



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Bob Fisher**  
**Councilmembers Michael A. Mobley, Holly Fonseca,**  
**La Sandra D. Wilson, Heather Skiba, Walter Pilié,**  
**Willie Comardelle, Michelle O'Daniels, Michele deBruler**

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

Monday, March 4, 2024

6:00 PM

Council Chambers, Courthouse

Final

### CALL TO ORDER

### PRAYER / PLEDGE

*Pastor Thomas Hines*  
*Hope Church, Destrehan*

### APPROVAL OF MINUTES

*Regular Meeting – February 19, 2024*

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

- 1     [2024-0094](#)     In Recognition: Creative Family Solutions, 25th Anniversary  
**Sponsors:**     Ms. Fonseca and Ms. Skiba  
**Attachments:**   [2024-0094 Creative Family Solutions-25th Anniversary](#)
  
- 2     [2024-0095](#)     Proclamation: “AmeriCorps Week in St. Charles Parish”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2024-0095 AmeriCorp Week in SCP](#)
  
- 3     [2024-0096](#)     Proclamation: “National Kidney Month” and “World Kidney Day” in St. Charles Parish  
**Sponsors:**     Mr. Fisher  
**Attachments:**   [2024-0096 National Kidney Month](#)
  
- 4     [2024-0097](#)     Proclamation: “National Nutrition Month”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2024-0097 National Nutrition Month](#)

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

[2024-0098](#) Department of Parks & Recreation/Edward A. Dufresne Community Center

[2024-0099](#) Parish President Remarks/Report

**Sponsors:** Mr. Jewell

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

**Monday, March 18, 2024, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 5 [2024-0100](#) An ordinance approving and authorizing the execution of Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$7,500.00, bringing the overall contract amount to \$22,500.00.

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

**Attachments:** [2024-0100 S230601 2023 Wastewater Rate Study Amendment No.1](#)  
[2024-0100 Corporate Resolution](#)

- 12 [2024-0101](#) An ordinance approving and authorizing the execution of an Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for certain parcels of land comprising approximately 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

**Sponsors:** Mr. Jewell

**Attachments:** [2024 02 22 Final Crawford Canal Act of Donation Chevron to SCP 2-20-2024\\_S](#)  
[2024-0101 CUSA Schneider 1-17-2024](#)

## PLANNING AND ZONING PETITIONS

- 27 [2024-0086](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III.

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

**Attachments:** [2024-0086 RECOMMENDATIONS AT A GLANCE](#)

[2024-0086 Minutes](#)

[2024-0086 Staff Report](#)

[2024-0086 Survey](#)

[2024-0086 AERIAL](#)

[2024-0086 ZONING](#)

[2024-0086 FLUM](#)

[2024-0086 Application1](#)

[2024-0086 Testimony](#)

**Legislative History**

1/4/24	Department of Planning & Zoning	Received/Assigned PH
2/1/24	Department of Planning & Zoning	Recommended Approval to the Planning Commission
2/1/24	Planning Commission	Recommended Approval to the Parish Council
2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 41 [2024-0087](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey.

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

**Attachments:** [2024-0087 RECOMMENDATIONS AT A GLANCE](#)

[2024-0087 Minutes](#)

[2024-0087 Staff Report](#)

[2024-0087 RPlat \(D-1, D-2\)](#)

[2024-0087 AERIAL](#)

[2024-0087 ZONING](#)

[2024-0087 FLUM](#)

[2024-0087 Application1](#)

**Legislative History**

12/22/23	Department of Planning & Zoning	Received/Assigned PH
2/1/24	Department of Planning & Zoning	Recommended Denial to the Planning Commission
2/1/24	Planning Commission	Recommended Approval to the Parish Council
2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 55**    [2024-0088](#)    An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

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

**Attachments:**    [2024-0088 RECOMMENDATIONS AT A GLANCE](#)

[2024-0088 Minutes](#)

[2024-0088 Staff Report](#)

[2024-0088 Site Plan with Zoning](#)

[2024-0088 AERIAL](#)

[2024-0088 ZONING](#)

[2024-0088 FLUM](#)

[2024-0088 Application1](#)

[2024-0088 Survey](#)

**Legislative History**

12/29/23	Department of Planning & Zoning	Received/Assigned PH
2/1/24	Department of Planning & Zoning	Recommended Approval to the Planning Commission
2/1/24	Planning Commission	Recommended Approval to the Parish Council
2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 72 [2024-0089](#) An Ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from O-L and R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 and 17962 River Road, Montz as requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC.

