chief of Parties	\$110.00/hr
Sr. Project Manager	\$155.00/hr	Party Chief	\$100.00/hr
Sr. Designer	\$150.00/hr	CAD Designer	\$95.00/hr
Sr. PLS	\$150.00/hr	Survey Tech II	\$95.00/hr
Design Professional	\$145.00/hr	CAD Tech	\$85.00/hr
Project Manager	\$135.00/hr	Survey Tech I	\$85.00/hr
PLS	\$120.00/hr	Project Representative	\$65.00/hr
Asst. Project Manager	\$110.00/hr	Admin Assistant	\$60.00/hr
Field Crew	\$160.00/hr		

## REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	_____	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	_____	Cost
Printing	_____	Cost
Photographs, Telecopier, Shipping + Materials	_____	Cost
Filing/Recording/Permitting Fees	_____	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	_____	Rate x 1.5
Subconsultant Services	_____	Cost + 10%
Pipeline Detectors		
RD8100	_____	\$75.00/day
Drone	_____	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine		
Magnetometer	_____	\$200.00 / day
Applanix IMU	_____	\$600.00 / day
Single Beam	_____	\$200.00 / day
Sub-Bottom Profiler	_____	\$500.00 / day
Side Scan Sonar	_____	\$425.00 / day
Special Rental Equipment	_____	Rental Cost
All-Terrain Vehicle	_____	\$100.00 / Day
12' Aluminum Boat	_____	\$35.00 / day
24' Crew Boat	_____	\$650.00 - 750.00 / day

UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
OF DUPLANTIS DESIGN GROUP, PC

July 26, 2022

The Board of Directors hereby consent to the following resolution:

Thomas H Buckel, Vice President of Engineering has the authority on behalf of Duplantis Design Group, PC (DDG) to execute the contract for professional services agreement, affidavits and/or amendments between Duplantis Design Group, PC and the St. Charles Parish for the Des Allemands Park Planning Services project.

Authorized and executed by the Officers of Duplantis Design Group, PC as follows:



---

Kainen T. LeBlanc, Chief Administrative Officer

**2022-0225**

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

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00.

**WHEREAS**, the Parish desires to develop a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built; and,

**WHEREAS**, a master plan would include a due diligence assessment, community survey, concept development and plan development; and,

**WHEREAS**, the Professional Services Agreement between St. Charles Parish and Duplantis Design Group, PC, describes the details of the proposed services and compensation.

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

**SECTION I.** That the Professional Services Agreement between St. Charles Parish and Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00 is hereby approved and accepted.

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

The foregoing proposed ordinance was Postponed Indefinitely from Introduction on August 1, 2022, by the following vote:

**YEAS:** BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, BELLOCK, FISHER

**NAYS:** NONE

**ABSENT:** GIBBS, FISHER-CORMIER



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0084    **Version:** 1    **Name:** Agreement with ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

**Sponsors:** Matthew Jewell, Department of Parks and Recreation

**Indexes:**

**Code sections:**

**Attachments:** [2023-0084 2023-24 EADCC Catering Contract Agreement\\_ZoraChristina llc FINAL](#)

Date	Ver.	Action By	Action	Result
4/10/2023	1	Parish President	Introduced	

# PROFESSIONAL CATERING SERVICES AGREEMENT

## EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and ZoraChristina Catering, L.L.C. located at 165 Jordan Court LaPlace, Louisiana 70068, herein represented by Monique McGee-Duronslet, Founder/CEO, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

### 1. DEFINITIONS

#### A. CATERING

The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

#### B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities but does not include sales tax.

#### C. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

#### D. SUBCONTRACTOR

A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

#### E. CLIENT

A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

#### F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

### 2. GENERAL

A. The effective date of this Agreement shall be from May 1, 2023 thru May 1, 2024. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

### 3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.
- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

**4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER**

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

## 5. COMPENSATION

### A. Compensation for Catering Services

- I. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
  - II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
    - All Catered Functions 18%
    - Drop-off, "Hosted" & "Cash" Bar Functions 15%
    - Donated Goods & Services 17%
  - i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20<sup>th</sup>) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.
- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

## 6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

## 7. EQUIPMENT

- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or

storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises unless they have received prior written consent for an extended time frame from the OWNER.

- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

## **8. TERMINATION**

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.
- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
  - I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
  - II. Steering functions away from the facility.
  - III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
  - IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
  - V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
  - VI. Other issues that cause the reputation of the facility to be harmed.

## **9. SUCCESSORS AND ASSIGNS**

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

## **10. INSURANCE**

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.



**11. INDEMNIFICATION**

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

**12. WARRANTY**

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

**13. COMPLIANCE WITH LAWS AND ORDINANCES**

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29<sup>th</sup> Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

**ATTEST:**

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

**St. Charles Parish**

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

**ATTEST:**

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

**ZoraChristina Catering, L.L.C.**

\_\_\_\_\_  
**By: Monique McGee-Duronslet**  
**Founder/CEO**

# EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

## SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions which do not exceed 100 guests authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A.

Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

- 10.** CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment, and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
- 11.** The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0085    **Version:** 1    **Name:** Agreement with Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center

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

**File created:** 4/10/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

**Sponsors:** Matthew Jewell, Department of Parks and Recreation

**Indexes:**

**Code sections:**

**Attachments:** [2023-0085 DRAFT Messina's Agreement](#)

Date	Ver.	Action By	Action	Result
4/10/2023	1	Parish President	Introduced	

# PROFESSIONAL CATERING SERVICES AGREEMENT

## EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and Messina's Concessions, Inc. located at 2717 Williams Blvd., Kenner, Louisiana 70065, herein represented by George Messina, President, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

### 1. DEFINITIONS

#### A. CATERING

The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

#### B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

#### C. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

#### D. SUBCONTRACTOR

A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

#### E. CLIENT

A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

#### F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

### 2. GENERAL

A. The effective date of this Agreement shall be from May 1, 2023 thru May 1, 2024. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

### 3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.
- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to Ste Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

**4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER**

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
  - I. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

## 5. COMPENSATION

### A. Compensation for Catering Services

I. A yearly fee of \$1,000.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.

II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.

- All Catered Functions 18%
- Drop-off, "Hosted" & "Cash" Bar Functions 15%
- Donated Goods & Services 17%

1. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20<sup>th</sup>) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

## 6. RECORDS

A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

## 7. EQUIPMENT

A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee

allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove .all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.

- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

#### **8. TERMINATION**

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.
- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
  - I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
  - II. Steering functions away from the facility.
  - III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
  - IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
  - V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
  - VI. VI. Other issues that cause the reputation of the facility to be harmed.

#### **9. SUCCESSORS AND ASSIGNS**

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

#### **10. INSURANCE**

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of ONE MILLION DOLLARS NO/ 100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/ 100 (\$2,000,000.00) for all injuries and/or deaths aggregated.



The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/ 1 00 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/ 100 (2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/ 100 (\$1,000,000.00) Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

#### **11. INDEMNIFICATION**

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

#### **12. WARRANTY**

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

#### **13. COMPLIANCE WITH LAWS AND ORDINANCES**

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute arises regarding this Agreement venue shall be in the 29<sup>th</sup> Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

**ATTEST:**

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

**St. Charles Parish**

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

**ATTEST:**

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

**Messina's Concessions, Inc.**

\_\_\_\_\_  
**By: George Messina**  
**President**

# EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

## SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative (s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a

function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function, All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0067    **Version:** 1    **Name:** R-1A to O-L on Lot K-1B as shown on the resubdivision map by Lucien C. Gassen, PLS dated November 28, 2006, municipal address 165 Vernons Lane, Ama, as requested by Michael Keller

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L on Lot K-1B as shown on the resubdivision map by Lucien C. Gassen, PLS dated November 28, 2006, municipal address 165 Vernons Lane, Ama, as requested by Michael Keller.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0067 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0067 Minutes](#)  
[2023-0067 Staff Report](#)  
[2023-0067 Survey](#)  
[2023-0067 AERIAL](#)  
[2023-0067 ZONING](#)  
[2023-0067 FLUM](#)  
[2023-0067 Application Page 1](#)

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
3/27/2023	1	Parish President	Introduced	
3/2/2023	1	Department of Planning & Zoning	Recommended	Approval
3/2/2023	1	Planning Commission	Recommended	Approval
1/18/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-1-R requested by Michael Keller for a change of zoning from R-1A to O-L on Lot K-1B, 165 Vernons Lane, Ama. Council District 2.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.

**2023-1-R requested by Michael Keller for a change of zoning from R-1A to O-L on Lot K-1B, 165 Vernons Lane, Ama. Council District 2.**

**Chris Welker** – Yes this is a request from R1A zoning to OL rezoning request must meet at least two of the three zoning criteria to receive a recommendation of approval from the department the department found in its review this request meets the second and third criteria. It's meets the second criteria because we found that the current R1A zoning doesn't allow for the most reasonable use of the applicants property while the OL zoning does, it's mostly because of how this property is basically positioned or laid out it's located in an area of Ama where there is a lot of private lanes this is one them that is Vernon Lanes which approximately 10 ft. wide drive which runs through not just this property but several other private properties as it goes to River Road, that lot arrangement frontage arrangement isn't even permitted or wouldn't be legal in the R1A zoning district, it would be permissible in the Open Land zoning district which permits single family homes, but also agricultural type uses which don't necessarily need frontage right on a street such as River Road. So, we do find the development pattern of the area specifically this property to make the OL zoning more appropriate that's why we find criteria two to be met. Criteria three is really about whether or not the use is permitted in the OL zoning district would be compatible with the surrounding neighborhood we find it would be compatible once again for kind of the same reasons criteria two and that the area is not developed with your standard single family subdivision development, it's a lot of homes on large lots including some shops with agricultural equipment, large open tracks of land, so that's what's simply found in OL zoning district so we find that district to also be more appropriate for the actual development on the ground so we find that the request meets the third guideline as well and the department recommends approval.

**Applicant** – Michael Keller 165 Vernons Lane if yall have any questions for me, I mainly bail hay, have cattle and eventually (applicant placed the microphone down and it is not audible)

**Commissioner Petit** – so barn and cattle.

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

Commissioner Price made a motion, seconded by Krajcer.

YEAS: Keen, Frangella, deBruler, Ross, Price, Petit, Krajcer, Jr.

NAYS: None

ABSENT: None

**PASSED**

---



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-1-R

### APPLICATION INFORMATION

- **Submittal Date:** 1/18/23
- **Applicant / Property Owner**  
Michael Keller  
165 Vernons Lane  
Ama, LA 70031  
(504)-908-0725  
mkeller@stcharlesgov.net
- **Request**  
Change of zoning from R-1A, Single Family Residential Detached Conventional Homes – Medium Density to O-L, Open Land

### SITE INFORMATION

- **Location**  
165 Vernons Lane, Ama; Lot K-1B
- **Size**  
43,560 sq. ft. (1 acre)
- **Current Use**  
The site was developed with a site-built single family home and accessory garage. The home was destroyed by Hurricane Ida and has since been demolished, leaving the site with the garage and a temporary RV.
- **Surrounding Zoning**  
R-1A zoning is located to the Vernons Lane and River Road side; O-L zoning is located to the Lemoine Lane and Union Pacific Railroad side.
- **Surrounding Uses**  
Site-built single family houses are adjacent to the River Road and Union Pacific Railroad sides; the undeveloped rear portion of a site with frontage on River Road is adjacent to the Vernons Lane side; a shop is adjacent to the Lemoine Lane side.
- **Zoning History**  
The existing R-1A zoning was established as a result of the 2008 Ama Land Use and Zoning Study (PZR-2008-14, Ord. 08-9-10, Section III.B).
- **Future Land Use Recommendation**  
*Low-to-Moderate Residential – Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections. (over six dwellings per acre)*  
  
*Recommended Zoning Districts: R-1A (6,000 sf. min. lot size), R-1B (10,000 sf. min. lot size), R-1AM (accessory units and individual mobile homes)*
- **Traffic Access**  
Access is provided to Lot K-1B through Vernons Lane, an aggregate private drive measuring approximately 10 ft. wide and connecting to River Road.



▪ **Utilities**

GIS data does not show sewer or water facilities on Vernons lane. Existing development is likely serviced through private facilities, and any new utility extensions or connections must come at the owner or developers expense.

**APPLICABLE REGULATIONS**

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

[I.] *O-L. Open Land District:*

*Policy statement:* This district is composed mainly of large open unsubdivided land that is vacant or in agricultural, forestry or residential use. The regulations are designed to protect the open character of the district, and to allow residents to retain their traditional ways of living, by prohibiting the establishment of scattered business, industrial and other uses that are unrelated to any general plan of development and that might inhibit the best future utilization of the land. It is intended that land in these districts will be reclassified to its appropriate residential, commercial or industrial category in accordance with the amendment procedure set forth in the St. Charles Parish Code.

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Farming.
    - (2) Animal husbandry.
    - (3) Farm family dwellings.
    - (4) Tenant dwellings.
    - (5) Site-built, single-family detached dwellings.
    - (6) Additional dwellings for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (7) Manufactured housing.
    - (8) Mobile homes.
    - (9) Accessory buildings.
    - (10) Family subdivisions, provided that they conform to the St. Charles Parish Subdivision Regulations [appendix C].
    - (11) Farmer's market, provided that the criteria outlined in Special Provisions [subsection 3] is met.
    - (12) Any permitted uses under subsection 1.a. items (1) through (9) on a lot or property without frontage provided that a permanent right of passage to access the structure exist or is provided for, is recorded into the deed of the property, and is filed with the Clerk of Court.
    - (13) Lawn Care Service subject to the requirements of Section VII.
    - (14) Historic Home Site Bed and Breakfast.
  - b. Special exception uses and structures include the following:
    - (1) Religious institutions.
    - (2) Golf courses and golf practice ranges.
    - (3) Public parks and recreational areas.
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private academic institutions (trade, business and industrial schools shall be located in the appropriate commercial or industrial zoning district).
    - (3) Cemeteries and mausoleums, provided that they meet the criteria outlined in Special Provisions [subsection 3].
    - (4) Extraction of oil and gas, minerals and other natural resources provided that criteria set forth by the St. Charles Parish Coastal Zone Management Section of the Planning and Zoning Department are met.
    - (5) Public stables and kennels.
    - (6) Cellular installations and PCS (personal communication service) installations.
    - (7) 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.
    - (8) *Reserved.*
    - (9) Fire stations with or without firefighter training facilities.
    - (10) Nonresidential accessory buildings.
    - (11) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.
2. Spatial Requirements:
  - a. Minimum lot size shall be twenty thousand (20,000) square feet; minimum width fifty (50) feet. (Ord. No. 07-1-6, § II, 1-8-07)
  - b. Minimum yard sizes:
    - (1) Front—Thirty-five (35) feet.
    - (2) Side—Ten (10) feet.
    - (3) Rear—Twenty (20) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings: Minimum rear and side setbacks shall be ten (10) 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 the required front or rear yard.
3. Special Provisions:
  - a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsub- divided property referred to in 1, a(11) above, will be permitted at the rate of one (1) dwelling unit for each ten thousand (10,000) 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 Housing Installation in Flood Hazard Areas*.
  - c. 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.
  - d. Farmer's market:
    - (1) All products must be sold on the premises on which they were grown or produced, from either a truck, stand, display table, or other means of display which has been inspected and approved by the Parish Health Unit.
    - (2) No structure, vehicles or signs may be located closer to any property line than the general setback requirements of the O-L District with the exception of one (1) on-premises sign which contains the name of the market. This sign shall be located approximate to the entrance drive directing attention to the market. The sign shall conform with acceptable commercial standards regarding quality and aesthetics. No temporary signs will be allowed. If the sign is to be illuminated, lighting shall be arranged as not to interfere with traffic safety or cause a nuisance to abutting properties.
  - e. Cemeteries and mausoleums:
    - (1) All cemetery or mausoleum sites must have a minimum street frontage of one hundred (100) feet.
    - (2) All cemetery or mausoleum sites must have a fence or screen planting six (6) feet high along all property lines adjoining all districts.
4. Prohibited Use: Medical waste storage, treatment or disposal facilities.

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

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

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

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

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

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

<b>REZONING GUIDELINE &amp; CRITERIA EVALUATION</b>
---

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

The subject site is within an area designated *Low-Moderate Residential*, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts, but also includes duplexes, zero lot line homes, and townhomes. The request would not be considered a spot zone, but the proposed O-L zoning does not conform to the land development pattern established by the Future Land Use Map. **The request does not meet the first guideline.**

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

The existing R-1A zoning was changed from R-1A(M) based on findings from the 2008 Ama Land Use and Zoning Study (Ord. 08-9-10). Conclusions detailed in the study found residents wanted to maintain the rural nature of the area, reduce the permitting of new manufactured home sites, and create more opportunities to develop new site-built homes.