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

**Attachments:** [2024-0089 RECOMMENDATIONS AT A GLANCE](#)

[2024-0089 Minutes](#)

[2024-0089 Staff Report](#)

[2024-0089 AERIAL](#)

[2024-0089 ZONING](#)

[2024-0089 FLUM](#)

[2024-0089 Submitted Photos](#)

[2024-0089 Denver Perilloux Application1](#)

[2024-0089 Denver RPlat](#)

[2024-0089 OT Properties, LLC Application1](#)

[2024-0089 Oubre RPlat](#)

[2024-0089 Perilloux RPlat](#)

[2024-0089 Robert Oubre Application1](#)

[2024-0089 Survey](#)

[2024-0089 Terry & Dana Perilloux Application1](#)

[2024-0089 Three 4 Three LLC Application1](#)

**Legislative History**

1/3/24	Department of Planning & Zoning	Received/Assigned PH
2/1/24	Department of Planning & Zoning	Recommended Approval to the Planning Commission
2/1/24	Planning Commission	Recommended Approval to the Parish Council
2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 113 [2024-0085](#) An ordinance approving and authorizing the execution of an Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation.

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

**Attachments:** [2024-0085 Adams & Reese Agreement](#)

**Legislative History**

2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 120 [2024-0090](#) An ordinance approving and authorizing the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

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

**Attachments:** [2024-0090 DOC02\\_05\\_24](#)

**Legislative History**

2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 164 [2024-0091](#) An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$46,090.50.

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

**Attachments:** [2024-0091 S211203 EB LS Amend #1 Legal](#)

[2024-0091 Attachment C-1](#)

[2024-0091 Corporate Resolution](#)

**Legislative History**

2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 171 [2024-0092](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the amount not to exceed \$107,500.00.

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

**Attachments:** [2024-0092 2023 11 09 Professional Services Agreement + Attachments \(PW E](#)  
[2024-0092 Attachment C-1 - GEC Rate Sheet](#)  
[2024-0092 Corporate Resolution](#)

**Legislative History**

2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 211 [2024-0093](#) An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

**Sponsors:** Mr. Jewell and General Government Buildings

**Attachments:** [2024-0093 2024 02 19 Final](#)

**Legislative History**

2/19/24	Parish President	Introduced
2/19/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## APPOINTMENTS

- 220 [2024-0071](#) A resolution appointing a member to the St. Charles Parish Library Board of Control as the District V Representative.

*Council Chairman will accept nominations to the St. Charles Parish Library Board of Control from the District V Councilmember to fill the vacancy created by the expiration of the term of Ms. Tammy Windmann. Five (5) year term to begin April 1, 2024 and expire April 1, 2029. [Ms. Windmann has served two consecutive terms and cannot be re-appointed]*

**Legislative History**

3/25/19	Parish Council	Enacted Legislation Ms. Tammy M. Windmann appointed to the Library Service District Board of Control on March 25, 2019, per Resolution No. 6400 Term: April 1, 2019 - April 1, 2024
2/19/24	Parish Council	Vacancy Announced

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

*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 3/6/24, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie*

*PLANNING & ZONING COMMISSION: Thursday, 3/7/24, 6PM, Council Chambers*

*COMMUNICATIONS DISTRICT (911): Monday, 3/11/24, 5PM, Council Chambers*

*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 3/13/24, 5PM, Council Chambers*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 3/18/24, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher*

*ST. CHARLES PARISH COUNCIL: Monday, 3/18/24, 6PM, Council Chambers*

**ANNOUNCEMENTS**

*IMPORTANT DATES FOR THE MARCH 23, 2024 ELECTION:*

*\*Early Voting: Saturday, March 9, 2024 and Monday, March 11 – Saturday, March 16, 2024*