The subject site is a one acre lot located on Vernons Lane, which is an approximately 10 ft. wide aggregate drive traversing through separately owned private property. Similar access arrangements can be found in this area where changes to R-1A occurred, including adjacent Lemoine Lane, Crooked R Lane, and Agnes Lane (Robert Street has a similar development pattern but retained its R-1A(M) zoning). This development pattern has remained unchanged since 2008 and the R-1A zoning is not appropriate for an area where most of the existing lots and/or development lack public street frontage. The permitting of manufactured homes in the O-L district conflicts with one of the primary goals of the 2008 study, but it would be a more reasonable zoning district for an area which has retained its “rural nature” and is not conducive to the type of development expected in the R-1A district. **The request meets the second guideline.**

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

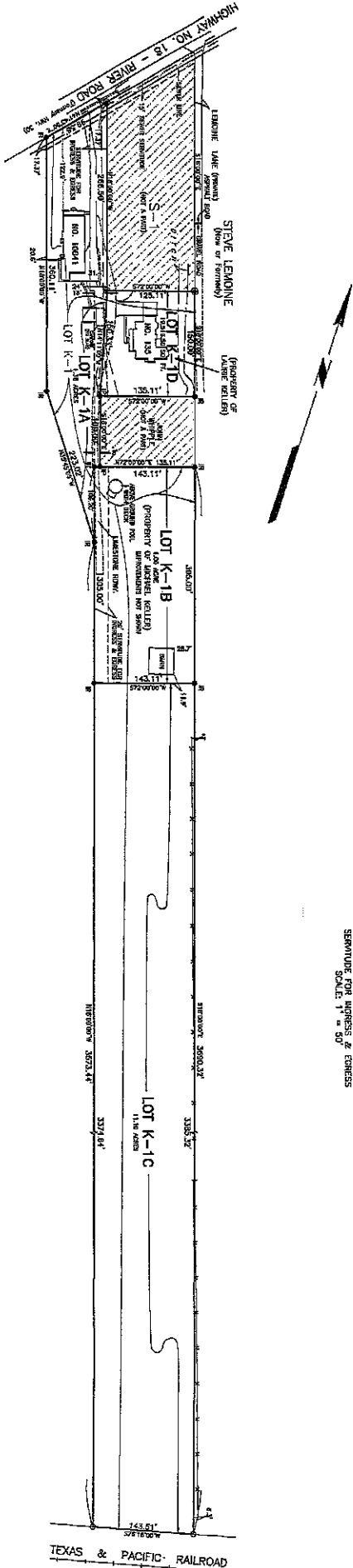
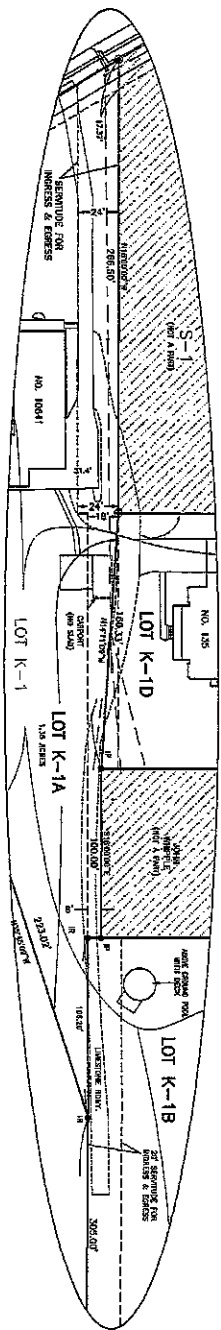
The O-L district primarily permits single family dwellings (site-built and manufactured) and/or agricultural uses. Those uses would be compatible with the existing neighborhood character, which includes a pattern of residential development which is mostly appropriate for and legally permitted in the O-L district. The area also contains a few shops for storage and keeping equipment as well as large portions of undeveloped tracts. Additional impact to public facilities is not expected. The development permitted in the O-L district, which also includes single-family dwellings, requires larger minimum lot sizes resulting in a reduced development density compared to that of the existing R-1A zoning. **The request meets the third guideline.**

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

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

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

Special Development  
 Planning Commission Chairman  
 8/1/07  
 Date  
 3/1/07  
 Date  
 3/1/2007  
 Date  
 Returned in the Care of Clerk's Office  
 St. Charles Parish on the 20th day of  
 March 2007. In Book 68  
 Page 101. Fee \$ 25.00

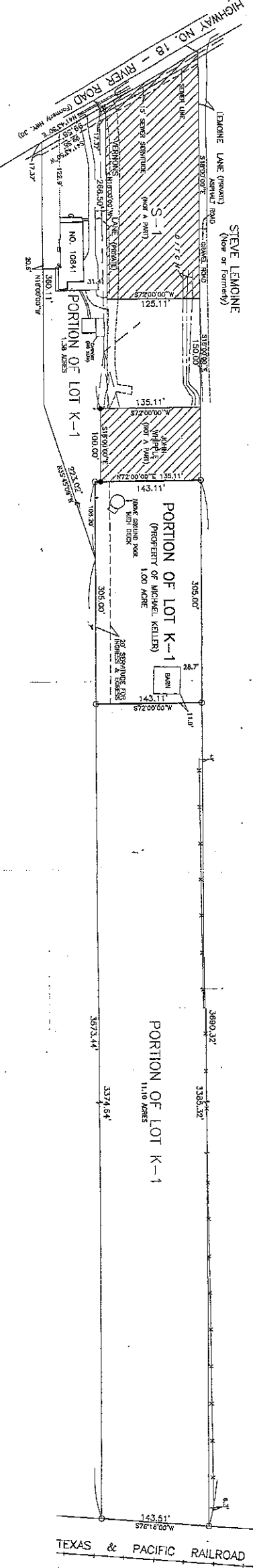


**REFERENCE PLAN**  
 1. RESUBDIVISION PLAN BY LUDEN C. GASSEN,  
 DATED SEPTEMBER 4, 1997 FOR PROPERTY  
 OF MICH. A. KELLER BY LUDEN C. GASSEN,  
 DATED MARCH 31, 2004 OF K-1 PROPERTY  
 OF MICH. A. KELLER BY LUDEN C. GASSEN,  
 DATED SEPTEMBER 20, 2005, REMOVED NOV.  
 10, 2005 AND JULY 7, 2006  
 The certificate shown on this survey and related to  
 the above referenced plan is hereby acknowledged to  
 be correct and true to the original and there is no representation  
 made or implied that the original plan or any of the  
 copies thereof have been amended or altered in any  
 way. This is to certify that I have examined  
 this plan and find it to be correct and true to the  
 original plan as shown on the survey and as  
 recorded in Book 68, Page 101.

**RESUBDIVISION OF LOT K-1  
 BEING A PORTION OF  
 PROPERTY OF PATSYE V. KELLER, ET AL  
 INTO LOTS K-1A, K-1B, K-1C & K-1D  
 IN SECTION 66 T13S - R21E  
 ST. CHARLES PARISH, LOUISIANA**  
 PREPARED BY:  
 LUDEN C. GASSEN, PLS  
 NOVEMBER 24, 2006



LUDEN C. GASSEN, PLS  
 1344 N. HENRIE  
 METairie, LA 70002  
 (504) 885-7070  
 (504) 885-7071



REFERENCE PLAN:  
 RESUBMISSION PLAN BY LUCIEN C. GASSEN,  
 DATED SEPTEMBER 4, 1997.

The servitudes shown on this survey are limited to those set forth per information furnished by the owner of his agent and there is no representation that all obligations heretofore or hereafter incurred by the owner of his agent or any other person have been fully complied with 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.

**SURVEY OF A PORTION OF LOT K-1**  
 (1.00 ACRE)  
 BEING A PORTION OF  
 PROPERTY OF PATSYE V. KELLER, ET AL  
 IN SECTION 66, T13S - R21E  
 ST. CHARLES PARISH, LOUISIANA  
 MARCH 31, 2004  
 SCALE: 1" = 100'

CERTIFIED TO MICHAEL KELLER



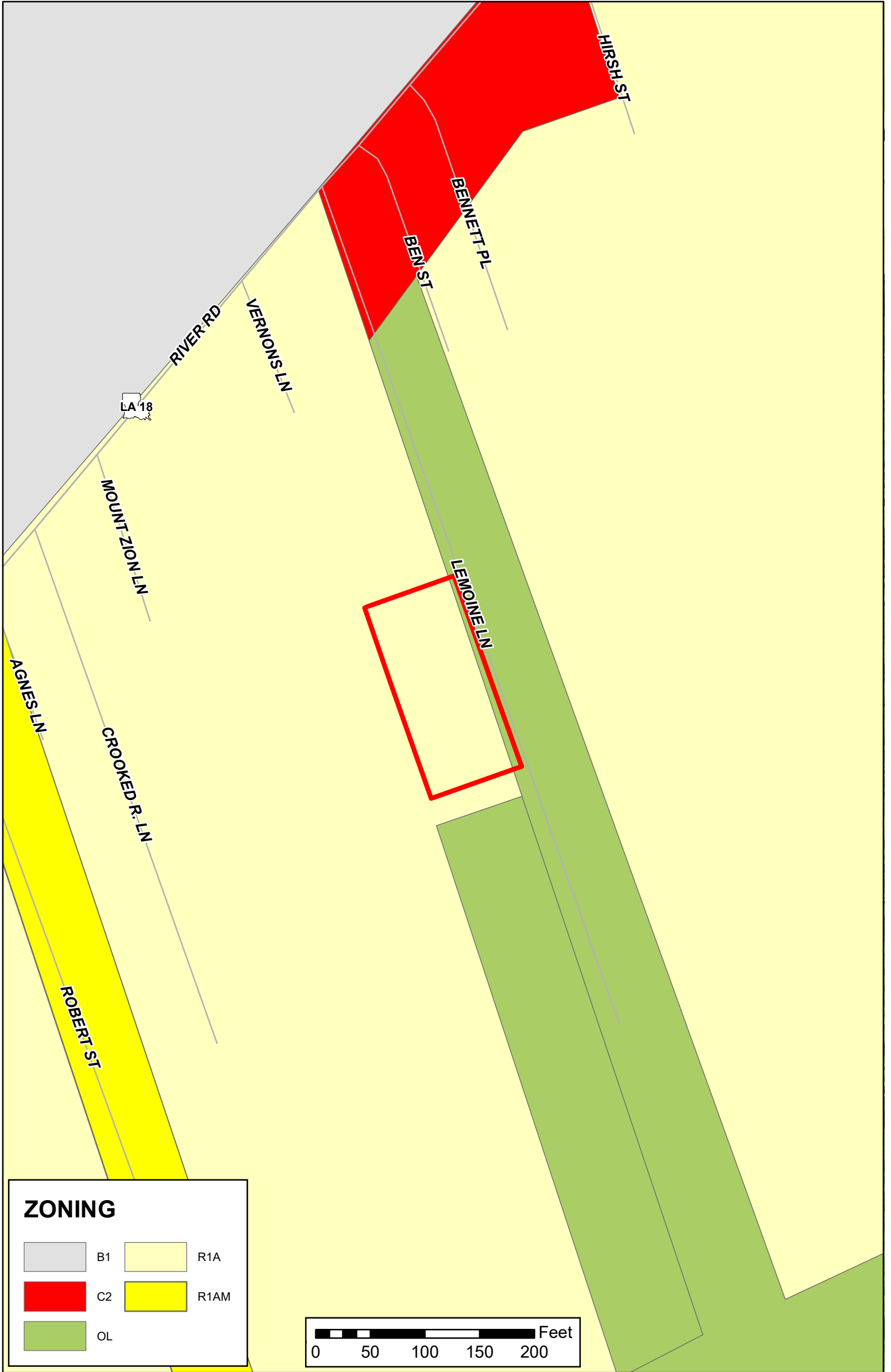
I certify that this plot represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a class of survey.  
 LUCIEN C. GASSEN, PLS  
 Registration No. 353  
 LIVING, LOUISIANA 70070

**LEGEND**  
 ● = IR FOUND  
 ○ = IR SET  
 --- = FENCE  
 --- = REMAINS ARE BASED ON REFERENCE PLAN

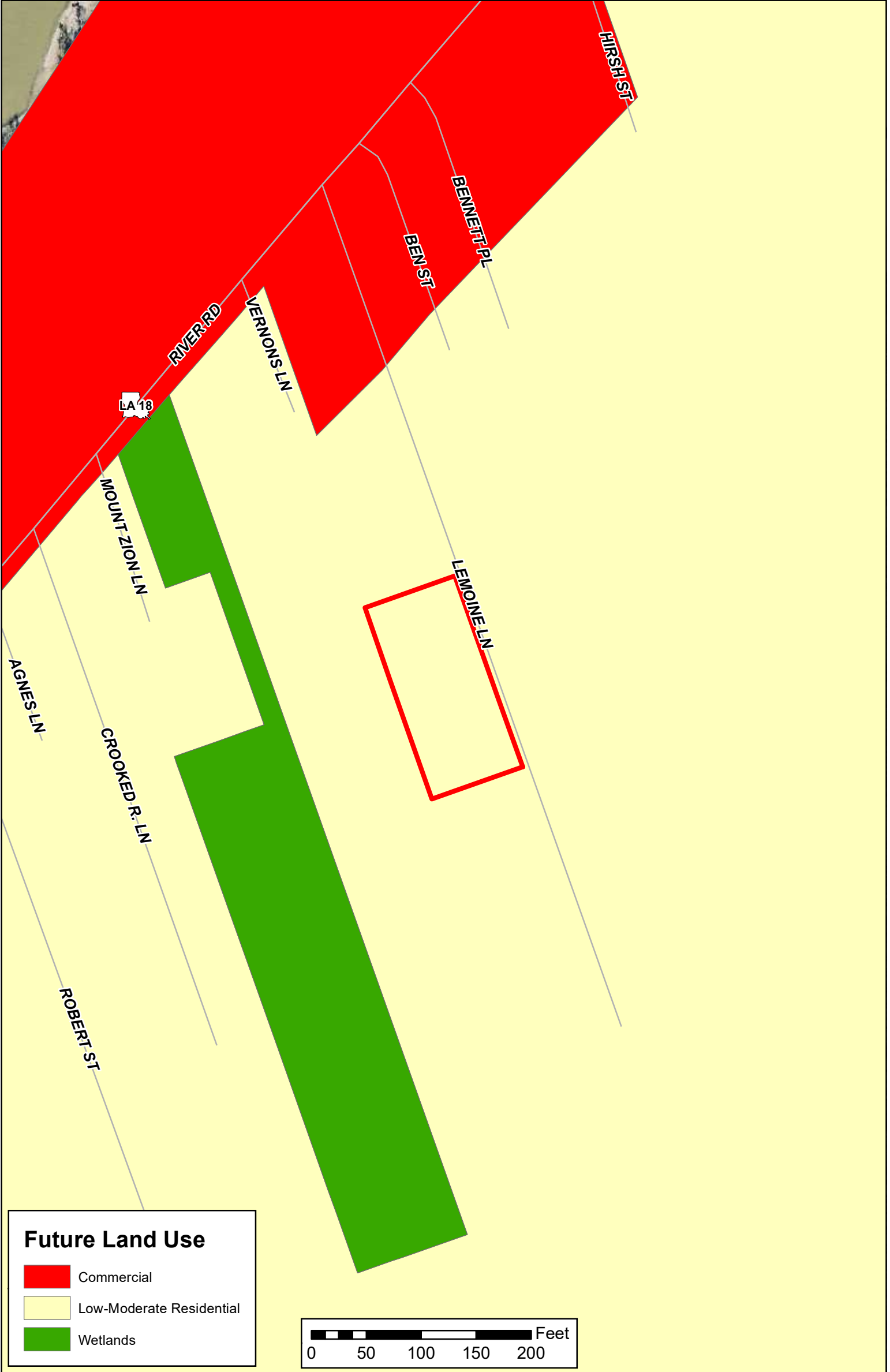
2023-1-R  
Rezone: R-1A to O-L



2023-1-R  
Rezone: R-1A to O-L



2023-1-R  
Rezone: R-1A to O-L







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

Permit/Case #:	2023-1-R
Receipt #:	10080669
Application Date:	1/18/23
Zoning District:	RIA
FLUM Designation:	
Date Posted:	

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

Fee: \$40 - \$200

Applicant: MICHAEL KELLER  
 Home address: 165 VERNONS LANE AMA, LA 70031  
 Mailing address (if different): PO BOX 302 AMA, LA 70031  
 Phone #: 504 908 0725 Email: MKeller@STCHARLES.GOV.NET  
 Property owner: MICHAEL KELLER  
 Municipal address of property: \_\_\_\_\_  
 Lot, block, subdivision: KIB SECTION 66 TIBSR 21E  
 Change of zoning district from: RIA to: OPEN LAND  
 Future Land Use designation of the property: Low Density Residential  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

Describe how you plan to use the property if the rezoning is granted: \_\_\_\_\_

I plan on rebuilding my home completely lost in Hurricane Ida, which will be smaller in square footage. My original home and property were zoned Open Land but changed without my knowledge or realizing. My intention is to continue using my property to support the open land owned by my family on the same street. I cut the 30 acres for both my mother, Patsye Keller, and Louis Brady who own the adjacent property with tractors and equipment. Tractors, fluffers, etc. are utilized in the process.

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

Fronting adjacent property owned by LJ Brady is not developed. Property behind my lot has a metal building utilized by Lemoine Refrigeration. My proposed usage would fit in appropriately in the neighborhood as it more similar than the current zoning.

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

In order for me to consider building an accessory building or barn type storage for equipment, it would more easily allow for it with the open land zoning.

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

According to the vision of the comprehensive plan for the parish, its goal is to continue to provide a "small town way of life, scenic natural beauty, unique heritage and community". Allowing my property to be rezoned back to open land, will only support this vision. My street is a private lane with houses owned by my siblings. There is no project to develop and the property will not be used to bring in commercial business, trailer homes, etc.

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

A residential home will be built, but farm tractors and such equipment would be stored and utilized.



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0068    **Version:** 1    **Name:** C-2 to C-3 on Lot 18, Block 23 and Lot A-2, Block 24, Townsite of Paradis as shown survey by Mitchell L. McDonald, PLS 14910 Highway 90, Paradis, as requested by Ricardo Quiroz on behalf of Quinton Mayeux

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 18, Block 23 and Lot A-2, Block 24, Townsite of Paradis as shown on the boundary survey by Mitchell L. McDonald, PLS dated December 6, 2022, municipal address 14910 Highway 90, Paradis, as requested by Ricardo Quiroz on behalf of Quinton Mayeux.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0068 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0068 Minutes2023](#)  
[2023-0068 Staff Report](#)  
[2023-0068 Survey](#)  
[2023-0068 AERIAL](#)  
[2023-0068 ZONING](#)  
[2023-0068 FLUM](#)  
[2023-0068 Application Page 1](#)

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
3/27/2023	1	Parish President	Introduced	
3/2/2023	1	Department of Planning & Zoning	Recommended	Denial
3/2/2023	1	Planning Commission	Recommended	Approval
1/31/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-2-R requested by Ricardo Quiroz for Quinton Mayeux for a change of zoning from C-2 to C-3 on Lots 18, Block 23 & A-2, Block 24, 14910 Highway 90, Paradis. Council District 4.**

**Planning Department Recommendation:**

Denial.

**Planning Commission Recommendation:**

Approval.

**2023-2-R requested by Ricardo Quiroz for Quinton Mayeux for a change of zoning from C-2 to C-3 on Lots 18, Block 23 & A-2, Block 24, 14910 Highway 90, Paradis. Council District 4.**

**Chris Welker** – Yes this is request for C3, like all rezonings it would have to meet at least two of the rezoning criteria we did not find this meet any of the three rezoning criteria specifically regarding criteria one the future land use map designates this stretch of Hwy. 90 or this portion of property specifically as a neighborhood mix use which calls for various types of residential development but primarily local serving commercial uses which is those focus primarily in the C2 zoning district, C1 something that people would probably go to on a regular basis shops, retail, offices, stuff like that the C3 zoning district kind of allows a higher intensity commercial type of use warehouses, storage, some low types of manufacturing so we didn't find the use is permitted in the requested C-3 mesh with that future land use designation, additionally it would be considered a spot zone. Almost the entire stretch of Hwy. 90 through Paradis is zoned C2 and this would be an isolated portion of C3 zoning so it would be considered a spot zone and it does not meet the first item. It does not meet second guideline for some of the similar reasons the land use pattern character has changed that the extent zoning no longer allows for reasonable use of the applicants property the property is located in a developed commercial area through Paradis mostly consisting of C2 uses, the current C2 zoning cant really be found to be to unreasonable given that it's set up for what most of the stretch is developed for, so we found it doesn't meet the second guideline. Regarding the third guideline going back to whether it's compatible with the surrounding neighborhood which includes mostly C2 oriented uses which include some retail shops in the area, service stations, gas stations, and also residential homes immediately adjacent we found C2 uses as currently permitted would fit more within that area, higher intensity C3 uses would not necessarily be compatible so it doesn't meet the third guideline and the department recommends denial.

**Applicant** – Ricardo Quiroz 311 West Loyola Dr. Kenner, La. We requesting the change of C2 to C3 I have a used car dealership in Metairie we have seven years working properly giving service to the people and we trying to bring it to Paradis and so we trying to do give a service to the community and the area around I think it's going to be good for the city this is a business that doesn't give or cause any damage to the environment or the city I think it's gonna be good for everybody. Thank you.

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

**Commissioner Keen** – Yea, um state that there is no C3, Bent's RV which is two properties away. That's a C3 property, correct?

**Chris Welker** – Yes

**Commissioner Keen**- Dirt Works rentals which was approved a couple months ago which is a quarter mile away and that's now C3 also, correct.

**Chris Welker** -Yes

**Commissioner Keen** – The lawn mower repair place that is two properties away is C2 in zoning that has C3 activities there, manufacturing, welding, Torres Service center right down the road, welding, manufacturing and alike it's all C3 going on over there so even though the zoning map shows C2 that what in reality isn't actually occurring in that area. To say that there is not any C3 properties in that area the largest landowner in that area Bent's RV is in fact C3. So it's not exactly a spot, it's just a spot in that one area.

**Chris Welker**- Yea we draw our distinction between the area between the Paradis canal and Bayou Gauche Road because the C3 along Hwy. 90 roughly ends at Paradis canal and it resumes at Bayou Gauche Road so that's why we try to isolate this area in our analysis.

**Commissioner Keen** – But it doesn't, Dirt Works is now a C3. Correct?

**Chris Welker** – It is.

**Commissioner Keen** – And that is along the same Hwy.

**Chris Welker** – Yes

**Commissioner Keen** – About a quarter mile away.

**Chris Welker** – Yes

**Commissioner Keen** – I want to make that clear, that there are other C3 activities in that same area.

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

YEAS: Keen, deBruler, Price, Petit, Krajcer, Jr.

NAYS: Frangella, Ross

ABSENT: None

**PASSED**

---



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-2-R

### APPLICATION INFORMATION

- **Submittal Date:** 1/30/23
- **Applicant**  
Ricardo Quiroz  
311 West Loyola Drive  
Kenner, LA 70065  
(504)-331-4818  
qautomotivellc@gmail.com
- **Property Owner**  
Quinton Mayeux  
116 Bayou Estates South Drive  
Des Allemands, LA 70030  
(504)-415-3042
- **Request**  
Change of zoning from C-2, General Commercial District – Retail Sales to C-3, Highway Commercial District – Wholesale and Retail Sales

### SITE INFORMATION

- **Location**  
14910 Highway 90, Paradis; Lot 18, Block 23 & Lot A-2, Block 24, Townsite of Paradis
- **Size**  
Approximately 27,050 sq. ft. (0.621 acres)
- **Current Use**  
The site is vacant and cleared. Lot 18 was developed with a single family house until its recent demolition in 2021 (Permit 36117). Permit information could not be located for Lot A-2.
- **Surrounding Zoning**  
C-2 zoning is located to the Highway 90, Early Street/Paradis Canal, and Robert Street sides; R-1A(M) zoning is located to the Early Street side.
- **Surrounding Uses**  
Site-built single family homes are adjacent to the Paradis Canal side and rear; a manufactured home is adjacent to the Robert Street side; a retail store, office, and gas station are located to the front, across Highway 90.
- **Zoning History**  
The C-2 district was established in 1981.
- **Future Land Use Recommendation**  
*Neighborhood Mixed Use – This category applies in areas appropriate for mixed walkable developments where the predominant use is residential, with a variety of housing types at varying densities, as well as compatible, local-serving commercial, retail, office and service uses.*
- **Traffic Access**  
Lots 18 and A-2 have a combined 186.49 ft. of frontage on Highway 90, where two driveway culverts exist to provide access.
- **Utilities**  
Standard utilities are located along Highway 90, including Parish water and sewer facilities running across the front of the subject site.

## APPLICABLE REGULATIONS

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

#### [IV.] C-3. Highway commercial district—Wholesale and retail sales:

1. Use Regulations:
  - a. A building or land shall be used for the following purposes.
    - (1) All uses allowed in the C-2 District.
    - (2) Commercial auditoriums, coliseums or convention halls
    - (3) Retail manufacturing
    - (4) Automobile sales and service
    - (5) Wholesale uses
    - (6) Warehouses (less than 10,000 sq. ft.)
    - (7) Bus, railroad, passenger and truck terminals (without video poker gaming facilities)
    - (8) Bottling works
    - (9) Dog pound
    - (10) Building supply
    - (11) Heating and air conditioning service
    - (12) Plumbing shops
    - (13) Automotive repair, minor and major
    - (14) Glass installation
    - (15) Fabrication of gaskets and packing of soft metal material
    - (16) Creameries
    - (17) Parcel delivery service
    - (18) *Reserved.*
    - (19) Frozen food lockers
    - (20) Public stables
    - (21) Bulk dairy products (retail)
    - (22) Animal hospitals
    - (23) Gymnasiums
    - (24) Sheet metal shops.
    - (25) Upholstery
    - (26) Other uses of similar intensity
    - (27) Customary accessory uses incidental to the above uses when located on the same lot.
  - b. Special exception uses and structures:
    - (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
  - c. Special permit uses and structures include the following:
    - (1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (2) R-1A and R-1B uses upon review and approval by the Planning Commission.
    - (3) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (4) *Reserved.*
    - (5) Cellular installations and PCS (personal communication service) installations.
    - (6) *Reserved.*
    - (7) Warehouses (non-hazardous materials) over ten thousand (10,000) square feet.
    - (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 Parish Council.
    - (10) Outdoor storage, when accessory to an otherwise permitted use in the district.
    - (11) Automobile Fleet Services: Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.
2. Spatial Requirements:
  - a. Minimum lot size: Seven thousand (7,000) square feet, minimum width - seventy (70) 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.
3. Transportation System: Arterial, local industrial, rail, water.
4. Special Provisions:
  - a. Where any commercial use in a C-3 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 unless the Planning and Zoning Department shall require a greater or lesser buffer strip.

[V.] *Prohibited use*: Medical waste storage, treatment or disposal facilities.

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

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

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

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

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

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

### **REZONING GUIDELINE & CRITERIA EVALUATION**

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

The subject site is within an area designated *Neighborhood Mixed-Use*, which primarily anticipates residential development of different types and densities that are supplemented by local-serving commercial uses (retail, office, service). The uses permitted in the proposed C-3 district, which includes storage, some fabrication/manufacturing, and trade shops, does not conform to this anticipated development pattern. The request is also a spot zone as it would create an isolated C-3 district within an established C-2 district that covers nearly the entirety of Highway 90 through Paradis. **The request does not meet the first guideline.**

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

C-2 zoning permits neighborhood commercial uses like stores, restaurants, and offices, which would be reasonable uses of this property. This C-2 zone was established in 1981 and covers the majority of lots on Highway 90 from the Paradis Canal to Bayou Gauche Road. Seven rezoning requests have been approved within this stretch of Highway 90. Four resulted in expansions of the C-2 district (PZR 2006-04; 2006-08; 2006-10; 2013-02). The other three involved changes from C-2 to R-1AM (PZR-2019-04), CR-1 (PZR-1985-19), and most recently the first instance of C-3 (2022-11-R). Established C-3 zoning districts do exist nearby but are located beyond the boundaries of the Paradis Canal and Bayou Gauche Road and their proximity to residential uses is minimal. This zoning pattern shows an intent to limit the intensity of commercial uses where immediately adjacent to developed residential neighborhoods. **The request does not meet the second guideline.**



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

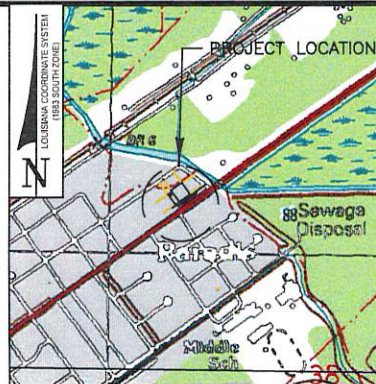
Several uses permitted in the C-3 district would be incompatible with the surrounding neighborhood. Although Highway 90 is a four lane U.S. highway, through Paradis it acts as the main thoroughfare for a developed town with a grid network of streets serving approximately 1,280 residents in 770 households. And the reduced posted speeds, including a school zone, alludes to the lower intensity neighborhood oriented character along this portion of the highway. C-3 zoning and uses, which includes wholesale, warehousing, manufacturing and fabrication, and various trades are not compatible with the residential community of Paradis or with the neighborhood commercial found within this portion of the highway, which includes retail stores, restaurants, offices, gas stations, minor auto repair, and hotels. **The request does not meet the third guideline.**

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

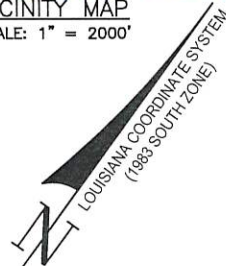
**Denial, due to not meeting any of the rezoning criteria.**

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

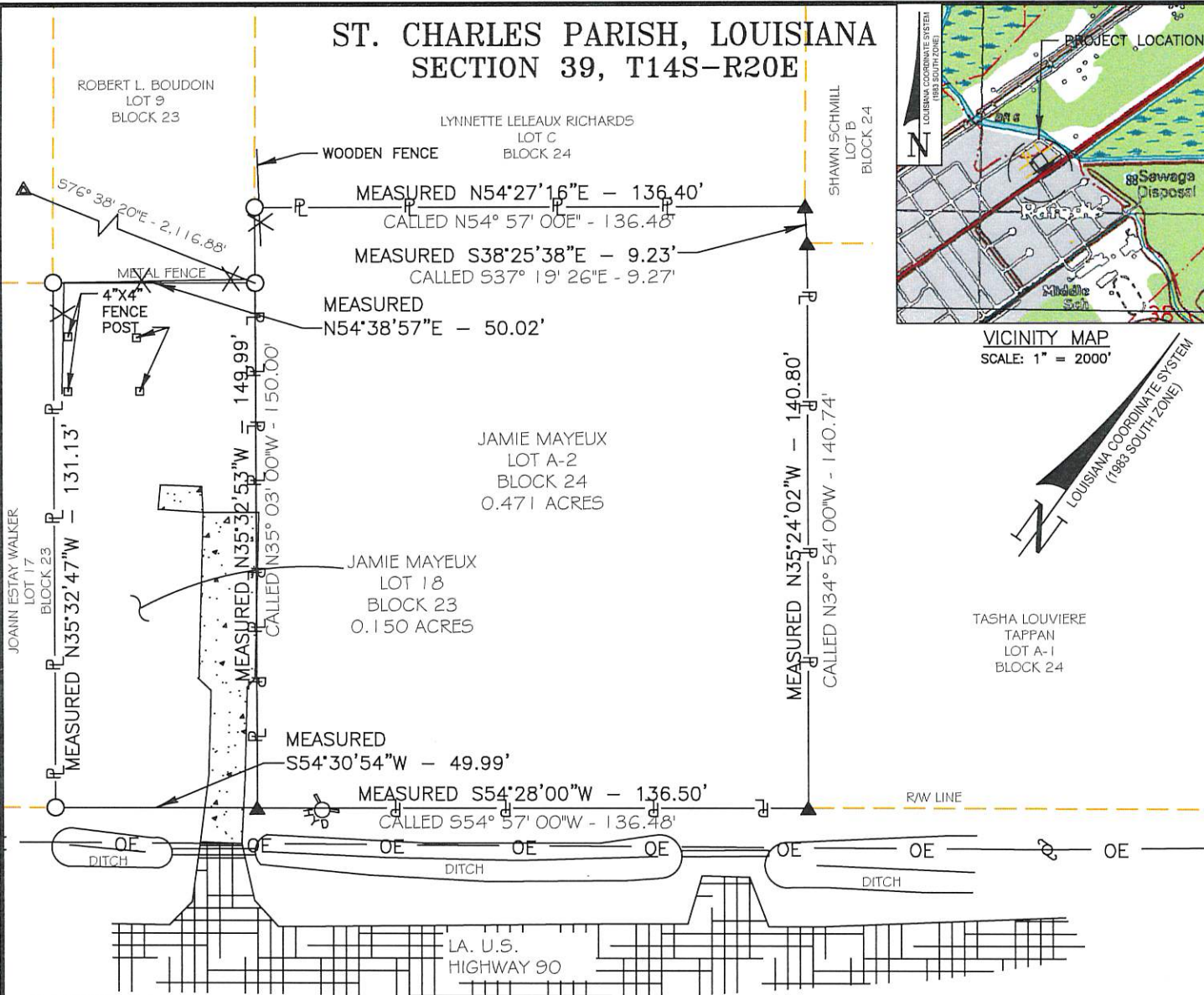
# ST. CHARLES PARISH, LOUISIANA SECTION 39, T14S-R20E



VICINITY MAP  
SCALE: 1" = 2000'



TASHA LOUVIERE  
TAPPAN  
LOT A-1  
BLOCK 24



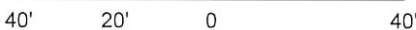
**REFERENCE MAP:**

- Map entitled "RESUBDIVISION OF LOT A, BLOCK 24 TOWN OF PARADIS INTO LOTS A-1 AND A-2 IN SECTION 39, T14S - R20E ST. CHARLES PARISH, LOUISIANA" by Lucien C. Gassen, Dated October 1, 1992.

**LEGEND:**

- OE— DENOTES POWERLINE
- x- DENOTES FENCE LINE
- P- DENOTES PROPERTY LINE
- - - DENOTES ADJACENT PROPERTY
- ⊗ DENOTES FIRE HYDRANT
- DENOTES SET 3/4" REBAR.
- ▲ DENOTES 5/8" REBAR FND.
- × DENOTES 1 1/2" GIP FND.
- ⊕ DENOTES POWER POLE
- DENOTES CONCRETE
- DENOTES ASPHALT
- ▲ DENOTES MONUMENT TT 13 F

GRAPHIC SCALE



APPROVED:

*Mitchell L. McDonald*  
MITCHELL L. McDONALD, P.L.S.  
LA. LAND SURVEYOR REG. NO. 5287

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSEING SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

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

DATE OF FIELD SURVEY: 12/05/2022

THIS TRACT IS LOCATED IN ZONE X AS SHOWN ON THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 220160 0125C, DATED JUNE 16, 1992

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.

NO.	DATE	REV. BY:	REVISION

**JAMIE MAYEUX**

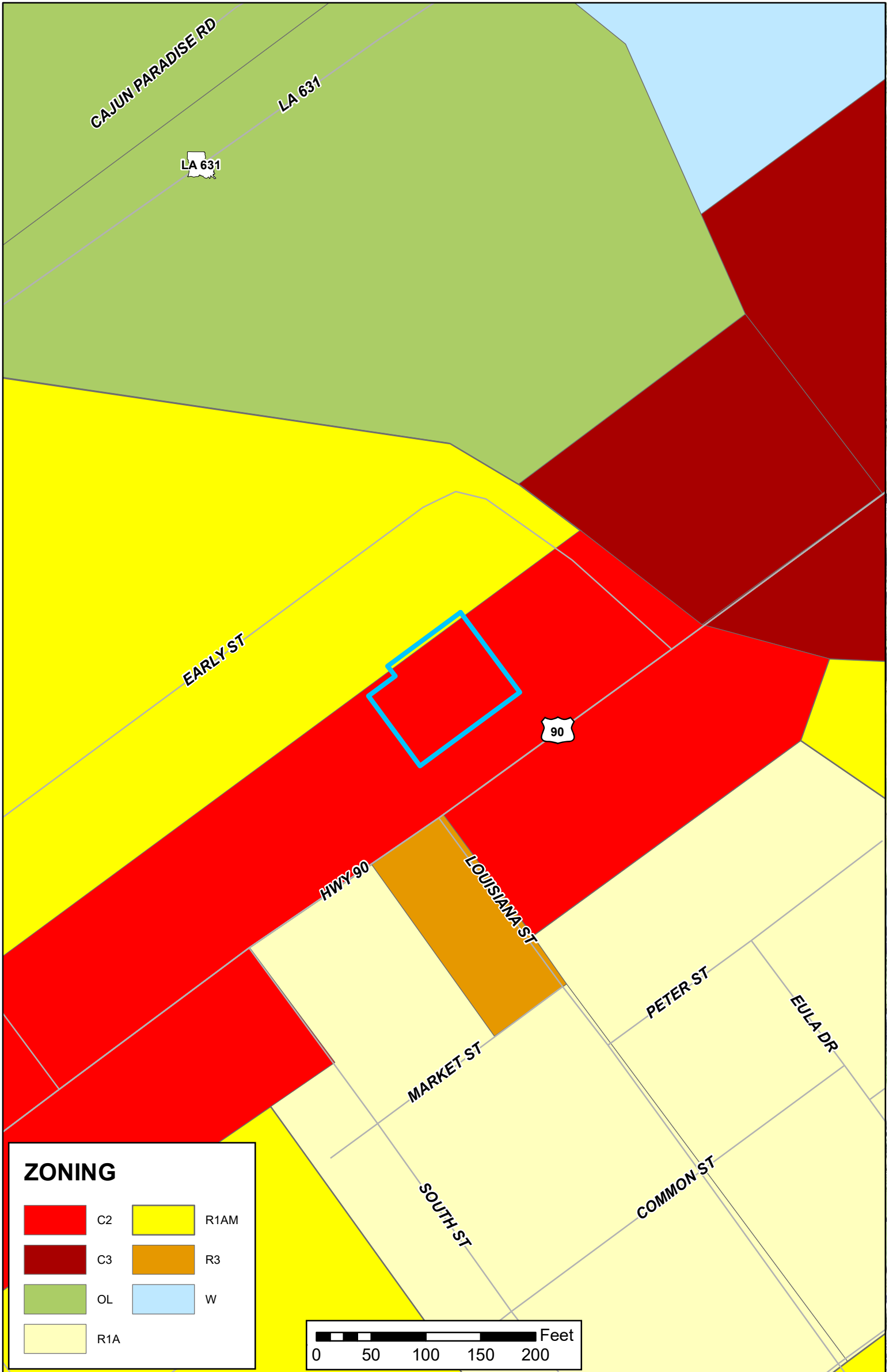
BOUNDARY SURVEY OF  
LOT 18 BLOCK 23 & LOT A-2 BLOCK 24,  
TOWNSITE OF PARADIS SUBDIVISION  
LOCATED IN SECTION 39, T14S-R20E  
ST. CHARLES PARISH, LOUISIANA

DRAWN BY: BAL	SHEET: 1 OF 1
CHKD./APPD. BY: MLM	SCALE: AS SHOWN
UPDATED BY:	DATE: 12/06/22
DATA BASE:	JOB NO. 14774-00
MPH CAD FILE: 14774BNY001A0.DWG	