*8:30 am - 6:00 pm - Westbank – Courthouse, 15045 River Rd. Hahnville; Eastbank – Arterbury Building, 14564 River Rd. New Sarpy*

*\*Tuesday, March 19, 2024 – Last Day to request Absentee by Mail Ballots*

*\*Friday, March 22, 2024 - Last day for Registrar to receive voted Absentee Ballot*

*\*Saturday, March 23, 2024 - Election Day – 7:00 am – 8:00 pm*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

- 221 [2024-0102](#) A resolution of the St. Charles Parish Council, acting as governing authority of the Sunset Drainage District, supporting the proposed Act of Donation and Transfer by Chevron U.S.A. to St. Charles Parish authorizing the Sunset Drainage District to appear as Intervenor.

**Sponsors:** Mr. Jewell, Mr. Mobley, Ms. Fonseca, Ms. Wilson, Ms. Skiba, Mr. Pilié, Mr. Comardelle, Ms. O'Daniels, Mr. Fisher and Ms. deBruler

**Attachments:** [2024-0102 Public Notice Sunset Drainage District - Meeting Notice](#)

**Accommodations for Disabled**

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



# St. Charles Parish

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Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2024-0094    **Version:** 1    **Name:** In Recognition: Creative Family Solutions, 25th Anniversary  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/4/2024    **In control:** Parish Council  
**On agenda:** 3/4/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** In Recognition: Creative Family Solutions, 25th Anniversary  
**Sponsors:** Holly Fonseca, Heather Skiba  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0094 Creative Family Solutions-25th Anniversary](#)

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

March 4, 2024

## IN RECOGNITION

WHEREAS, **Creative Family Solutions** is a non-profit community based counseling and educational service organization created in 1999 to address counseling and educational needs for the youth and families in St. Charles Parish; and,

WHEREAS, the vision of **Creative Family Solutions'** "wrap-around approach" is based on the belief that the solution involves each member of the family and is community based, which will be individualized and strength-focused; and,

WHEREAS, **Creative Family Solutions** offers individual counseling, couples counseling, family counseling, group counseling including adolescent substance abuse, adult anger management, parenting, vinyasa yoga, and much more; and,

WHEREAS, **Creative Family Solutions** offers many common concerns such as, stress and anxiety, depression, ADHD, abuse, trauma, behavioral issues, marital conflict, school concerns, and substance use; and,

WHEREAS, as a non-profit counseling center, **Creative Family Solutions** is able to offer reduced fees, along with accepting Medicaid. Services are provided in collaboration with the 29<sup>th</sup> Judicial District Court, St. Charles Parish District Attorney, St. Charles Parish Sheriff's Office, St. Charles Parish Public Schools, and others; and,

WHEREAS, **Creative Family Solutions** is celebrating 25 years of service empowering individuals, youth, and families, in St. Charles Parish to make good choices, reclaim self-esteem, trust others, and achieve goals in the home and in the educational and judicial systems.

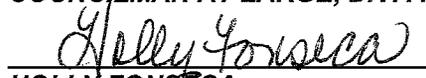
NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby recognize

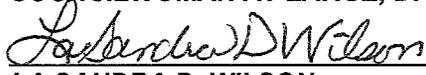
## CREATIVE FAMILY SOLUTIONS ON THEIR 25<sup>TH</sup> ANNIVERSARY

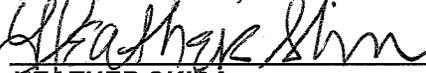
"PARISH OF PLICENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi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

  
MATTHEW JEWEL  
PARISH PRESIDENT

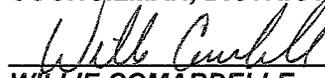
  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A

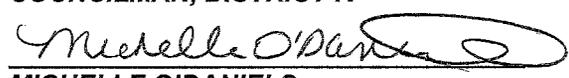
  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

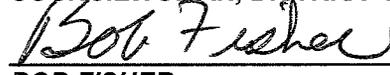
  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II