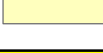
2023-2-R  
Rezone: C-2 to C-3

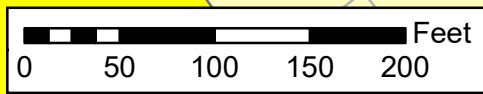


2023-2-R  
Rezone: C-2 to C-3

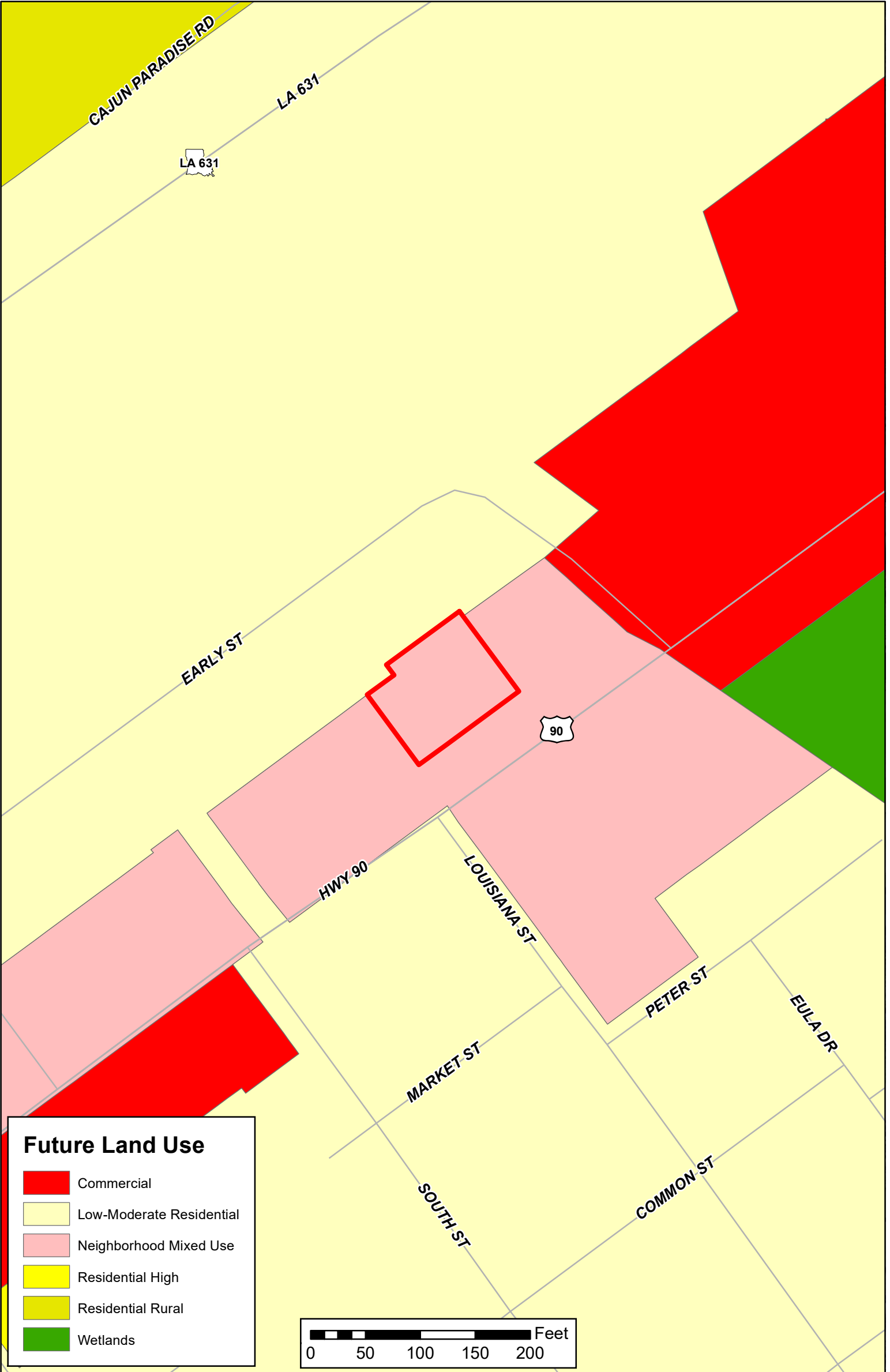


**ZONING**

	C2		R1AM
	C3		R3
	OL		W
	R1A		



2023-2-R  
Rezone: C-2 to C-3



Next meeting = Jan. 5  
Deadline = Dec. 6



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

Permit/Case #:	<u>2023-2-R</u>
Receipt #:	_____
Application Date:	<u>1/31/23</u>
Zoning District:	<u>C-2</u>
FLUM Designation:	_____
Date Posted:	_____

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

Fee: \$40 - \$200

Applicant: Ricardo Quiroz

Home address: 311 West Layella dr. Kenner, La. 70065

Mailing address (if different): Same

Phone #: 504-331-4818 Email: gautomotive, llc@gmail.com

Property owner: Quinton Mayeux / # (504) 415-3042 / 116 Bayou Est. S. Dr. Resallemands LA 70030

Municipal address of property: 14910 Hwy 90 Paradis, LA. 70080

Lot, block, subdivision: LOT A-2 Block 24

Change of zoning district from: C-2 to: C-3

Future Land Use designation of the property: Used car lot (need C-3)  
(A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

Describe how you plan to use the property if the rezoning is granted: to sell used cars

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

There is Dollar General, a Real Estate Office, and a Chevron gas station across the Hwy. On one side is a tree line and a house to the other side is 2 empty lots and the Mummy's Dinner. To the back side is a house and lot. The area is already 50% Commercial.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary? Yes  
See attached yellow highlighted section [III.] C-2 General Commercial district - Retail sales: #1, C., #4 and continue on to [IV.] C-3 Highway Commercial district - Wholesale and retail sales: #1, a., #4

How does your proposed use of the property comply with the Future Land Use designation for the property? This area is heavily traveled with a mixture of businesses and residents. The Paradis Strip or Hwy 90 (from traffic light at 306 to pump Canal) has gas stations, restaurants, fast food, school, heavy equipment rental, hotel, dance company, apartments, church, etc. Used Car Sales will just add to the multitude of conveniences of the town.

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.  
All the uses listed will just add to the existing conveniences of the multitude of businesses available in this area.



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0069    **Version:** 1    **Name:** R-1A to O-L approx 3.6 acres and consist of port. of Lot A.R.-1 shown map of the Nina Champagne Tract - R.P. Bernard, PLS, an undesig. 78ft. by 800ft., 141 Crooked R. Ln., Ama, approx 1.5 acre undesign. port. Nina Champ. Tract, req. by Brennen/M. Friloux

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to O-L totaling approximately 3.6 acres and consisting of a portion of Lot A.R.-1 as shown on the resubdivision map of the Nina Champagne Tract by R.P. Bernard, PLS dated August 25, 2007, an undesignated 78 ft. by 800 ft. portion of the former Nina Champagne Tract, municipal address 141 Crooked R. Lane, Ama, and an approximately 1.5 acre undesignated portion of the former Nina Champagne Tract including a portion of Crooked R. Lane, as requested by Brennen and Melissa Friloux.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0069 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0069 Minutes](#)  
[2023-0069 Staff Report](#)  
[2023-0069 Survey \(partial\)](#)  
[2023-0069 AERIAL](#)  
[2023-0069 ZONING](#)  
[2023-0069 FLUM](#)  
[2023-0069 Application Page 1](#)

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
3/27/2023	1	Parish President	Introduced	
3/2/2023	1	Department of Planning & Zoning	Recommended	Approval
3/2/2023	1	Planning Commission	Recommended	Approval
1/30/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-3-R requested by Brennen & Melissa Friloux for a change of zoning from R-1A to O-L on approximately 3.5 acres on and adjacent to Lot A.R.-1, 141 Crooked R Lane, Ama. Council District 2.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.



**2023-3-R requested by Brennen & Melissa Friloux for a change of zoning from R-1A to O-L on approximately 3.5 acres on and adjacent to Lot A.R.-1, 141 Crooked R Lane, Ama. Council District 2.**

**Chris Welker** – Yes this is another rezoning where two of the three rezoning criteria need to be met in order to receive a recommendation of approval from the department, we found this request meets the second and third guidelines. It meet the second guideline much as the same reason as the first request for OL right up the road from this, this Crooked R Lane is another private road off of River Road in Ama which gives access to a number of properties that lack actual public development street frontage we found this lay out and this arrangement to be more appropriate and legally permitted in OL zoning district unlike the R1A district which if you doing new development there you really need to develop an actual street with frontage so for that reason we found the request meets the second guideline. And we found the request meets the third guideline because the use is permitted in the OL zoning district which I mention earlier has single family houses, and mostly agricultural type uses would fit within the appropriate within this existing neighborhood character along and around Crooked R Lane that specifically includes a few large tracts of open ground, residential dwellings on larger than normal lots and including other large uses such as a church, cemetery adjacent and the property itself has a few agricultural open land like structures on it mainly for the use of keeping horses. So, we found the third guideline is met and the department recommends approval.

**Applicant-** Brennan Friloux 225 Lake Catherine Dr. Luling. Um pretty much I bought this property 2 ½ years ago it's kinda odd shape, they got a piece of land (inaudible) and it opens up and it's like 20 something acres, it's a big piece of land. When I bought it they had a guy with a trailer that was living in it and he has a meter, so you can't add another meter to this lot but I have a six stall barn, I have a big metal building and I can't do nothing with it. All I do now is in the metal building I have a tractor, I bought a brand new tractor but I can't put power to it because the guy in the front has the meter, me and my kids hunt in the back we don't do nothing crazy, if I would ever want to put a trailer I can't do it, you know it's just multiple reasons, it's kinda like I can't do nothing with it really. I would like to get a meter there first so I can put power to the metal building, I have a welding machine I can't do nothing with it, it's just I need to get power, if I ever want to put a trailer there and live there I can't do that and everything around it's like chickens, the guy next door that was just approved for that he wants to put a barn and I already have a barn, that I can't, I just need power really is the main thing.

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

**Commissioner Petit** – We do have three letters of opposition from neighbors from 162 Crooked R Lane in Ama, this one doesn't have an address, we do have three letters of opposition from neighboring homeowners. Any other calls or anything.

**Chris Welker** – We did receive questions from another property owner on Crooked R they were kinda questioning the area of the rezone and it was kinda more of ownership and who owns what. Based on what we have available to us we find the area of the rezone to be correct any

other information would have to be sorted out with the applicant, the information we have indicates the subject area is right.

**Commissioner Petit** – Sounds good, so if Mr. Friloux were to put a trailer that would not require a resubdivision, it would require a permit, required to meet setbacks and stuff, but it would not require a resubdivision. Right?

**Chris Welker** – Right, so right now the area is showing actually three separate parcels and that's how it's described in their deed as three actual separately described pieces of ground, so he could put a trailer technically on each one without having to subdivide and then the OL zoning does have like permitting for multiple dwellings on one property but there are restrictions about being for family, non-rental basis and stuff like that so he can't throw a bunch of trailers out there for anyone to use.

**Commissioner Petit** – Any further questions.

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

YEAS: Keen, Frangella, deBruler, Ross, Price, Petit, Krajcer, Jr.

NAYS: None

ABSENT: None

**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-3-R

### APPLICATION INFORMATION

- **Submittal Date:** 1/30/23
- **Applicant / Property Owner**  
Brennen & Melissa Friloux  
225 Lake Catherine Drive  
Luling, LA 70070  
(504)-559-0565  
frilouxventures@gmail.com
- **Request**  
Change of zoning from R-1A, Single Family Residential Detached Conventional Homes – Medium Density to O-L, Open Land

### SITE INFORMATION

- **Location**  
141 Crooked R Lane, Ama; Lot A.R.-1
- **Size**  
Approximately 156,816 sq. ft. (3.6 acres)
- **Current Use**  
The site is developed with multiple barn structures and associated facilities for the keeping of horses.
- **Surrounding Zoning**  
R-1A zoning is located to the River Road and Lemoine Lane sides; R-1A(M) zoning is located to the Robert Street side; O-L zoning is located to the rear.
- **Surrounding Uses**  
The area is developed primarily with a mix of site-built and manufactured homes along private roads. Other abutting uses include a church and associated cemetery, and undeveloped land.
- **Zoning History**  
The existing R-1A zoning was established as a result of the 2008 Ama Land Use and Zoning Study (PZR-2008-14, Ord. 08-9-10, Section III.B).
- **Future Land Use Recommendation**  
*Low-to-Moderate Residential – Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections. (over six dwellings per acre)*  
  
*Recommended Zoning Districts: R-1A (6,000 sf. min. lot size), R-1B (10,000 sf. min. lot size), R-1AM (accessory units and individual mobile homes)*
- **Traffic Access**  
Access is provided through Crooked R Lane, an aggregate private drive measuring approximately 10 ft. wide and connecting to River Road.

▪ **Utilities**

GIS data does not show sewer or water facilities on Crooked R Lane. Existing development is likely serviced through private facilities, and any new utility extensions or connections must come at the owner or developers expense.

**APPLICABLE REGULATIONS**

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

[I.] *O-L. Open Land District:*

*Policy statement:* This district is composed mainly of large open unsubdivided land that is vacant or in agricultural, forestry or residential use. The regulations are designed to protect the open character of the district, and to allow residents to retain their traditional ways of living, by prohibiting the establishment of scattered business, industrial and other uses that are unrelated to any general plan of development and that might inhibit the best future utilization of the land. It is intended that land in these districts will be reclassified to its appropriate residential, commercial or industrial category in accordance with the amendment procedure set forth in the St. Charles Parish Code.

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Farming.
    - (2) Animal husbandry.
    - (3) Farm family dwellings.
    - (4) Tenant dwellings.
    - (5) Site-built, single-family detached dwellings.
    - (6) Additional dwellings for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (7) Manufactured housing.
    - (8) Mobile homes.
    - (9) Accessory buildings.
    - (10) Family subdivisions, provided that they conform to the St. Charles Parish Subdivision Regulations [appendix C].
    - (11) Farmer's market, provided that the criteria outlined in Special Provisions [subsection 3] is met.
    - (12) Any permitted uses under subsection 1.a. items (1) through (9) on a lot or property without frontage provided that a permanent right of passage to access the structure exist or is provided for, is recorded into the deed of the property, and is filed with the Clerk of Court.
    - (13) Lawn Care Service subject to the requirements of Section VII.
    - (14) Historic Home Site Bed and Breakfast.
  - b. Special exception uses and structures include the following:
    - (1) Religious institutions.
    - (2) Golf courses and golf practice ranges.
    - (3) Public parks and recreational areas.
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private academic institutions (trade, business and industrial schools shall be located in the appropriate commercial or industrial zoning district).
    - (3) Cemeteries and mausoleums, provided that they meet the criteria outlined in Special Provisions [subsection 3].
    - (4) Extraction of oil and gas, minerals and other natural resources provided that criteria set forth by the St. Charles Parish Coastal Zone Management Section of the Planning and Zoning Department are met.
    - (5) Public stables and kennels.
    - (6) Cellular installations and PCS (personal communication service) installations.
    - (7) 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.
    - (8) *Reserved.*
    - (9) Fire stations with or without firefighter training facilities.
    - (10) Nonresidential accessory buildings.
    - (11) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.
2. Spatial Requirements:
  - a. Minimum lot size shall be twenty thousand (20,000) square feet; minimum width fifty (50) feet. (Ord. No. 07-1-6, § II, 1-8-07)
  - b. Minimum yard sizes:
    - (1) Front—Thirty-five (35) feet.
    - (2) Side—Ten (10) feet.
    - (3) Rear—Twenty (20) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings: Minimum rear and side setbacks shall be ten (10) 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 the required front or rear yard.
3. Special Provisions:
  - a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsub- divided property referred to in 1, a(11) above, will be permitted at the rate of one (1) dwelling unit for each ten thousand (10,000) 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 Housing Installation in Flood Hazard Areas*.
  - c. 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.
  - d. Farmer's market:
    - (1) All products must be sold on the premises on which they were grown or produced, from either a truck, stand, display table, or other means of display which has been inspected and approved by the Parish Health Unit.
    - (2) No structure, vehicles or signs may be located closer to any property line than the general setback requirements of the O-L District with the exception of one (1) on-premises sign which contains the name of the market. This sign shall be located approximate to the entrance drive directing attention to the market. The sign shall conform with acceptable commercial standards regarding quality and aesthetics. No temporary signs will be allowed. If the sign is to be illuminated, lighting shall be arranged as not to interfere with traffic safety or cause a nuisance to abutting properties.
  - e. Cemeteries and mausoleums:
    - (1) All cemetery or mausoleum sites must have a minimum street frontage of one hundred (100) feet.
    - (2) All cemetery or mausoleum sites must have a fence or screen planting six (6) feet high along all property lines adjoining all districts.
4. Prohibited Use: Medical waste storage, treatment or disposal facilities.

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

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

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

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

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

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

<b>REZONING GUIDELINE &amp; CRITERIA EVALUATION</b>
---

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

The subject site is within an area designated *Low-Moderate Residential*, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts, but also includes duplexes, zero lot line homes, and townhomes. The request would not be considered a spot zone, but the proposed O-L zoning does not conform to the land development pattern established by the Future Land Use Map. **The request does not meet the first guideline.**

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

The existing R-1A zoning was changed from R-1A(M) based on findings from the 2008 Ama Land Use and Zoning Study (Ord. 08-9-10). Conclusions detailed in the study found residents wanted to maintain the rural nature of the area, reduce the permitting of new manufactured home sites, and create more opportunities to develop new site-built homes.

The subject site consists of three continuous tracts located on Crooked R Lane, which is an approximately 10 ft. to 14 ft. wide aggregate drive held in private ownership. Similar access arrangements can be found in this area where changes to R-1A occurred, including Lemoine Lane, Vernons Lane, and Agnes Lane (adjacent Robert Street has a similar development pattern but retained its R-1A(M) zoning). This development pattern has remained unchanged since 2008 and the R-1A zoning is not appropriate for an area where most of the existing lots and/or development lack public street frontage. The permitting of manufactured homes in the O-L district conflicts with one of the primary goals of the 2008 study, but it would be a more reasonable zoning district for an area which has retained its “rural nature” and is not conducive to the type of development expected in the R-1A district. **The request meets the second guideline.**

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

The O-L district primarily permits single family dwellings (site-built and manufactured) and/or agricultural uses. Development on Crooked R Lane and adjacent Robert Street contains a mix of both site-built and manufactured homes, and the existing pattern of residential development is mostly appropriate for and legally permitted in the O-L district. Additional impact to public facilities is not expected. The development permitted in the O-L district requires larger minimum lot sizes resulting in a reduced development density compared to that of the existing R-1A zoning. **The request meets the third guideline.**

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

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

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

**While the subject area exceeds 3 acres, staff do not recommend a corresponding change to the Future Land Use Map from Low-to-Moderate Residential to Rural Residential.**

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon 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:

*Patricia C. Poehi*  
 CHAIRMAN, PLANNING AND ZONING COMMISSION

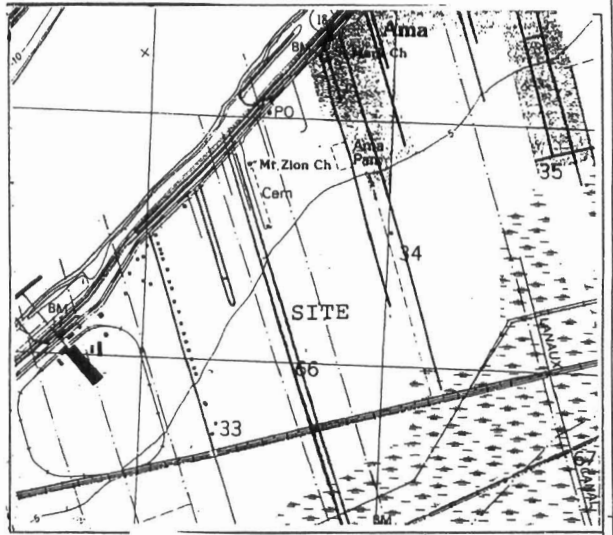
*Wesley*  
 ST. CHARLES PARISH PRESIDENT

*Dennis*  
 CHAIRMAN, COUNCIL

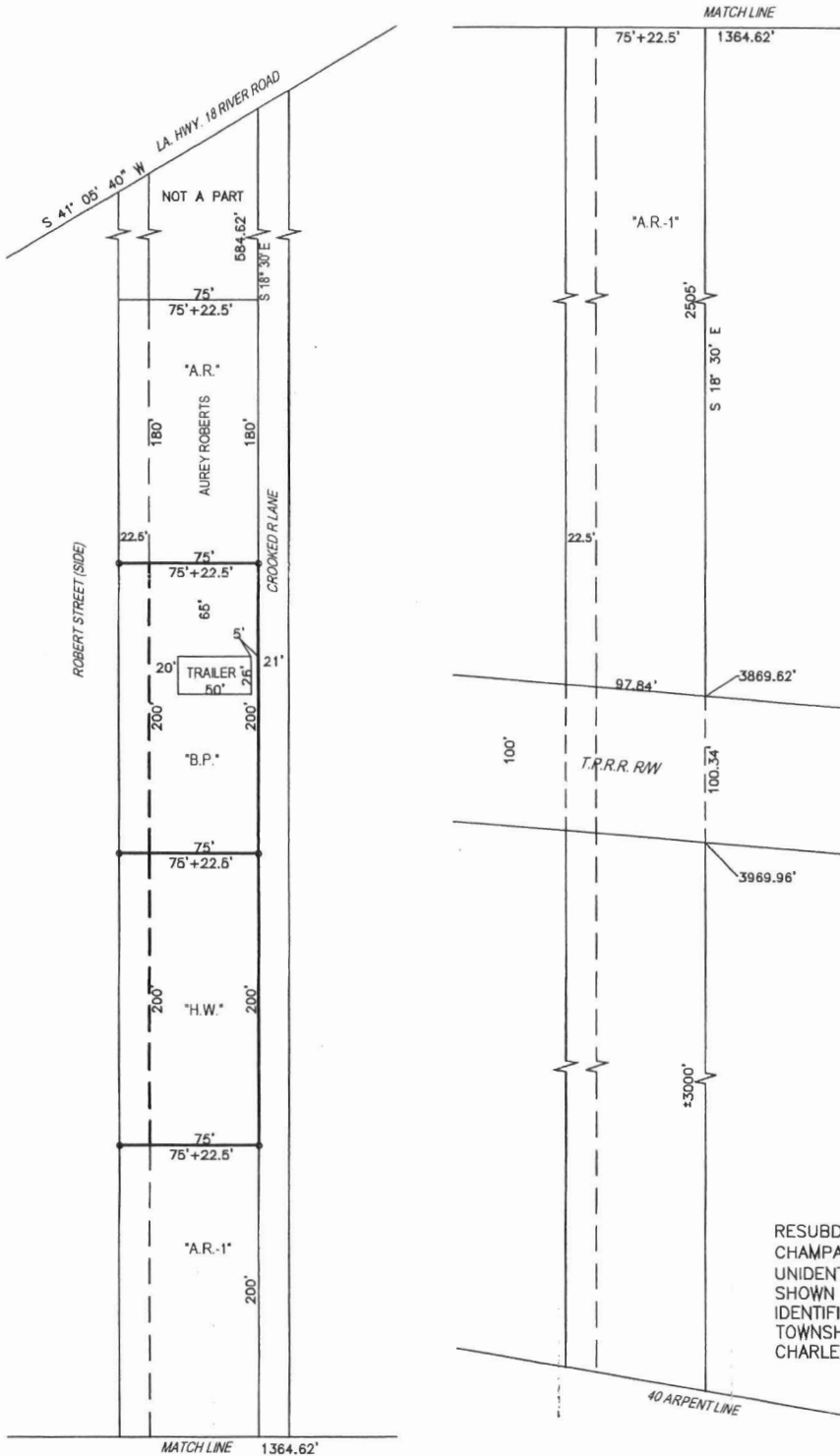
3/31/08  
 DATE

3-26-08  
 DATE

3/24/08  
 DATE



VICINITY MAP  
 SCALE: 1" = 2000'



Recorded in The Clerk of Court's Office  
 St. Charles Parish on the 1 day of  
April 2008, in Book 711  
 Folio 254, Entry # 341202

RESUBDIVISION OF A PORTION OF THE "NINA CHAMPAGNE TRACT" UN-NUMBERED AND UNIDENTIFIED PORTION OF A 22.5' STRIP INTO LOTS SHOWN AS A.R., B.P., H.W., AND A.R.-1 FOR IDENTIFICATION PURPOSES LOCATED IN SECTION 66 TOWNSHIP 13 SOUTH, RANGE 21 EAST AT AMA, ST. CHARLES PARISH, LA.

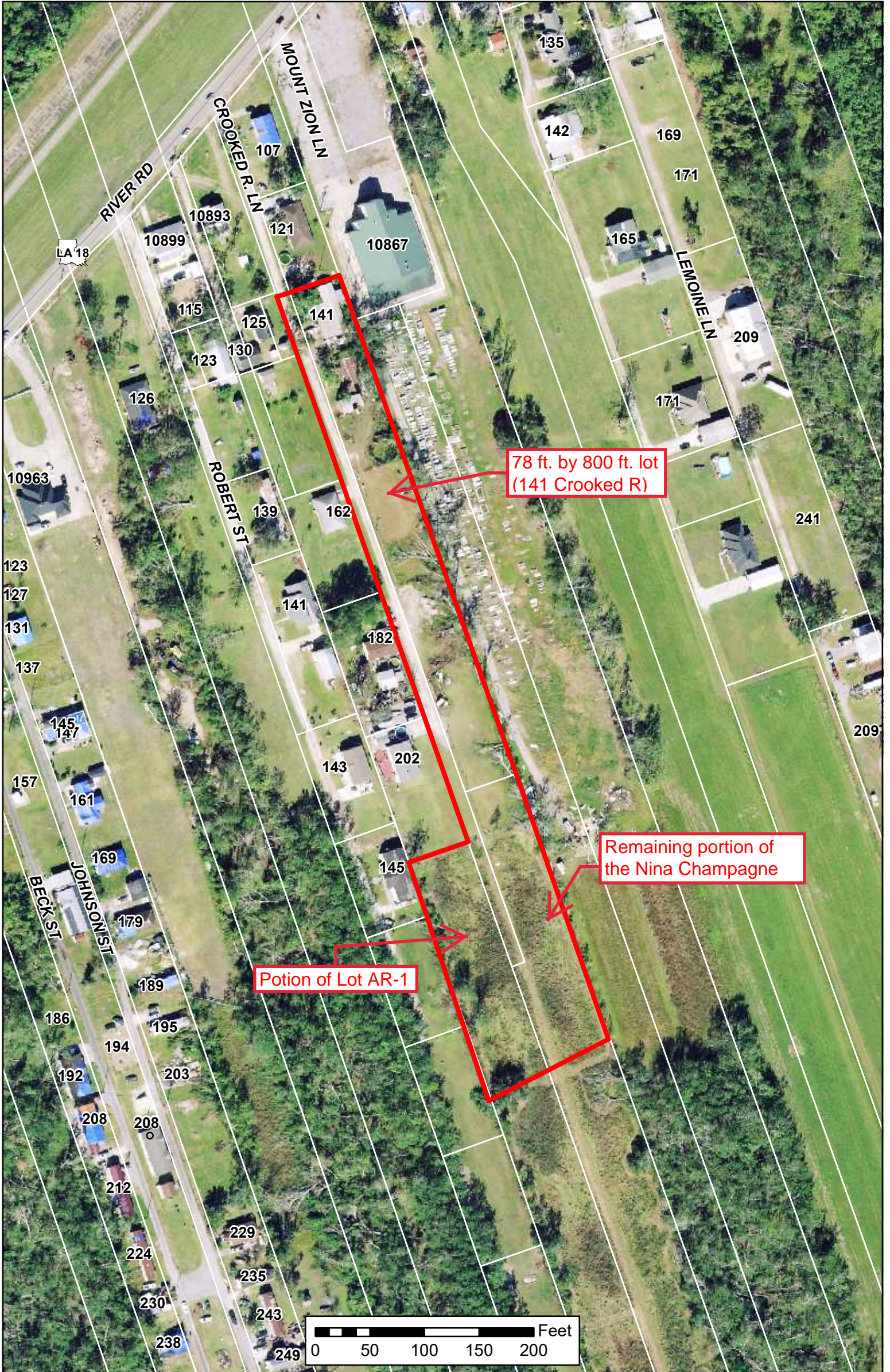
THIS SURVEY WAS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND CONTROL.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.

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

FILE #	06S006-5
SCALE:	1"=100'
DATE:	8/25/07

2023-3-R  
Rezone: R-1A to O-L





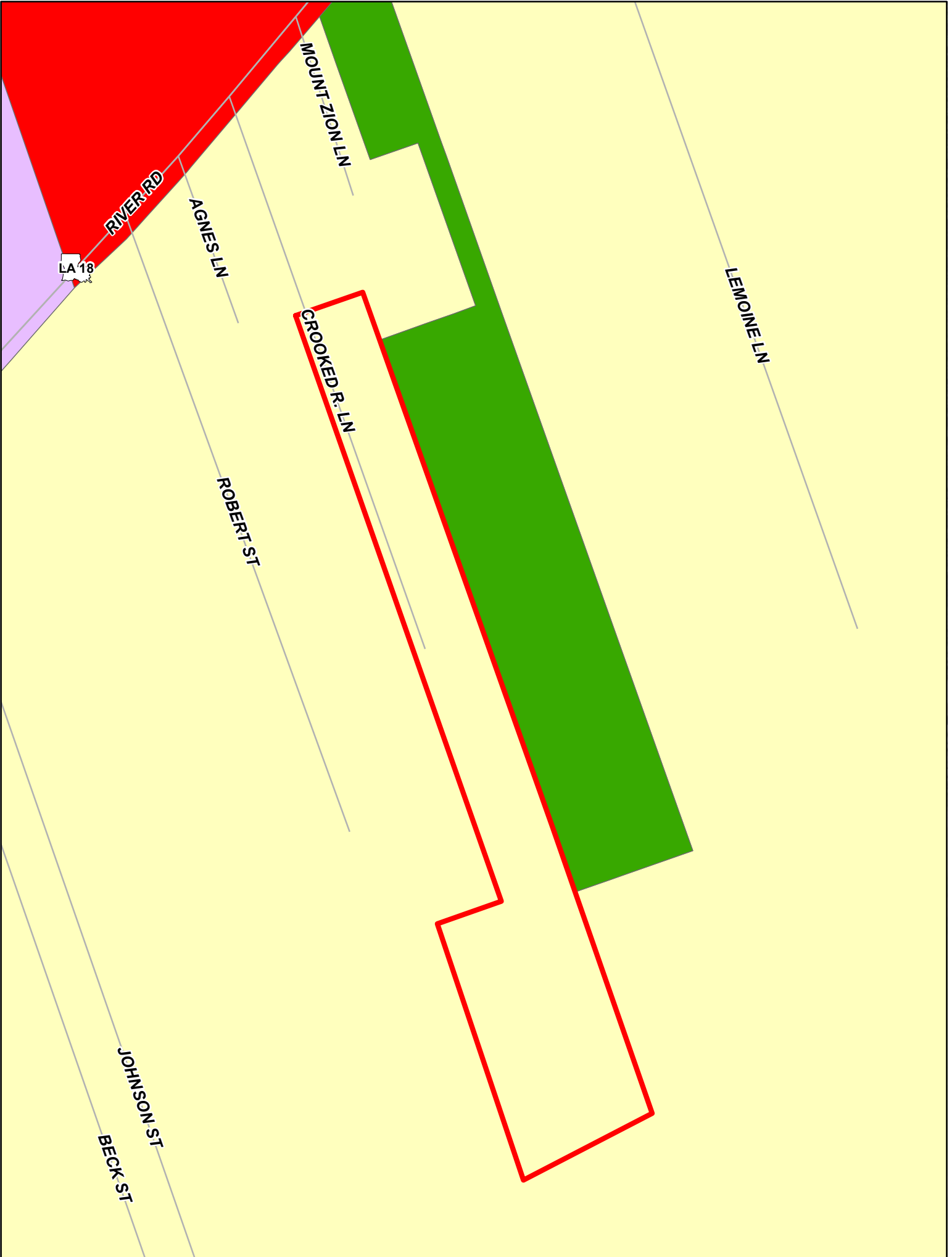
2023-3-R

Rezone: R-1A to O-L







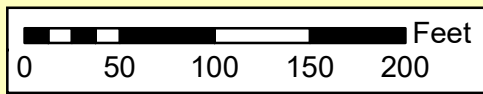
2023-3-R

Rezone: R-1A to O-L



**Future Land Use**

-  Commercial
-  Industrial
-  Low-Moderate Residential
-  Wetlands





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

Permit/Case #:	2023-3-R
Receipt #:	10100918
Application Date:	_____
Zoning District:	_____
FLUM Designation:	_____
Date Posted:	_____

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

Fee: \$40 - \$200

Applicant: Brennen + Melissa Filoux

Home address: 225 Lake Catherine Dr Luling LA 70020

Mailing address (if different): \_\_\_\_\_

Phone #s: 504 559-0565 Email: \_\_\_\_\_

Property owner: Brennen + Melissa Filoux

Municipal address of property: 107 Crooked River

Lot, block, subdivision: Lot 1 Block 3 Section 66 T13S R21E Lot 1A1F

Change of zoning district from: RIA to: DL

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

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

Describe how you plan to use the property if the rezoning is granted: \_\_\_\_\_  
Shop with power small animals, trailer

\_\_\_\_\_

\_\_\_\_\_

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

church grave yard, white chern

\_\_\_\_\_

\_\_\_\_\_

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

my property has a six stall barn

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0070    **Version:** 1    **Name:** C-2 to C-3 appr. 9,104 sq.ft. front port. of Lot P-A, from C-2 & C-3 to M-1 on appr. 25,462 sq.ft. rear port. of Lot P-A /Tract 33-A, Almedia Plant. shown on survey by C. A. DiMarco, PLS, 10436 Airline Dr, St. Rose, req. by C. Frey behalf Elitestor, LLC

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on approximately 9,104 sq. ft. of the front portion of Lot P-A, and from C-2 and C-3 to M-1 on approximately 25,462 sq. ft. of the rear portion of Lot P-A and all of Tract 33-A, Almedia Plantation as shown on the survey by Cody A. DiMarco, PLS dated December 14, 2022, municipal address 10436 Airline Drive, St. Rose, as requested by Conrad Frey on behalf of Elitestor, LLC.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0070 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0070 Minutes](#)  
[2023-0070 Staff Report](#)  
[2023-0070 Survey](#)  
[2023-0070 AERIAL](#)  
[2023-0070 ZONING](#)  
[2023-0070 FLUM](#)  
[2023-0070 Application Page 1](#)

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
3/27/2023	1	Parish President	Introduced	
3/2/2023	1	Department of Planning & Zoning	Recommended	Approval
3/2/2023	1	Planning Commission	Recommended	Approval
2/7/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-4-R requested by Conrad Frey for Elitestor, LLC for a change of zoning from C-2 to C-3 and C-2/C-3 to M-1 on Lots P-A & 33-A, 10436 Airline Drive, St. Rose. Council District 5.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.

**2023-4-R requested by Conrad Frey for Elitestor, LLC for a change of zoning from C-2 to C-3 and C-2/C-3 to M-1 on Lots P-A & 33-A, 10436 Airline Drive, St. Rose. Council District 5.**

**Chris Welker** – This is another rezoning request which must two of the three criteria to receive approval recommendation from the department, the department finds it meets the second and third guidelines. We found the land use pattern or character of the area has changed that the existing zoning no longer allows reasonable use of the property, and the proposed zoning does, right now the property zoned, it's split zoned about three different ways so the front portion is, actually it's currently split zoned between two different commercial zoning districts, C2 & C3. The front portion is used as a convenient store right now and it's within that C2 zoning but the remainder of the property being zoned C2 and C3 with the way it is kind of thin up front and then kind of expands back with no real visibility or frontage on the road way we find that the commercial zoning which the uses there kind of benefit being visible and being accessible from the road way with a parking lot and all that stuff doesn't necessarily fit with how this lot is laid out so the proposed M1 zoning which usually has uses which that don't need public facing which would kind of more appropriate setback from the road way the M1 zoning located changing the C2 and C3 zoning on the back portion to M1 would be more appropriate this also goes along with a lot of changes that accrued over the years in this area of Airline Dr. in St. Rose where there have been a number of request to change zoning to M1, a lot of the corridor is M1 now and that's all been through several different rezoning request that have been approved, so there has been a change on going over the past decade plus and more than that, and so the request meets the second guideline. We found the request meets the third guideline the uses permitted in M1 district include warehousing, various manufacturing operations, open storage, heavy equipment sales and service which is what exist adjacent to this site and throughout this corridor in St. Rose, so we found the propose zoning would fit the neighborhood character, we do understand that there are adjacent residential uses on Fox Place that directly abuts this property so usually when we see an intrusion industrial zoning approaching residential area we also found that the provisions that would be in there to protect adjacent residences are the same in both commercial and M1 zoning so both districts have buffering requirements and also the M1 district has greater buffer requirements as far as protecting the adjacent residents from whatever might go there compared to the existing commercial zoning we found that is a kind of way to mitigate that conflict there so, we find the third guideline is met and the department recommends approval.

The public hearing was open.

**Denise Wilson** and I'm here with the other three that are sitting. I'm representing my dad who is 89 years old and one of the residents that is buffering this property and these three also has property that buffers that and we just have some concerns. We realize Fox Lane is the only residential property street on the lake side of Airline Hwy. those of us that are here tonight, of couple of us have collectively have close to 200 years living there, my dad bought property there 60 years ago raised my entire family, my brother still lives there next door to my dad, we have someone that has been there 65 years, and Betty has been there 54. And we just have some concerns of what type of manufacturing there going to be doing and how this property will

affect, what will the effects be on the back side, cause literally you walk out my dad's back door and he has a small back yard then there's a ditch and this is where it's going to be. So we would just like to know what's going to be manufactured there and from there we will know what our concerns are as far as business hours, noise regulations, fencing, privacy fencing, we just have some concerns as would anybody living adjacent to something like this. If he could help answer some of these concerns.

**Applicant** – Conrad Frey 275 I- 310 Service Road St. Rose. So they won't be any manufacturing going on there, the back half of the property is gonna be used to store Conex shipping containers, hours of operation are normal business hours 7-5 Monday through Friday, it's a company that is storing them in New Orleans and they just want to get out of New Orleans they just need a piece of ground they will be going in and out containers as they need to but it's nothing emergency really not a whole bunch of traffic the office will be on the front part which is next to the rental company and then I'm going to build a new grocery store and tear the old one down because it's deplorable.

Speaking in the audience and it's inaudible.

**Betty Grass** 827 Fox Lane – Could you repeat what's gonna be done fronting Airline Hwy.

**Mr. Frey** – On Airline Hwy. I'm gonna relocate the store closest to the truck rental place that way I got a straight shot to the back for a driveway and behind that is going to be the office building which is still going to be in the same area at the truck rental place and on the back four acres is going to be storage for shipping containers.

**Ms. Grass** – Will there be a privacy fence? And not a chain link, a privacy fence.

**Mr. Frey** – inaudible

**Ms. Grass** – The property that's already being filled right there is higher.

**Mr. Frey** – responding without the microphone (inaudible)

**Ms. Grass** – And you will be able to still maintain that drainage ditch.

**Mr. Frey** - responding without the microphone (inaudible)

**Ms. Grass**- It's never been that way and I have been there since 69 and it has never ever been cleaned and clear all the way like that before, since I been there.

**Mr. Frey** – I did that.

**Ms. Grass** – And there won't be any strange odors.

**Mr. Frey** – I mean it's shipping containers (inaudible)

**Commissioner Petit** – One second, Michael.

**Michael Albert** – The new proposed zoning has restrictions on any kind of order or any business activities that would present the kind of concerns your worried about. Also right now there is no protection on your property versus theirs the rezoning would take away the grandfather status that would require them to come up to the current code. The propose zoning will give you better protection than you currently have.

**Ms. Wilson** – The question they wanting to be asked is if we change the zoning now and it becomes manufacturing and we ok with storage containers if he sells in 10 years can it then become some type of manufacturing that comes in with something totally different that could possibly be more of concern to us than just empty storage containers.

**Michael Albert** – It could change, but there is also a list of things that it is limited to. Mr. Albert shows Ms. Wilson a copy of the agenda.

**Ms. Wilson** – So we could get a copy of this.

**Commissioner Petit** – Yes there is a copy online.

**Ms. Wilson** – And the only other question was we understand your going to put a privacy fence but since that property is higher is the privacy fence going to be on the higher property or the lower, we just want to make sure it's on the lower you will be able to look over and still see into their back yards, so it's gonna be on the higher.

**Mr. Frey** – Stated yes.

**Ms. Wilson** – I know what he is asking, I'm sorry. If it's on the higher then there is gonna be a piece of land and it's gonna be between him and the home owners, whose responsibility is it to keep that clean, the ditches.