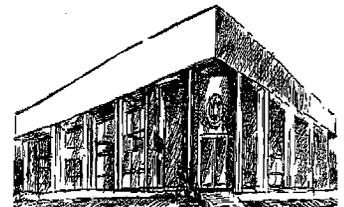
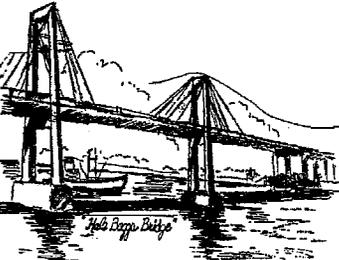
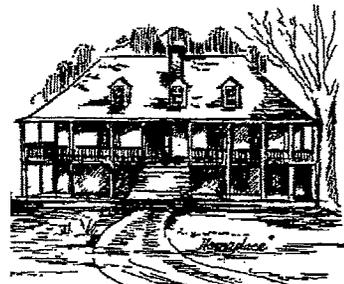
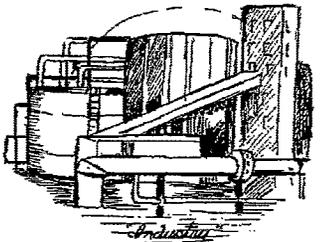
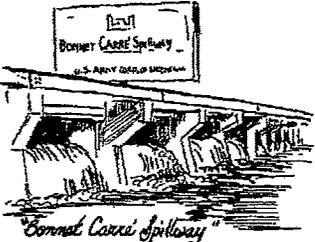
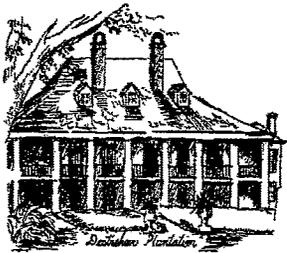
  
WALTER P. P. P.  
COUNCILMAN, DISTRICT III

  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII





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## Legislation Details

**File #:** 2024-0095    **Version:** 1    **Name:** Proclamation: "AmeriCorps Week in St. Charles Parish"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/4/2024    **In control:** Parish Council  
**On agenda:** 3/4/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "AmeriCorps Week in St. Charles Parish"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0095 AmeriCorp Week in SCP](#)

Date	Ver.	Action By	Action	Result
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**PROCLAMATION**

**WHEREAS,** for years, National Service Recognition Day was a standalone day to honor AmeriCorps members and volunteers. In 2022, this important community joined AmeriCorps Week to celebrate; and,

**WHEREAS,** AmeriCorps is a federal agency tasked with elevating service and volunteerism in America. It engages more than 250,000 AmeriCorps members and AmeriCorps Senior volunteers in national service at several locations each year; and,

**WHEREAS,** AmeriCorps engages thousands of Americans each year in sustained, result-driven services through AmeriCorps and AmeriCorps Senior programs; and,

**WHEREAS,** members and volunteers continue to help communities ensure students stay on track to graduate, combat hunger and homelessness, respond to natural disasters, fight the opioid epidemic, help seniors live independently, support veteran and military families, and much more; and,

**WHEREAS,** every March, the country recognizes and gives thanks to those members and volunteers who raise their hands to help when the need arises. They are often the first on the ground and last to leave, making sure their projects are better than they found them.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 10-16, 2024, AS**

**“AMERICORPS WEEK IN ST. CHARLES PARISH”**

**AND ENCOURAGE RESIDENTS TO RECOGNIZE THE POSITIVE IMPACT OF NATIONAL SERVICE IN OUR PARISH, TO THANK THOSE WHO SERVE, AND TO FIND WAYS TO GIVE BACK TO THEIR COMMUNITIES.**



**MATTHEW JEWELL  
PARISH PRESIDENT**



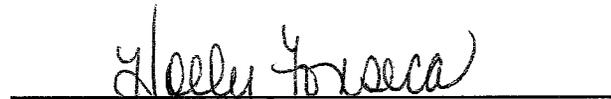
**WALTER PILIÉ  
COUNCILMAN, DISTRICT III**



**MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A**



**WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV**



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



**MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V**



**LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I**



**BOB FISHER  
COUNCILMAN, DISTRICT VI**



**HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II**



**MICHELE DEBRULER  
COUNCILWOMAN, DISTRICT VII**



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## Legislation Details

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**File #:** 2024-0096    **Version:** 1    **Name:** Proclamation: "National Kidney Month" and "World Kidney Day" in St. Charles Parish

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

**File created:** 3/4/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** Proclamation: "National Kidney Month" and "World Kidney Day" in St. Charles Parish

**Sponsors:** Bob Fisher

**Indexes:**

**Code sections:**

**Attachments:** [2024-0096 National Kidney Month](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** there are an estimated 37 million Americans with kidney disease, and one in three adults are at risk for kidney disease; and,

**WHEREAS,** kidney disease is the 10<sup>th</sup> leading cause of death in the United States and it is growing in prevalence; and,

**WHEREAS,** most people are unaware that the risk factors for kidney disease include diabetes, high blood pressure, heart disease, obesity, and a family history of kidney disease; and,

**WHEREAS,** Louisiana ranks number one per capita in incidences of chronic kidney disease because of the high prevalence of high blood pressure and diabetes in our population; and,

**WHEREAS,** African Americans, Hispanics, and Latinos are at increased risk for developing kidney disease; and,

**WHEREAS,** people hospitalized with COVID-19 are at significant risk of developing an acute kidney injury; and,

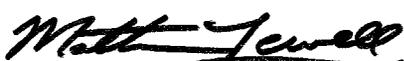
**WHEREAS,** it is critical that attention be brought to this often overlooked health crisis; and,

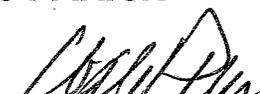
**WHEREAS,** March is National Kidney Month and March 14, 2024, is World Kidney Day; and,

**WHEREAS,** The National Kidney Foundation of Louisiana is calling on everyone to "Heart Your Kidneys" and take the "Minute for Your Kidneys" quiz to raise awareness of kidney disease.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MARCH 2024 AS**

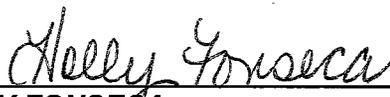
**"NATIONAL KIDNEY MONTH"  
AND PROCLAIM THURSDAY, MARCH 14, 2024  
AS  
"WORLD KIDNEY DAY"  
IN ST. CHARLES PARISH**

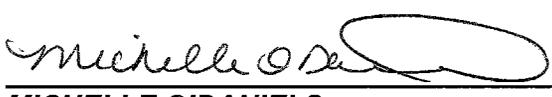
  
MATTHEW JEWELL  
PARISH PRESIDENT

  
WALTER PILIE  
COUNCILMAN, DISTRICT III

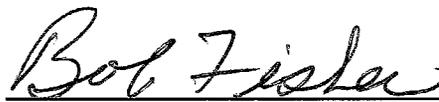
  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A

  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V

  
LA SANDRA D. WILSON  
COUNCILWOMAN, DISTRICT I

  
BOB FISHER  
COUNCILMAN, DISTRICT VI

  
HEATHER SKIBA  
COUNCILWOMAN, DISTRICT II

  
MICHÈLE DEBRULER  
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

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**File #:** 2024-0097    **Version:** 1    **Name:** Proclamation: "National Nutrition Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 3/4/2024    **In control:** Parish Council  
**On agenda:** 3/4/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "National Nutrition Month"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2024-0097 National Nutrition Month](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** food is the substance by which life is sustained; and,

**WHEREAS,** the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and,

**WHEREAS,** there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices; and,

**WHEREAS,** National Nutrition Month® is a nutrition education and information campaign created annually in March by the Academy of Nutrition and Dietetics; and,

**WHEREAS,** the campaign focuses attention on the importance of making informed food choices, developing sound eating, and physical activity habits; and,

**WHEREAS,** this year's theme for National Nutrition Month® inspires us to look "Beyond the Table" when thinking about our health and the environment; and,

**WHEREAS,** choices we make daily, including what we are going to eat and drink, can make a big difference – both now and in the future.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF MARCH 2024 AS**