**Ms. Grass** – How will the change in the zoning affect our property value?

**Commissioner Petit**- That's not something we can answer, sorry.

**Ms. Grass** – Well who could give me an answer.

**Commissioner Keen** – Responded without the mic on.

**Commissioner Frangella** – I'd only recommend you have that copy and if you look what's in C2 and C3 and M1 and base it on any of those (inaudible)



**Mr. Frey** – I'm just gonna make this last comment I have a piece of property down the road that use to flood by the Turtle Pond area and since I developed it, it don't flood anymore because I like everything I owned maintained properly and kept up and the service road use to flood I drained that whole service road at my expense, cleaned the ditches I maintain the ditches, so once, well now that I have the property if I'm able to do what I want I'll make sure everything drains.

**Donald McMillian** 817 and 820 Fox Lane – My question was if they put the fence from the higher property and I put a fence on my property line I'm gonna have a 15 ft. area that is a ditch besides keeping the word drain we don't want a bunch of brush and trees grow up like it has been in the past. Is that going to be up to you to maintain and keep cleaned out?

**Mr. Frey** – So my fence will be on the property line and you will have positive flow from there after that I'm gonna maintain my side property and you will have to maintain your side the property. I will build a chain wall in order to contain my dirt in before I start with the fence cause I'm not gonna have a wooden fence there because within a year of dirt up against it water and all that stuff I'll have to keep repairing it so once I put the fence it will either have a chain wall or drive sheet piles in order to contain the higher part of the dirt and the fence will go on top of that.

Public hearing is closed.

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

YEAS: Keen, Frangella, deBruler, Ross, Price, Petit, Krajcer, Jr.

NAYS: None

ABSENT: None

**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-4-R

### APPLICATION INFORMATION

- **Submittal Date:** 2/7/23
- **Applicant / Property Owner**  
Conrad Frey  
Elitestor, LLC  
141 I-310 Service Road  
St. Rose, LA 70087  
(504)-452-1337  
cfrey@threecs.biz
- **Request**
  - Change of zoning from C-2, General Commercial District – Retail Sales and C-3, Highway Commercial District – Wholesale and Retail Sales to M-1, Light Manufacturing and Industry
  - Change of zoning from C-2, General Commercial District – Retail Sales to C-3, Highway Commercial District – Wholesale

### SITE INFORMATION

- **Location**  
10436 Airline Drive, St. Rose; Lot P-A & Tract 33-A, Almedia Plantation
- **Size**  
In total the site consists of 255,668 sq. ft. (5.87 acres). Specifically the request covers the following portions of the property:
  - C-2/C-3 to M-1 on the rear portion Lot P-A & all of Tract 33-A, approximately 246,564 sq. ft. (5.6 acres)
  - C-2 to C-3 on the front portion of Lot P-A, approximately 9,104 sq. ft. (0.20 acres)
- **Current Use**  
Lot P-A is developed with a convenience store and warehouse. Tract 33-A is vacant and cleared.
- **Surrounding Zoning**  
R-1A(M) zoning is located to the Fox Place side; C-3 zoning is located to the Fox Place side and rear; M-1 zoning is located to the front and I-310 side.
- **Surrounding Uses**  
A commercial truck storage yard and single family homes are adjacent to the Fox Place side; a construction equipment sales and service business and liquid nitrogen transportation business is adjacent to the I-310 side; a vacant convenience store is located to the front across Airline Drive.
- **Zoning History**  
The C-2 and C-3 districts were established in 1981.
- **Future Land Use Recommendation**  
*Business Park – This category provides for the development of planned business, office, technology, warehouse and research activities, as well as related ancillary uses, such as shipping offices, office supply, services, hotels and restaurants. Business parks should incorporate design standards such as screening, landscaping and site location criteria.*

▪ **Traffic Access**

Lot P-A has 100 ft. of frontage on Airline Drive where access is provided from an existing concrete driveway. Tract 33-A does not have frontage on a public street and utilizes Lot P-A for access to Airline Drive.

Any improvements made on Lot P-A that involves Tract 33-A will require an administrative resubdivision combining both properties into a single development site.

▪ **Utilities**

Standard utilities are located along Airline Drive, including water and sewer along the front of Lot P-A.

Improvements will warrant additional drainage review during the permit process.

<b>APPLICABLE REGULATIONS</b>
-------------------------------

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

[IV.] C-3. *Highway commercial district*—Wholesale and retail sales:

1. Use Regulations:

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

- (1) All uses allowed in the C-2 District.
- (2) Commercial auditoriums, coliseums or convention halls
- (3) Retail manufacturing
- (4) Automobile sales and service
- (5) Wholesale uses
- (6) Warehouses (less than 10,000 sq. ft.)
- (7) Bus, railroad, passenger and truck terminals (without video poker gaming facilities)
- (8) Bottling works
- (9) Dog pound
- (10) Building supply
- (11) Heating and air conditioning service
- (12) Plumbing shops
- (13) Automotive repair, minor and major
- (14) Glass installation
- (15) Fabrication of gaskets and packing of soft metal material
- (16) Creameries
- (17) Parcel delivery service
- (18) *Reserved.*
- (19) Frozen food lockers
- (20) Public stables
- (21) Bulk dairy products (retail)
- (22) Animal hospitals
- (23) Gymnasiums
- (24) Sheet metal shops.
- (25) Upholstery
- (26) Other uses of similar intensity
- (27) Customary accessory uses incidental to the above uses when located on the same lot.

b. Special exception uses and structures:

- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.

c. Special permit uses and structures include the following:

- (1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
- (2) R-1A and R-1B uses upon review and approval by the Planning Commission.
- (3) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
- (4) *Reserved.*
- (5) Cellular installations and PCS (personal communication service) installations.
- (6) *Reserved.*
- (7) Warehouses (non-hazardous materials) over ten thousand (10,000) square feet.
- (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 Parish Council.
- (10) Outdoor storage, when accessory to an otherwise permitted use in the district.
- (11) Automobile Fleet Services: Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.

2. Spatial Requirements:
    - a. Minimum lot size: Seven thousand (7,000) square feet, minimum width - seventy (70) feet.
    - b. Minimum yard sizes:
      - (1) Front - twenty (20) feet
      - (2) Side - five (5) feet
      - (3) Rear - ten (10) feet
      - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  3. Transportation System: Arterial, local industrial, rail, water.
  4. Special Provisions:
    - a. Where any commercial use in a C-3 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 unless the Planning and Zoning Department shall require a greater or lesser buffer strip.
- [V.] *Prohibited use:* Medical waste storage, treatment or disposal facilities.

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

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

Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:

- (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
- (2) Minimum lot size of site shall be ten (10) acres.
- (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
  - a) a separate truckers' lounge
  - b) a full-service laundry facility located in a convenient area for truckers' use
  - c) private showers for men and women and not located in an area open to general public restroom facilities
  - d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
  - e) truck scales
  - f) separate truckers' telephones
  - g) permanent storage facilities for fuel
- (4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance.

- (5) *Towing yard.* Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:

- (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
  - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
  - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
  - c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
  - d) All buildings and structures to be located on the site and the required off-street parking layout.
- (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
- (3) Towing yards shall also adhere to state and local licensing requirements.
- (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
- (6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
- (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
- (8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council.
- (9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring.

2. Spatial Requirements:

- a. Minimum lot size: Ten thousand (10,000) square feet.  
Minimum width: One hundred (100) feet.
- b. Minimum yard sizes:
  - (1) Front - twenty-five (25) feet
  - (2) Side - fifteen (15) feet
  - (3) Rear - twenty-five (25) feet.
  - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, not withstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.

3. Transportation System: Arterial, rail, water.

4. Special Provisions:

- a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height.
- b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip.
- c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special

permit as identified in section VI.D.[I]. 1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

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

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

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

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

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

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

### REZONING GUIDELINE & CRITERIA EVALUATION

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

The subject site is within an area designated *Business Park*, which provides for planned developments with office and warehouse space related to various business, technology, and research activities. The designation also takes into account uses intended to supplement industrial parks, such as retail and service shops, hotels, and restaurants. Guidance from the Comprehensive Plan Update advises creating a new zoning district related to this category, with a focus on those uses permitted in the Commercial zoning districts and "some M-1 uses." This indicates M-1 uses should be located in areas designated Business Park in a limited capacity, and the requested change to M-1 does not conform this development pattern. **The request does not meet the first guideline.**

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

The subject site is located on Airline Drive in St. Rose, which has been undergoing a transition from a commercial to an industrial corridor. Since 1982 there have been 13 zoning changes to M-1, Light Manufacturing and Industrial on properties fronting Airline Drive affecting approximately 195 acres of land. A request to M-1 would allow for a more reasonable use of the property that is in line with the industrialization of abutting sites and along Airline Drive in St. Rose as a whole.

Additionally, the most of the existing commercial zoning is found to be unreasonable based on the layout of the subject site. The majority of the commercial zoning is located on the 5.08 acres of Tract 33-A which is located behind Lot P-A and lacks direct frontage on and access to Airline Drive. Commercial uses, especially those permitted in the C-2 zoning district, are most appropriate where street frontage is available, enhancing the visibility and convenience of those business intended to provide services to the general public. The rezoning would address this issue by establishing M-1 zoning where it is more appropriate in the rear while retaining a portion of commercial zoning in an area that is directly accessible and visible from Airline Drive. **The request meets the second guideline.**

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

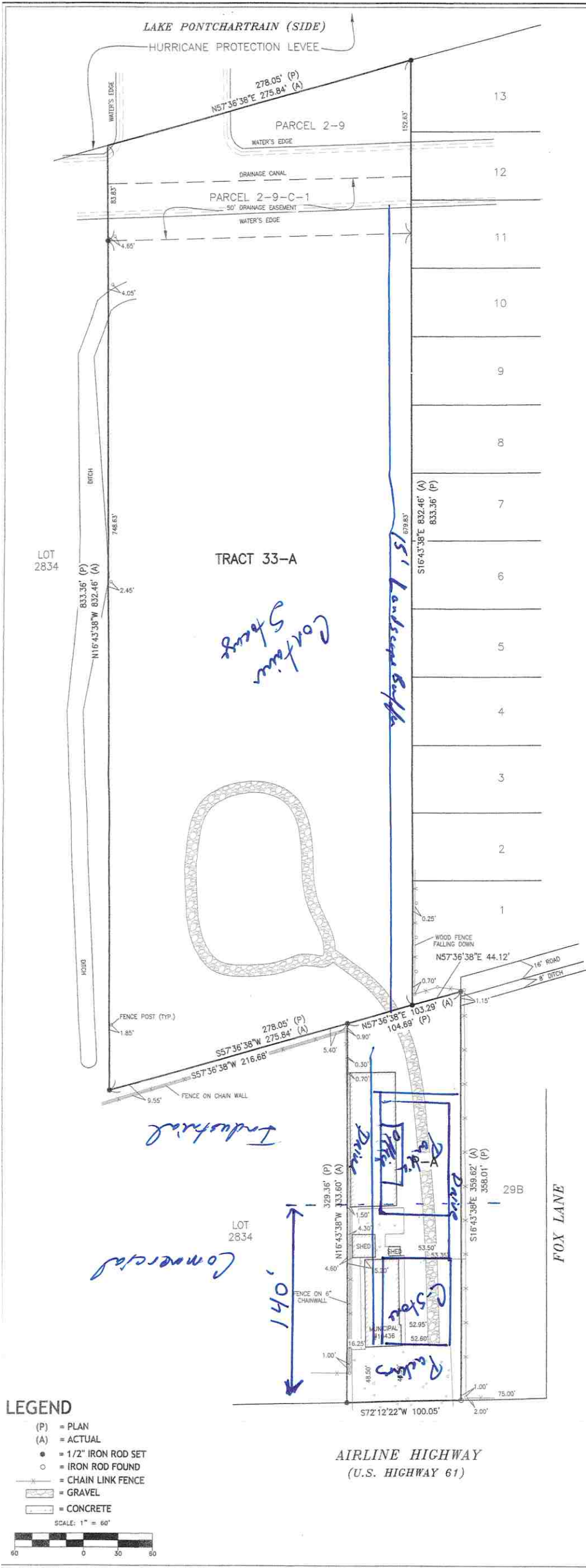
Uses permitted in the M-1 district include warehousing, various fabrication and manufacturing operations, open storage, and heavy equipment sales and service. With the exception of the residences on adjacent Fox Place, these uses would be compatible with the bulk of the existing neighborhood character, which includes businesses involved in the sale and maintenance of construction equipment, the storage and/or sale of heavy commercial trucks, and other various warehousing and industrial uses. This zoning change is also not expected to result in development that would overburden public infrastructure. The site is currently developed with a convenience store connected to with Parish sewer and water facilities located along Airline Drive. **The request meets the third guideline.**

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

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

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

**While the subject area exceeds 3 acres, staff do not recommend a corresponding change to the Future Land Use Map from Business Park to Industrial.**



VICINITY MAP  
(NOT TO SCALE)

AREA CHART	
LOT P-A	34,566.57 SQ. FT. / 0.79 ACRES
TRACT 33-A	221,101.44 SQ. FT. / 5.08 ACRES
PARCEL 2-9	18,118.86 SQ. FT. / 0.42 ACRES
PARCEL 2-9-C-1	13,283.02 SQ. FT. / 0.30 ACRES
TRACT 33-A (LESS PARCELS 2-9 & 2-9-C-1)	189,699.56 SQ. FT. / 4.36 ACRES

**SURVEY REFERENCE**

1. RESUBDIVISION OF 16' ROAD, 8' DITCH, TRACT 33, AND LOT P, INTO TRACT 33-A AND P-A BY LANDMARK SURVEYING INC. DATED JANUARY 13, 2009.
2. ALMEDIA PLANTATION SUBDIVISION OF TRACT 32, SECTION 40, T12S-R9E, ST. CHARLES PARISH BY H.E. LANDRY, SURVEYORS & C.E., DATED SEPTEMBER 29, 1958.
3. RESUBDIVISION OF LOT K-1A, 28-1A, 29-A, AND PLOT 34A INTO LOT 2834, ALMEDIA PLANTATION, BY LUCIEN C. GASSEN. P.L.S., DATED DECEMBER 23, 2010.
4. RESUBDIVISION OF A PORTION OF LOT 29A, 16' ROAD AND 8' DITCH INTO LOT 29-B, BY JOSEPH MARQUES, P.L.S., DATED MARCH 5, 2009.
5. LAKE PONTCHARTRAIN LEVEE DISTRICT RIGHT OF WAY MAP, REACH 1B, HURRICANE PROTECTION LEVEE MAP, PAGES 2 AND 3 OF 7, BY BFM CORPORATION, DATED APRIL 1999.

**BEARING BASIS**

BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE USING LSU C4G NETWORK SOLUTION ON 12-13-2022 NAVD 88/NAD 83 GEOID 12A.

**GENERAL SURVEY NOTES**

IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.

**LEGEND**

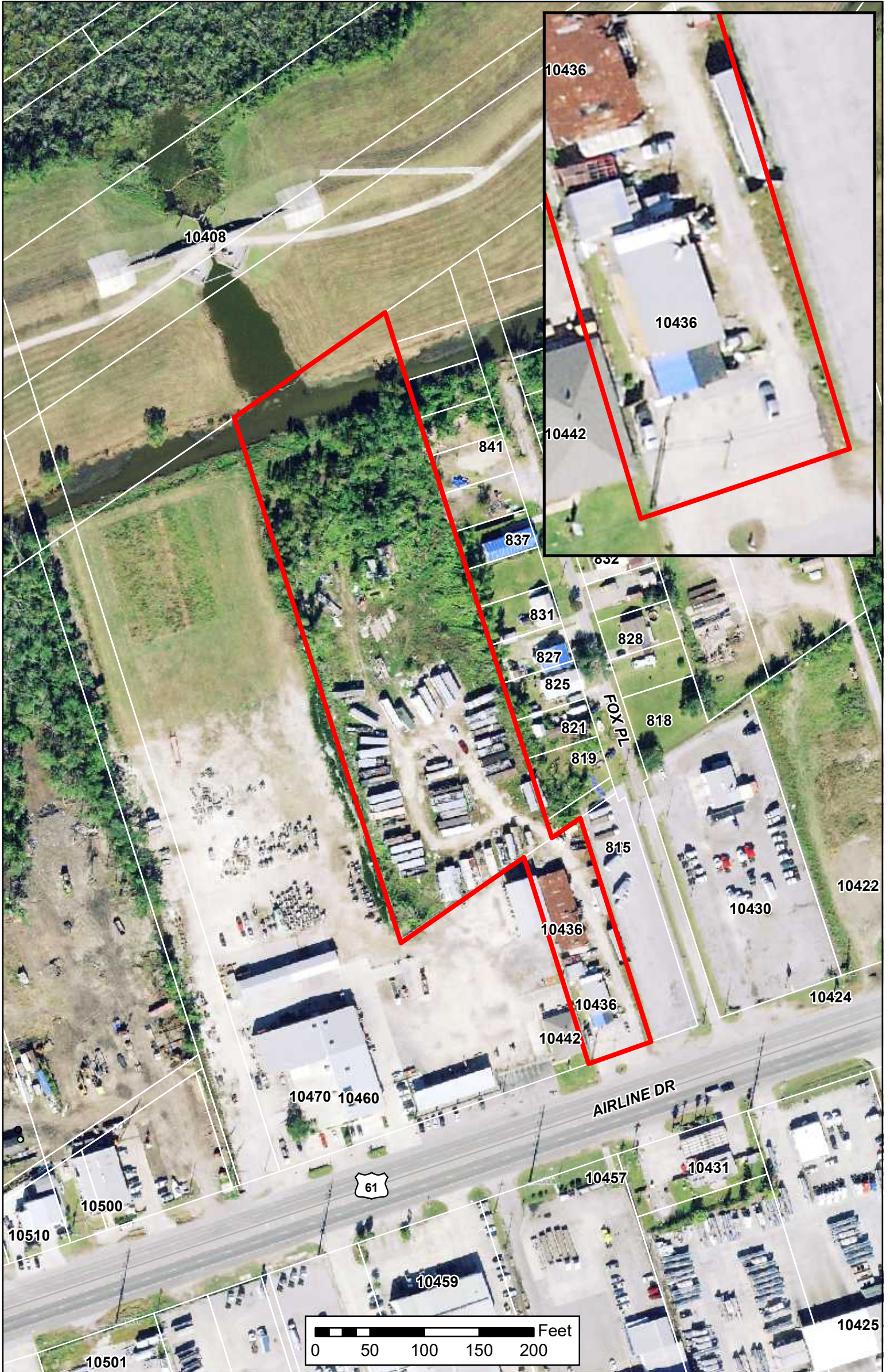
- (P) = PLAN
- (A) = ACTUAL
- = 1/2" IRON ROD SET
- = IRON ROD FOUND
- = CHAIN LINK FENCE
- = GRAVEL
- = CONCRETE

SCALE: 1" = 60'

SURVEY OF LOT P-A & TRACT 33-A ALMEDIA PLANTATION SITUATED IN SECTION 40 TOWNSHIP-12-SOUTH, RANGE-9-EAST ST. CHARLES PARISH, LOUISIANA		<p><b>DADING, MARQUES &amp; ASSOCIATES, LLC</b> PROFESSIONAL LAND SURVEYORS</p> <p>P.O. BOX 790 METAIRIE, LA. 70004 (504) 834-0200</p>	<p><b>CODY A. DIMARCO</b> License No. 5069 PROFESSIONAL LAND SURVEYOR</p> <p>CODY A. DIMARCO P.L.S. LA. ST. REG. NO. 5069</p>		
I CERTIFY THAT THIS SURVEY AND PLAT WAS PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION, MADE AT THE REQUEST OF:  THREE C'S PROPERTIES					
THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY.		THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS 'C' SURVEY.			
DATE:	SCALE:	DRAWN BY:	CHECKED BY:	JOB NO.:	SHEET:
12-14-2022	1" = 60'	J.R.	C.A.D.	62469	1 OF 1



2023-4-R  
Rezone: C-2 to C-3 & C-2/C-3 to M-1








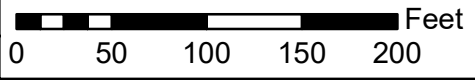
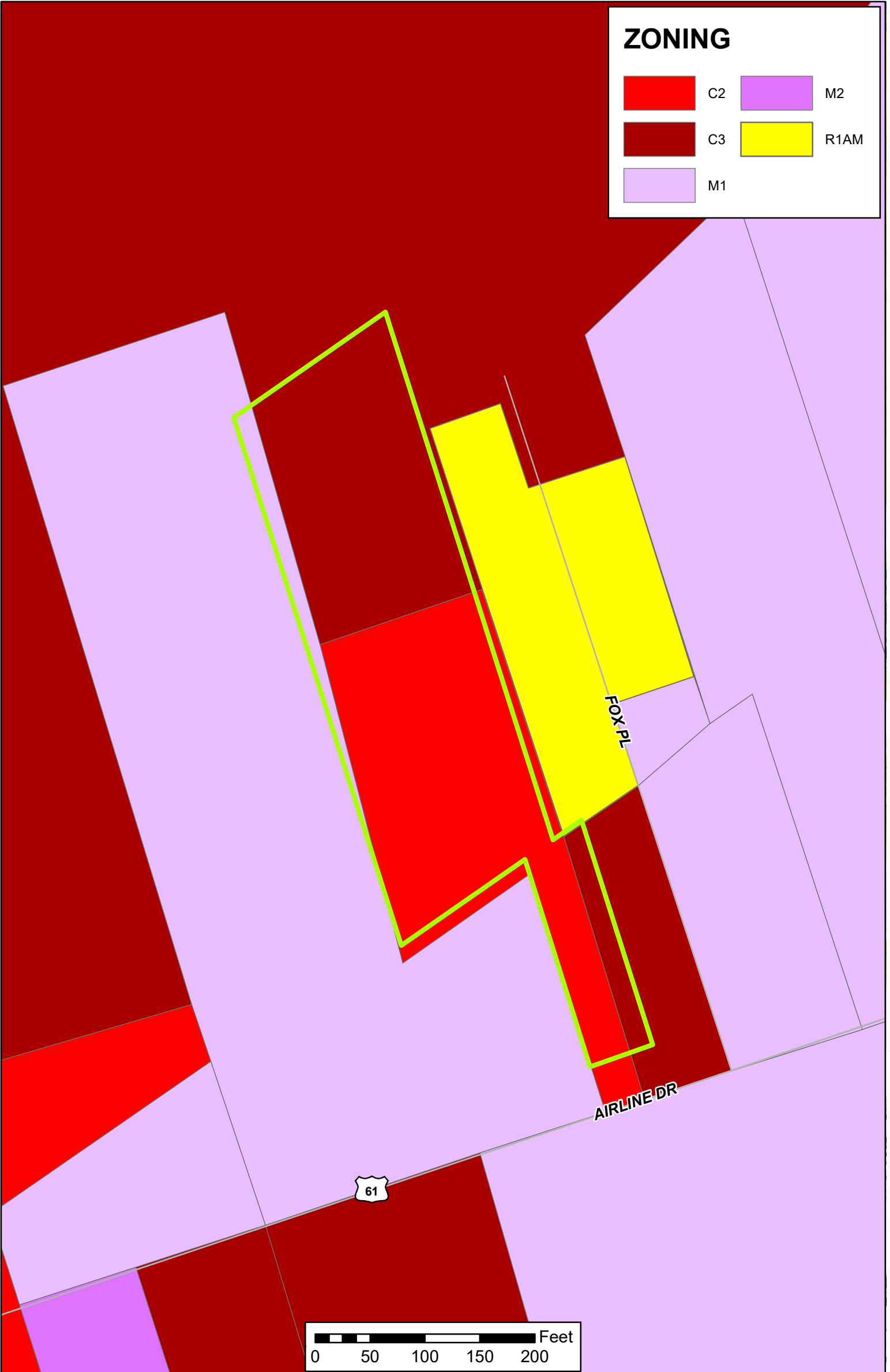
2023-4-R

Rezone: C-2 to C-3 & C-2/C-3 to M-1



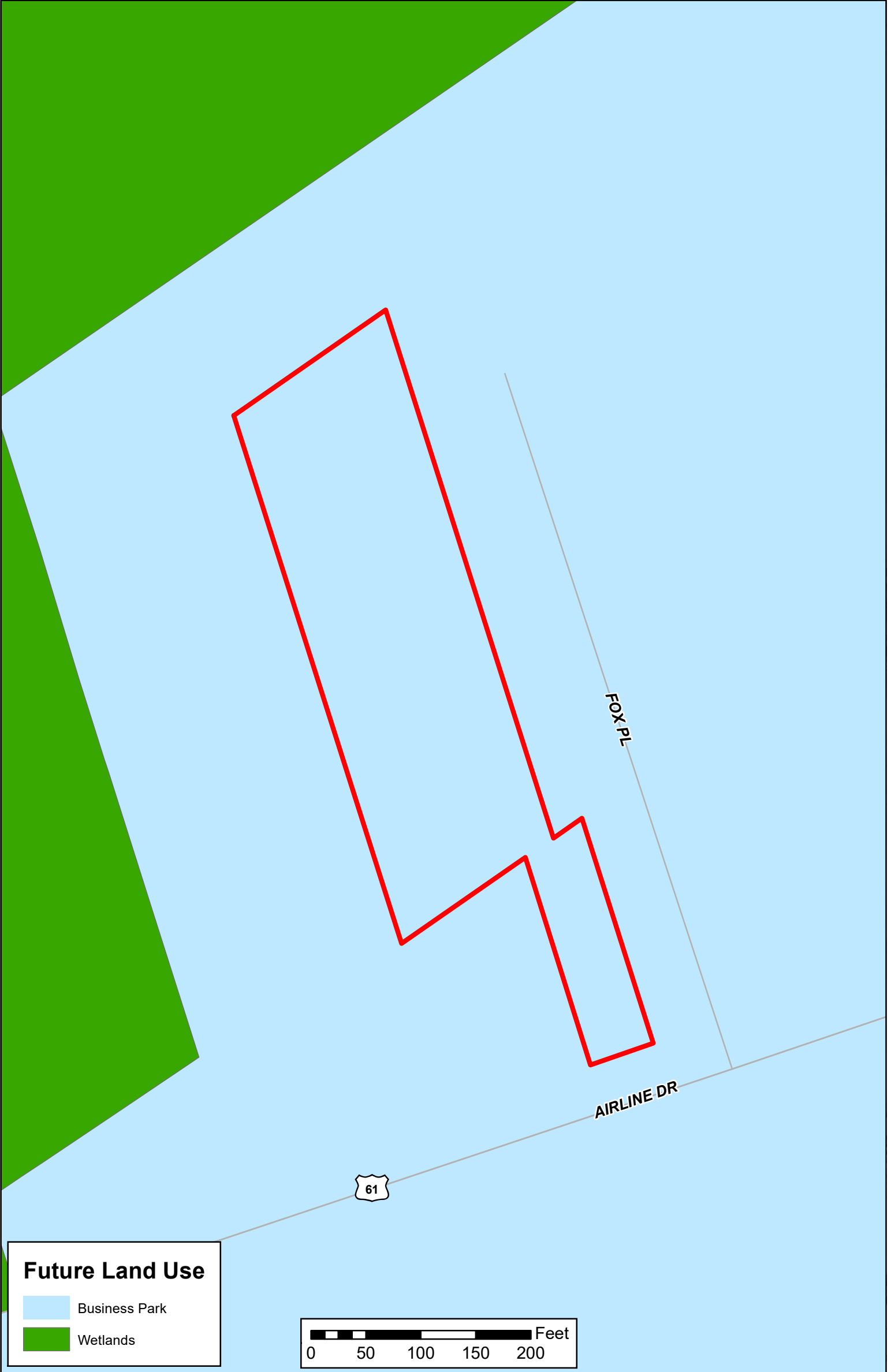
### ZONING

	C2		M2
	C3		R1AM
	M1		





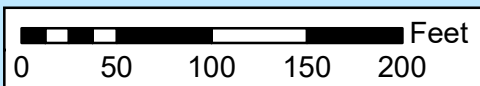
2023-4-R

Rezone: C-2 to C-3 & C-2/C-3 to M-1



**Future Land Use**

-  Business Park
-  Wetlands





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

Permit/Case #:	2023-4-R
Receipt #:	
Application Date:	
Zoning District:	
FLUM Designation:	
Date Posted:	



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

Fee: \$40 - \$200

Applicant: ... Conrad Frey

Home address: 141 1-310 Seve Rd St Rose, La

Mailing address (if different): \_\_\_\_\_

Phone #s: 504-452-1337 Email: C.Frey@threes.biz

Property owner: Elite Store

Municipal address of property: 10436 Airline Hwy St Rose

Lot, block, subdivision: Section 40, Township 12 South Range 9 East

Change of zoning district from: Commercial 2+3 to: Mixed Use Commercial/Industrial

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

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

Describe how you plan to use the property if the rezoning is granted: Existing C Store will be rebuilt and continue to operate fronting Airline Hwy  
Behind the existing C store will be a modular office building and a container storage facility

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?  
Ryhan Machinery to the West, Ryder Truck & Residential to the East, Drainage Canal to the North, Mack, United Rentals, Magnolia, St Rose Truck Shop to the South  
Area is mostly commercial & industrial already

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?  
Container Storage requires change from Commercial to industrial

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

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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0075    **Version:** 1    **Name:** Contract with Byron E. Talbot Contractor, Inc., for Lakewood Dr. Reconstruction, State Project No. H.014051, Federal Aid Project No. H014051, East/West Heather Dr. to Highway 90

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 4/10/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Contract with Byron E. Talbot Contractor, Inc., for the construction of the Lakewood Dr. Reconstruction, State Project No. H.014051, Federal Aid Project No. H014051, extending from East/West Heather Dr. to Highway 90 in the amount of \$5,979,591.63.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0075 DOTD-St Charles-Talbot Construction contract for Lakewood Rehab](#)

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
3/27/2023	1	Parish President	Introduced	

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION**  
**AND DEVELOPMENT**



**CONTRACT**  
**FOR**  
**ST. CHARLES PARISH**  
**FEDERAL AID PROJECT**  
**STATE PROJECT NO. H.014051**  
**LAKWOOD DR. RECONSTRUCTION**  
**ST. CHARLES PARISH**

**STATE OF LOUISIANA  
ST. CHARLES PARISH  
CONTRACT**

This agreement is made and executed in two (2) originals, between **St. Charles Parish**, acting through the **Parish President**, hereafter designated as the "Contracting Agency," and **Byron E. Talbot Contractor, Inc.**, hereafter designated as the "Contractor."

The Louisiana Department of Transportation and Development, hereafter designated as "Department" did advertise for, receive and accept a bid from the Contractor for work on a construction project for the Contracting Agency identified as,

**DBE GOAL PROJECT**

**STATE PROJECT NO.H.014051**

**FEDERAL AID PROJECT NO. H014051**

**DESCRIPTION: LAKEWOOD DR. RECONSTRUCTION**

**NON-NHS ROUTE**

**PARISH: ST. CHARLES**

**LENGTH: 0.956 miles.**

**TYPE: CLEARING AND GRUBBING, GRADING, DRAINAGE STRUCTURES, CLASS II BASE COURSE, ASPHALT CONCRETE PAVEMENT, PORTLAND CEMENT CONCRETE PAVEMENT, AND RELATED WORK.**

**LIMITS: State Project No. H.014051: LOCATED ON LAKEWOOD DR FROM ITS INTERSECTION WITH HEATHER DR TO ITS JUNCTION WITH ROUTE US 90 AS SHOWN IN PLANS.**

The Contractor's submission is evidenced by a copy of the "Vendor's Bid Information Sheet" incorporated herein as part of the Contract Documents defined hereafter.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

**CONTRACT DOCUMENTS**

The contract consists of the "Contract Documents" including but not limited to the following:

- a. Agreement (This Instrument)
- b. Vendor's Bid Information Sheet
- c. Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (hereafter referred to as "2016 Standard Specifications")
- d. Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DBE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
- e. Plans
- f. Plan revisions
- g. **One (1)** Addenda made or issued prior to receipt of bids
- h. **One (1)** Letter of Clarification made or issued prior to receipt of bids.
- i. Payment, Performance, and Retainage Bonds or Retainage Agreement.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full. The Contract Documents are kept in the official file at the Contracting Agency together with the acknowledgment of receipt correspondence signed by the Contractor.

**STATE OF LOUISIANA  
ST. CHARLES PARISH  
CONTRACT**

**INTENT OF CONTRACT**

In accordance with the 2016 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of the contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency. Contractor also agrees to the amended 104.01 of the Standard Specifications to include the (a) Covenant of Good Faith and Fair Dealing and (b) Voluntary Partnering as enumerated in the Contract Documents.

**CONTRACT AMOUNT**

The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is **FIVE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED NINETY-ONE AND 63/100 DOLLARS (\$5,979,591.63)** as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2016 Standard Specifications.

**PARTICIPATION IN PAYMENT ADJUSTMENT STATEMENT**

If this project is designated by special provision 109.09 as being subject to payment adjustment for increases in material prices, in accordance with the electronic bidding documents, the contractor has elected to be subject to the Payment Adjustment Provision as contained in the construction proposal.

**CONTRACT TIME**

The entire contract shall be completed in all details and ready for final acceptance within **two hundred fifty (250) calendar days**. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

**ALTERATION OF CONTRACT**

In accordance with the 2016 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for alteration of the contract.

**STIPULATED DAMAGES**

Contractor agrees to the assessment of Stipulated Damages as provided in 108.08 of the 2016 Standard Specifications as amended by the Contract Documents.

**DAMAGE CLAIMS**

Contractor acknowledges that he/she has reviewed and understands 107.17 of the 2016 Standard Specifications and specifically agrees to be bound by the terms and conditions thereof.

**JOINT EFFORT**

This Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Agreement.



STATE OF LOUISIANA  
ST. CHARLES PARISH  
CONTRACT FOR STATE PROJECT NO. H.014051

This contract shall become effective on the date all parties hereto have signed the same.

In witness whereof, the Contracting Agency, and the Contractor, has also hereunto subscribed their name.

BYRON E. TALBOT CONTRACTOR, INC.  
CONTRACTOR

LA - 72-0791732  
(Federal Identification Number)

Bonnie M. Sanchez  
Witness

By: [Signature]  
(Signature of Authorized Agent)

Isabella Coslam  
Witness

3-13-23  
(Date)

BYRON E. TALBOT, PRESIDENT  
Typed or Printed Name and Title

STATE OF LOUISIANA  
ST. CHARLES PARISH

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**Vendor 1 of 4: Byron E. Talbot Contractor, Inc. (12198000)  
Call Order 008 (Proposal: H.014051.6)**

**Bid Information**

---

<b>Proposal County:</b> St. Charles	<b>Bid Checksum:</b> 4941F95FF0
<b>Vendor Address:</b> 24288 HWY. 190 ROBERT, LA, 70455	<b>Bid Total:</b> \$5,979,591.63
<b>Signature Check:</b> Byron E. Talbot	<b>Items Total:</b> \$5,979,591.63
<b>Time Bid Received:</b> February 08, 2023 08:54 AM	<b>Time Total:</b> \$0.00
<b>Amendment Count:</b> 0	

**Bidding Errors:**  
None.

**Vendor 1 of 4: Byron E. Talbot Contractor, Inc. (12198000)  
Call Order 008 (Proposal: H.014051.6)**

**Bid Bond Information**

---

<b>Projects:</b>	<b>Bond Maximum:</b>
<b>Counties:</b>	<b>State of Incorporation:</b>
<b>Bond ID:</b> SLA01168068	<b>Agency Execution Date:</b> 01/16/2023 06
<b>Paid by Check:</b> No	<b>Surety Name:</b> Surety2000
<b>Bond Percent:</b> 5%	<b>Bond Agency Name:</b> Hartford Accident and Indemnity Company

**FORM CS-6AAA  
BIDDERS ASSURANCE DBE PARTICIPATION**

S.P. #	H.014051.6	Contract Amount: \$	5,979,591.63
F.A.P.#	H014051	DBE Goal Percentage:	7.00
Letting Date:	02/08/2023	DBE Goal Dollar Value: \$	418,571.41

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- The Project goal will be met or exceeded.  
 A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached.  
 DBE Goal Participation Amount \_\_\_\_\_ % \$ \_\_\_\_\_

The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor, having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRMS(S)	INTENDED SUBCONTRACT PRICE*
AV Services, LLC	383,433.00
Traffic Control Prod. Co of LA Inc.	32,001.00
A & A Enterprises, Inc.	22,726.50
<input type="checkbox"/> Additional Firms	
<b>PAGE TOTAL \$</b>	<b>\$438,160.50</b>

\*For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for a DBE that does not perform a commercially useful function.

NAME OF CONTRACTOR	BYRON E. TALBOT CONTRACTOR, INC.
AUTHORIZED SIGNATURE	<i>[Signature]</i>
TYPED OR PRINTED	BYRON E. TALBOT
TITLE	PRESIDENT
CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)	BONNIE M. SANCHEZ
PHONE NUMBER	985-447-5764
DATE	2-13-23
TAX ID#	720791732

DOTD OFFICE USE ONLY	<input type="checkbox"/> DBE	<input type="checkbox"/> SBE	REQUIREMENTS MET
	SIGNATURE _____		DATE _____

**ATTACHMENT TO FORM CS-6AAA**

<b>S.P. #</b>	H.014051.6	<b>F.A.P.#</b>	H014051
<b>NAME OF DBE:</b> AV Services, LLC			
<b>PHONE#</b>	5042342192	<b>CONTACT PERSON:</b> Alexis Vinson	

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE	
201-01-00100	TRUCKER, CLEARING AND GRUBBING	30.000	95.00	2,850.00	
202-01-00100	TRUCKER, REMOVAL OF STRUCTURES AND OBSTRUCTIONS	90.000	95.00	8,550.00	
202-02-02000	TRUCKER, REMOVAL OF ASPHALT DRIVES	9.000	95.00	855.00	
202-02-02020	TRUCKER, REMOVAL OF ASPHALT PAVEMENT	28.000	95.00	2,650.00	
202-02-06100	TRUCKER, REMOVAL OF CONCRETE WALKS AND DRIVES	120.000	95.00	11,400.00	
202-02-32500	TRUCKER, REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	864.000	95.00	82,080.00	
203-01-00100	TRUCKER, GENERAL EXCAVATION	720.000	95.00	68,400.00	
203-04-00100	TRUCKER, NONPLASTIC EMBANKMENT	11,072.000	5.50	60,896.00	
302-02-08070	TRUCKER, CLASS II BASE COURSE (6" THICK) (CRUSHED STONE OR RECYCL)	10,594.000	8.00	84,752.00	
TS-742-80100	TRUCKER, SEWER LINE POINT REPAIR	640.000	95.00	60,800.00	
<input type="checkbox"/> Additional Items				<b>ITEMS PAGE TOTAL \$</b>	<b>\$383,433.00</b>

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

TRUCKING IS BY THE HOUR EXCEPT FOR NON-PLASTIC EMBANKMENT, WHICH IS BY THE C.Y. AND CLASS II BASE COURSE WHICH IS BY THE TON.