### "NATIONAL NUTRITION MONTH®"

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO FOCUS ON SEEKING THE HELP OF A REGISTERED DIETITION NUTRITIONIST, GETTING INVOLVED IN GROWING YOUR OWN FOOD AND FOCUSING ON A HEALTHY EATING ROUTINE.**

  
MATTHEW JEWELL  
PARISH PRESIDENT

  
WALTER PILE  
COUNCILMAN, DISTRICT III

  
MICHAEL A. MOBLEY  
COUNCILMAN AT LARGE, DIV. A

  
WILLIE COMARDELLE  
COUNCILMAN, DISTRICT IV

  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

  
MICHELLE O'DANIELS  
COUNCILWOMAN, DISTRICT V



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## Legislation Details

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**File #:** 2024-0098    **Version:** 1    **Name:** Department of Parks & Recreation/Edward A. Dufresne Community Center

**Type:** Report    **Status:** In Council - Reports

**File created:** 3/4/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** Department of Parks & Recreation/Edward A. Dufresne Community Center

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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## Legislation Details

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**File #:** 2024-0099    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 3/4/2024    **In control:** Parish Council  
**On agenda:** 3/4/2024    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2024-0100    **Version:** 1    **Name:** Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601)

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

**File created:** 3/4/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$7,500.00, bringing the overall contract amount to \$22,500.00.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0100 S230601 2023 Wastewater Rate Study Amendment No.1](#)  
[2024-0100 Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
3/4/2024	1	Parish President	Introduced	

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR 2023 WASTEWATER RATE STUDY**

THIS AMENDMENT NO. 1 is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024;

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

**ALL SOUTH CONSULTING ENGINEERS, LLC**, represented herein by Stephen C. Smith, its Partner, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, on July 20, 2023, St. Charles Parish entered into a Professional Services Agreement with All South Consulting Engineers, LLC to provide consulting services for the 2023 Wastewater Rate Study project (Project No. S230601); and,

WHEREAS, St. Charles Parish is requesting All South Consulting Engineers, LLC evaluate three additional rate structures as described in the revised Attachment A to this Amendment No. 1; and

WHEREAS, St. Charles Parish and All South Consulting Engineers, LLC have mutually agreed to an additional fee of \$7,500.00 to complete this work, bringing the overall contract value to \$22,500.00; and,

**Delete Attachment A in its entirety and replace with the attached revised section.**

**Delete Attachment B in its entirety and replace with the attached revised section.**

**Delete Attachment C in its entirety and replace with the attached revised section.**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witnesses:

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

ST. CHARLES PARISH

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

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

**ALL SOUTH CONSULTING  
ENGINEERS, LLC**

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

By: \_\_\_\_\_  
Stephen C. Smith  
Partner

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

**ATTACHMENT “A” – AMENDMENT NO. 1  
PROJECT SCOPE**

2023 WASTEWATER RATE STUDY  
Project No. (S230601)

The Scope of Work is as follows:

Complete a rate study for the St. Charles Parish Department of Wastewater based on the following parameters:

- Compilation of ten years of financial data from past audits, 2022 estimates, and 2023 budget;
- Projections for customer growth, revenue, and expenses for the department for the next six years (2024-2029);
- Development of a mathematical model to calculate sales revenues for future years which will be verified against the last 12 months of billings;
- Analysis of the current rates against projected expenses and capital improvements;
- Development of rates to meet the projected expenses, capital improvements, and desired surplus (including rates for 0%, 10%, or 15% of sales revenues).
- The OWNER shall provide pertinent input data for the study.
- The CONSULTANT and OWNER shall meet once to discuss findings from the study.

Evaluate three additional rate structures as listed below:

- Review the current rate structure and determine the impact on revenue if the first tier of billing was changed to 8,000 gallons/month from 6,000 gallons/month.
- Revenue required to maintain current operating/capital/bond revenue requirements if current rates were reduced by 50% (to arrive at a figure that would be generated by a new/dedicated milage).
- Revenue required to maintain current operating/capital/bond revenue requirements if rates were reduced to 2021 rate structure (to arrive at a figure that would be generated by a new/dedicated milage).

**ATTACHMENT “B” – AMENDMENT NO. 1  
PROJECT SCHEDULE**

2023 WASTEWATER RATE STUDY  
Project No. (S230601)

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>
Rate Study	90

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 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” – AMENDMENT NO. 1  
PROJECT COMPENSATION**

2023 WASTEWATER RATE STUDY  
Project No. (S230601)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$22,500.00.
- a. 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, plus CONSULTANT’s SUBCONSULTANT’s charges.
- b. The charges of the CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit.

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF ALL SOUTH CONSULTING ENGINEERS, LLC , INCORPORATED.

AT THE MEETING OF DIRECTORS OF ALL SOUTH CONSULTING ENGINEERS, LLC, INCORPORATED, DULY NOTICED AND HELD ON DECEMBER 3, 2021. A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Stephen C. Smith, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BE REVOKED OR RESCINDED.



---

Timothy P. Bonura  
Managing Partner

Jan 15, 2023

---

Date



# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2024-0101    **Version:** 1    **Name:** Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and SCP for certain parcels of land comprising approx. 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

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

**File created:** 3/4/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for certain parcels of land comprising approximately 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

**Sponsors:** Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2024 02 22 Final Crawford Canal Act of Donation Chevron to SCP 2-20-2024 SCP Approved](#)  
[2024-0101 CUSA Schneider 1-17-2024](#)

Date	Ver.	Action By	Action	Result
3/4/2024	1	Parish President	Introduced	

UNITED STATES OF AMERICA }  
STATE OF LOUISIANA }  
PARISH OF ST. CHARLES }

**ACT OF DONATION AND TRANSFER**

**BE IT KNOWN**, that on the dates set forth below, but effective as of the date of acceptance as evidenced by execution of the document by St. Charles Parish (the “**Effective Date**”), before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County as set forth above, and in the presence of the undersigned witnesses;

**PERSONALLY, CAME AND APPEARED:**

**CHEVRON U.S.A. INC.**, a Pennsylvania corporation, having an address of 100 Northpark Blvd, Covington, LA 70433, (the “**Donor**”) represented herein by its Land Management Officer, Ryan Schneider duly authorized by Certificate of Assistant Secretary attached hereto and made a part hereof; and

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, (the “**Donee**”) herein represented by Matthew Jewell, its Parish President, whose mailing address is 15045 River Road, 3rd Floor, P.O. Box 302, Hahnville, LA 70057, and duly authorized pursuant to Ordinance No. \_\_\_\_\_ adopted by the St. Charles Parish Council on \_\_\_\_\_, a copy of which is attached hereto and made a part hereof (Donor and Donee sometimes also herein referred to individually as “**Party**” and collectively as “**Parties**”);

who declared the following:

Donor does by these presents give, grant, donate, set over, transfer, and assign unto Donee, here present and accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, all of Donor's right, title and interest in, on, under and to the land depicted and described as Parcel 1-1-R-2 and Parcel 1-2 on Exhibit A and further described on Exhibit A-1, both attached hereto and made a part hereof (collectively, the “**Land**”), together with, if any presently exists on the land, all of the buildings, structures, facilities, improvements and moveable and immoveable properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon, together with all of Donor's right, title and interest in, on, under and to all surface and other agreements, servitudes, roads, easements, privileges, advantages, rights-of-way and other rights, estates, and interests belonging to or in any wise appertaining to the ownership, and/or use of the Land, all of which are sometimes hereinafter referred to individually and collectively in the singular as the “**Property**.”

**TO HAVE AND TO HOLD** the Property unto the said Donee, its successors and assigns forever, pursuant to and subject to all of the terms and conditions set forth in this Act of Donation and Transfer (this “**Donation**”). This Donation is made and accepted subject to the following stipulations, conditions, encumbrances, agreements and reservations:

- 1) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind, governmental laws, ordinances, restrictive covenants, liens, and other encumbrances affecting the use of and/or encumbering the Land and Property and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by a public records search or a current on the ground survey and inspection of the Property or otherwise.
- 2) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:
  - a. restrictive covenants, boundary and common party wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations, and ordinances of any governmental authority covering the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted;
  - b. any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of the Property;
  - c. the rights of any tenants or other parties in possession of any part of the Property;  
and