The contractor and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DE-E goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

<b>DBE CONTRACTOR'S SIGNATURE</b>	<i>Alexis Vinson</i>
<b>TYPED OR PRINTED NAME</b>	Alexis Vinson
<b>TITLE</b>	President
<b>DATE</b>	2/13/2023
<b>TAX ID#</b>	453937639
<b>PRIME CONTRACTOR'S SIGNATURE</b>	<i>Byron E Talbot</i>
<b>TYPED OR PRINTED NAME</b>	BYRON E TALBOT
<b>TITLE</b>	PRESIDENT
<b>DATE</b>	2-13-23

**ATTACHMENT TO FORM CS-6AAA**

S.P. #	H.014051.6	F.A.P.#	H014051
NAME OF DBE: Traffic Control Prod. Co of LA Inc.			
PHONE#	225-665-7950	CONTACT PERSON:	SUZANNE ALBIN

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE	
202-03-38000	F&I, RELOCATION OF SIGN	47.000	35.00	1,645.00	
202-03-38020	F&I, RELOCATION OF SIGN POLE	47.000	200.00	9,400.00	
729-01-00100	F&I, SIGN (TYPE A)	20.900	40.00	836.00	
729-08-00100	F&I, MOUNTING (2 1/2" SIZE POST)	2.000	1,500.00	3,000.00	
735-01-00100	F&I, MAILBOXES	61.000	20.00	1,220.00	
735-02-00100	F&I, MAILBOX SUPPORTS (SINGLE)	53.000	250.00	13,250.00	
735-03-00100	F&I, MAILBOX SUPPORTS (DOUBLE)	4.000	350.00	1,400.00	
NS-729-00029	F&I, BREAKAWAY SQUARE TUBING SIGN SUPPORT W/ MOWING PAD	1.000	1,250.00	1,250.00	
<input type="checkbox"/> Additional Items				ITEMS PAGE TOTAL \$	\$32,001.00

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

The contractor and DBE subcontractor agree that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE <i>Suzanne Albin</i>	
TYPED OR PRINTED NAME <i>Suzanne Albin</i>	
TITLE <i>President</i>	
DATE <i>2-13-23</i>	TAX ID# 581342397
PRIME CONTRACTOR'S SIGNATURE <i>Byron E. Talbot</i>	
TYPED OR PRINTED NAME BYRON E. TALBOT	
TITLE PRESIDENT	
DATE <i>2-13-23</i>	

**ATTACHMENT TO FORM CS-6AAA**

S.P. #	H.014051.6	F.A.P.#	H014051
NAME OF DBE: A & A Enterprises, Inc.			
PHONE#	5044682527	CONTACT PERSON: GAIL ALBARAL	

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE
727-01-00100	MOBILIZATION, MOBILIZATION	1 000	2,250 00	2,250 00
NS-500-00340	F&I, SAW CUTTING ASPHALT CONCRETE PAVEMENT	2,139.000	1.00	2,139 00
NS-600-00220	F&I, SAW CUTTING PORTLAND CEMENT CONCRETE PAVEMENT	14,870 000	1.25	18,337.50
<input type="checkbox"/> Additional Items		<b>ITEMS PAGE TOTAL \$</b>		<b>\$22,726.50</b>

Describe the types of assistance, if any the contractor will provide to any DBE on this project

The contractor and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE <i>K. Albaral</i>	
TYPED OR PRINTED NAME <i>Kevin Albaral</i>	
TITLE <i>CEO</i>	
DATE <i>2-13-23</i>	TAX ID# 721093559
PRIME CONTRACTOR'S SIGNATURE <i>Byron Talbot</i>	
TYPED OR PRINTED NAME <i>BYRON TALBOT</i>	
TITLE <i>PRESIDENT</i>	
DATE <i>2-13-23</i>	



**LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT**

2/9/2023

**Contract Schedule**

Page 1 of 7

**Contract ID:** H.014051.6

**Project(s):** H.014051.6

**Awarded Vendor:** 12198000

Byron E. Talbot Contractor, Inc.

**SECTION 1**

**General Items**

**\$5,979,591.63**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0001	201-01-00100 Clearing and Grubbing	LUMP SUM			15,000.00	
0002	202-01-00100 Removal of Structures and Obstructions	LUMP SUM			30,000.00	
0003	202-02-02000 Removal of Asphalt Drives	121.000 SQYD	23.00		2,783.00	
0004	202-02-02020 Removal of Asphalt Pavement	563.500 SQYD	20.00		11,270.00	
0005	202-02-06100 Removal of Concrete Walks and Drives	2,116.000 SQYD	20.00		42,320.00	
0006	202-02-32500 Removal of Portland Cement Concrete Pavement	21,917.000 SQYD	15.00		328,755.00	
0007	202-03-38000 Relocation of Sign	47.000 EACH	40.00		1,880.00	
0008	202-03-38020 Relocation of Sign Pole Relocation of Poles for Sign Relocations	47.000 EACH	250.00		11,750.00	
0009	203-01-00100 General Excavation	17,276.000 CUYD	17.50		302,330.00	
0010	203-03-00100 Embankment	410.000 CUYD	35.00		14,350.00	
0011	203-04-00100 Nonplastic Embankment SAND	7,908.000 CUYD	32.50		257,010.00	
0012	203-08-00100 Geotextile Fabric	23,717.000 SQYD	2.50		59,292.50	
0013	204-02-00100 Temporary Hay Bales	114.000 EACH	35.00		3,990.00	





LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT

2/9/2023

Contract Schedule

Page 2 of 7

Contract ID: H.014051.6

Project(s): H.014051.6

Awarded Vendor: 12198000

Byron E. Talbot Contractor, Inc.

SECTION 1

General Items

\$5,979,591.63

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0014	204-04-00100 Temporary Sediment Basins	57.000 EACH	200.00		11,400.00	
0015	204-06-00100 Temporary Silt Fencing	7,698.000 LNFT	7.00		53,886.00	
0016	302-02-08070 Class II Base Course (8" Thick) (Crushed Stone or Recycled Portland Cement Concrete)	23,717.500 SQYD	28.25		670,019.38	
0017	402-01-00100 Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement)	500.000 CUYD	125.00		62,500.00	
0018	502-01-00100 Asphalt Concrete	221.600 TON	440.00		97,504.00	
0019	502-01-00200 Asphalt Concrete, Drives, Turnouts and Miscellaneous	38.600 TON	285.00		11,001.00	
0020	502-04-00100 Asphalt Concrete (SMA) Wearing Course	73.900 TON	600.00		44,340.00	
0021	601-01-00100 Portland Cement Concrete Pavement (8" Thick)	20,631.300 SQYD	95.00		1,959,973.50	
0022	601-02-00700 Portland Cement Concrete Pavement (8" Thick) (Crossovers & Turnouts)	1,030.400 SQYD	100.00		103,040.00	
0023	701-03-01002 Storm Drain Pipe (15" RCP/RPVCP)	119.000 LNFT	55.00		6,545.00	
0024	701-03-01042 Storm Drain Pipe (24" RCP/RPVCP)	306.000 LNFT	85.00		26,010.00	
0025	701-03-01092 Storm Drain Pipe (42" RCP/RPVCP)	48.000 LNFT	225.00		10,800.00	



**LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT**

2/9/2023

**Contract Schedule**

Page 3 of 7

Contract ID: H.014051.6

Project(s): H.014051.6

Awarded Vendor: 12198000

Byron E. Talbot Contractor, Inc.

**SECTION 1**

**General Items**

**\$5,979,591.63**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0026	701-03-01102 Storm Drain Pipe (48" RCP/RPVCP)	165.000 LNFT	275.00		45,375.00	
0027	702-02-00001 Manhole (Remove and Replace Frame and Cover)	10.000 EACH	1,750.00		17,500.00	
0028	702-02-00300 Manholes (R-CB-11 MOD)	1.000 EACH	7,650.00		7,650.00	
0029	702-03-00001 Catch Basin (Remove and Replace Frame and Cover)	10.000 EACH	2,100.00		21,000.00	
0030	702-03-00500 Catch Basins (CB-06)	2.000 EACH	7,500.00		15,000.00	
0031	702-04-00001 Adjusting Miscellaneous Structures (Replace Drainage Grates)	10.000 EACH	1,200.00		12,000.00	
0032	702-04-00150 Adjusting Manholes w/Manhole Adjustment Rings	15.000 EACH	750.00		11,250.00	
0033	702-04-00200 Adjusting Catch Basins	25.000 EACH	1,200.00		30,000.00	
0034	706-01-00100 Concrete Walk (4" Thick)	16.400 SQYD	65.00		1,066.00	
0035	706-02-00200 Concrete Drive (6" Thick)	2,093.400 SQYD	75.00		157,005.00	
0036	706-03-00800 Incidental Concrete Paving (12" Thick)	22.300 SQYD	350.00		7,805.00	
0037	707-01-00100 Concrete Curb	10,555.200 LNFT	12.50		131,940.00	



LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT

2/9/2023

Contract Schedule

Page 4 of 7

Contract ID: H.014051.6

Project(s): H.014051.6

Awarded Vendor: 12198000

Byron E. Talbot Contractor, Inc.

SECTION 1

General Items

\$5,979,591.63

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0038	707-03-00100 Combination Concrete Curb and Gutter	269.000 LNFT	35.00		9,415.00	
0039	713-01-00100 Temporary Signs and Barricades	LUMP SUM			55,000.00	
0040	713-02-00300 Temporary Pavement Markings (8" Width)	1,000.000 LNFT	0.45		450.00	
0041	713-02-00500 Temporary Pavement Markings (24" Width)	1,000.000 LNFT	0.90		900.00	
0042	713-04-01000 Temporary Pavement Markings (Solid Line) (4" Width)	1.000 MILE	575.00		575.00	
0043	714-01-00600 Slab Sodding (St. Augustine)	1,122.000 SQYD	10.00		11,220.00	
0044	714-01-00700 Slab Sodding (Centipede)	1,122.000 SQYD	9.00		10,098.00	
0045	715-01-00100 Topsoil	100.000 CUYD	100.00		10,000.00	
0046	722-02-00100 Project Site Laboratory (Equipped)	1.000 EACH	40,000.00		40,000.00	
0047	726-01-00100 Bedding Material	148.500 CUYD	150.00		22,275.00	
0048	727-01-00100 Mobilization	LUMP SUM			155,000.00	
0049	729-01-00100 Sign (Type A)	20.900 SQFT	50.00		1,045.00	



LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT

2/9/2023

Contract Schedule

Page 5 of 7

Contract ID: H.014051.6

Project(s): H.014051.6

Awarded Vendor: 12198000

Byron E. Talbot Contractor, Inc.

SECTION 1

General Items

\$5,979,591.63

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0050	729-08-00100 Mounting (2 1/2" Size Post)	2.000 EACH	1,750.00		3,500.00	
0051	731-02-00100 Reflectorized Raised Pavement Markers	205.000 EACH	22.50		4,612.50	
0052	732-01-01040 Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)	216.000 LNFT	11.00		2,376.00	
0053	732-01-02060 Plastic Pavement Striping (12" Width) (Thermoplastic 125 mil)	105.000 LNFT	13.50		1,417.50	
0054	732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	36.000 LNFT	27.50		990.00	
0055	732-02-02000 Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)	3.259 MILE	13,500.00		43,996.50	
0056	732-03-02030 Plastic Pavement Striping (Dotted Line)(8" W)(2' L)(Thermo 90 mil)	0.009 MILE	62,000.00		558.00	
0057	732-04-01020 Plastic Pavement Legends and Symbols (Arrow - Straight)	1.000 EACH	625.00		625.00	
0058	732-04-01080 Plastic Pavement Legends and Symbols (Arrow - Left Turn)	2.000 EACH	625.00		1,250.00	
0059	732-04-01100 Plastic Pavement Legends and Symbols (Arrow - Right Turn)	1.000 EACH	625.00		625.00	
0060	732-04-25020 Plastic Pavement Legends and Symbols (Yield Line)	1.000 EACH	575.00		575.00	



**LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT**

2/9/2023

**Contract Schedule**

Page 6 of 7

**Contract ID:** H.014051.6

**Project(s):** H.014051.6

**Awarded Vendor:** 12198000

Byron E. Talbot Contractor, Inc.

**SECTION 1**

**General Items**

**\$5,979,591.63**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0061	732-05-00100 Removal of Existing Markings	0.100 MILE	40,000.00		4,000.00	
0062	735-01-00100 Mailboxes	61.000 EACH	25.00		1,525.00	
0063	735-02-00100 Mailbox Supports (Single)	53.000 EACH	300.00		15,900.00	
0064	735-03-00100 Mailbox Supports (Double)	4.000 EACH	425.00		1,700.00	
0065	740-01-00100 Construction Layout	LUMP SUM			45,000.00	
0066	742-02-00100 Adjusting Sanitary Sewer House Connections	10.000 EACH	2,000.00		20,000.00	
0067	742-03-00100 Adjusting Sanitary Sewer Services Lines	100.000 LNFT	150.00		15,000.00	
0068	NS-300-00060 Geogrid	47,434.000 SQYD	2.25		106,726.50	
0069	NS-500-00340 Saw Cutting Asphalt Concrete Pavement	2,139.000 INLF	1.25		2,673.75	
0070	NS-600-00220 Saw Cutting Portland Cement Concrete Pavement	14,670.000 INLF	1.75		25,672.50	
0071	NS-729-00029 Breakaway Square Tubing Sign Support w/ Mowing Pad	1.000 EACH	1,500.00		1,500.00	
0072	NS-742-00008 Cured In-Place Sewer Pipe Lining 8 inch	1,371.000 LNFT	50.00		68,550.00	



LOUISIANA DEPARTMENT OF  
TRANSPORTATION & DEVELOPMENT

2/9/2023

Contract Schedule

Page 7 of 7

Contract ID: H.014051.6

Project(s): H.014051.6

Awarded Vendor: 12198000

Byron E. Talbot Contractor, Inc.

SECTION 1

General Items

\$5,979,591.63

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0073	NS-742-00010 Cured In-Place Sewer Pipe Lining 10 inch	1,098.000 LNFT	70.00		76,860.00	
0074	NS-742-00012 Cured In-Place Sewer Pipe Lining 12 inch	283.000 LNFT	80.00		22,640.00	
0075	TS-742-80100 Sewer Line Point Repair	80.000 EACH	7,500.00		600,000.00	
<b>Total Bid:</b>						<b>\$5,979,591.63</b>

STATE OF LOUISIANA  
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

Be it known that **Byron E. Talbot Contractor, Inc.**, as Principal, and  
**Hartford Accident & Indemnity Company**

\_\_\_\_\_, as Surety(ies), authorized to do  
business in Louisiana, hereby bind themselves, in solido, to **St. Charles Parish**, and other potential claimants, for all  
obligations incurred by the Principal under its contract for the construction of **STATE PROJECT NO. H.014051,  
FEDERAL AID PROJECT NO. H014051, DESCRIPTION: LAKEWOOD DR. RECONSTRUCTION, NON-  
NHS ROUTE, PARISH: ST. CHARLES**, in the full contract amount of **FIVE MILLION NINE HUNDRED  
SEVENTY-NINE THOUSAND FIVE HUNDRED NINETY-ONE AND 63/100 DOLLARS (\$5,979,591.63)**.  
The obligations of the Principal and Surety(ies) under these payment, performance, and retainage bonds shall continue  
in full force and effect until all materials, equipment, and labor have been provided, AND all requirements contained  
in the contract, plans, and specifications have been completed in a timely, thorough, and workmanlike manner. The  
parties acknowledge that these bonds are given under the provisions and limitations contained in La. R.S. 48:250 et  
seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns,  
in solido, under the following bonds:

**PAYMENT BOND.** To **St. Charles Parish**, and all "Claimants," as defined in La. R.S. 48:256.5 in the full  
contract amount of **FIVE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FIVE  
HUNDRED NINETY-ONE AND 63/100 DOLLARS (\$5,979,591.63)**, in order to secure the full and timely  
claims under the project. The parties agree this bond is statutory in nature and governed by La. R.S. 48:256.3.  
Claims pursuant to La. R.S. 48:256.3 shall be delivered to the Contracting Officer of the Contracting Agency.

**PERFORMANCE BOND.** To **St. Charles Parish**, in the full contract amount of **FIVE MILLION NINE  
HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED NINETY-ONE AND 63/100 DOLLARS  
(\$5,979,591.63)**, in order to secure the full and faithful performance and timely completion of the project  
according to its plans and specifications, inclusive of overpayments to the contractor and stipulated damages  
as assessed.

**RETAINAGE BOND.** To **St. Charles Parish**, in the full sum of **TWO HUNDRED NINETY-EIGHT  
THOUSAND NINE HUNDRED SEVENTY-NINE AND 58/100 DOLLARS (\$298,979.58)**, five percent  
(5%) of the contract amount, in lieu of the sums required to be withheld from progress payments under La.  
R.S. 48:256.1, inclusive of overpayments to the contractor and stipulated damages as assessed.

**CONTRACTOR OPTION: RETAINAGE**  
I, Principal, elect to exercise my option to have five percent retainage withheld from all payments in lieu of  
the above retainage bond.  
By: \_\_\_\_\_  
Principal

**STATE OF LOUISIANA  
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS**

In witness whereof we have signed this instrument as dated.

Bonnie M. Sanchez Witness  
Bonnie M. Sanchez, Corporate Secretary

By: *[Signature]*  
BYRON E. TALBOT CONTRACTOR, INC.  
Principal

Isabella Coslam  
Witness

Byron E. Talbot, President  
Typed or Printed Name and Title

3-13-23  
Date

Jenna Oubre Witness  
Jenna Oubre

By: *[Signature]*  
Hartford Accident & Indemnity Company  
Surety

Dianne Theriot Witness  
Dianne Theriot

Ryan Gros, Attorney in Fact  
Typed or Printed Name

2/27/2023  
Date

N/A  
Witness

By N/A  
Attorney-in-Fact (Seal)

N/A  
Typed or Printed Name

N/A  
Witness

By N/A  
Attorney-in-Fact (Seal)

N/A  
Typed or Printed Name

N/A  
Witness

By N/A  
Attorney-in-Fact (Seal)

N/A  
Typed or Printed Name

A copy of the contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the contract bonds should be directed to:	
(FOR SURETY 1)	(FOR SURETY 2)
<u>Paul's Agency, LLC</u> Bonding Agency or Company Name	<u>N/A</u> Bonding Agency or Company Name
<u>Jenna Oubre</u> Local Agent or Representative	<u>N/A</u> Local Agent or Representative
<u>P.O. Box 1680</u> Address	<u>N/A</u> Address
<u>Morgan City, LA 70381</u>	<u>N/A</u>
<u>985-384-4450</u> Phone Number	<u>N/A</u> Phone Number
<u>985-385-0842</u> Fax Number	<u>N/A</u> Fax Number



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: PAULS AGENCY LLC

Agency Code: 43-482456

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Ryan Gros, Mark Lane, Philip G. McMahon, Jenna M. Oubre of MORGAN CITY, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
  } ss. Hartford  
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 3-13-23.  
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2023-0074    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative

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

**File created:** 3/27/2023    **In control:** Parish Council

**On agenda:** 3/27/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/27/2023	1	Parish Council		
11/15/2021	1	Parish Council	Enacted Legislation	