- d. Any assessment or lien for ad valorem taxes for the current year and for subsequent years, and any assessments and/or liens for special assessments which are not yet due and payable and subsequent ad valorem tax assessments for prior years due to a change in land usage or ownership.
- 3) **No Warranty.** This Donation of Property is made by Donor and accepted by Donee without any warranty whatsoever, either express or implied and even as to title.
- 4) **Disclaimer, Waiver, and Release.** THE PROPERTY IS CONVEYED IN AN "AS IS" "WHERE IS" CONDITION, WITH ALL FAULTS, LIABILITIES AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN, AND WITH NO RIGHT OF SET-OFF OR REDUCTION IN CONSIDERATION. DONEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICIS AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500, ANY OTHER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. BUYER ALSO WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF CONSIDERATION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, IN CONNECTION WITH THE PROPERTY. IN FURTHERANCE OF THE FOREGOING WAIVERS, DONEE HEREBY RELIEVES AND RELEASES DONOR FROM ANY AND ALL CLAIMS AND ANY AND ALL LOSSES RELATING TO OR ARISING OUT OF ANY VICIS OR DEFECTS IN: ALL OR ANY PORTION OF THE PROPERTY, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, AND PARTICULARLY FOR ANY CLAIMS, RIGHTS OR CAUSE OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ., AND ARTICLE 2541, ET SEQ. DONEE FURTHER ACCEPTS SAID PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY TIMBER LOCATED THEREON AND ANY MINERAL RESERVES THEREUNDER) AS IS, WHERE IS, IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY WARRANTY, AND DONOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE PROPERTY'S TITLE, QUALITY, MERCHANTABILITY, ENVIRONMENTAL CONDITIONS, OR ITS SUITABILITY OR FITNESS FOR DONEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, CONTAMINATION, OR DANGEROUS CONDITIONS. BY ITS SIGNATURE BELOW, DONEE EXPRESSLY ACKNOWLEDGES THAT ALL SUCH WAIVERS AND ITS EXERCISE OF DONEE'S RIGHT TO WAIVE WARRANTY PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2503 AND 2548.
- 5) **Inspection by Donee.** Donee further certifies that the Property (including, but not limited to, any timber located thereon or any oil, gas or other mineral reserves thereunder) has been carefully inspected by Donee and that Donee is familiar with its condition and value thereof, and the improvements (including plumbing, electric wiring and equipment, debris, trash, farm equipment, and machinery installed thereon) located on the Property, inclusive of any hydrocarbons, other contaminants or waste substances that may be present in the soil, water and groundwater, and assumes all risks and liabilities associated therewith. DONEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN OR MAY HAVE BEEN USED IN CONNECTION WITH OIL, GAS AND OTHER MINERAL EXPLORATION, DEVELOPMENT, PRODUCTION, TRANSPORTATION AND OPERATIONS (INCLUDING, BUT NOT LIMITED TO, THE TWO (2) INCH PIPELINE TRAVERSING THE PROPERTY BEING FURTHER IDENTIFIED IN THAT CERTAIN RIGHT-OF-WAY AGREEMENT FROM TEXACO INC. TO THE SUNSET DRAINAGE DISTRICT RECORDED ON JULY 24, 1989, IN COB 408 AT FOLIO 316 BEARING INSTRUMENT NO. 144994, IN THE CONVEYANCE RECORDS OF ST. CHARLES PARISH, LA, DEPICTED ON EXHIBIT A) AND THAT SUCH USAGE COULD HAVE RESULTED IN CONTAMINATION OF OR ON THE PROPERTY OR IMPROVEMENTS THEREON. DONEE ALSO ACKNOWLEDGES THAT, AS PART OF ITS OPERATIONS OF THE SUNSET PUMP STATION, IT HAS BEEN USING, OCCUPYING AND OPERATING ON A PORTION OF THE PROPERTY AT ITS SOUTHERN EDGE FOR AN UNKNOWN NUMBER OF YEARS, WHICH OCCUPANCY AND USE HAS INCLUDED, WITHOUT LIMITATION, THE STORAGE AND USE OF PETROLEUM PRODUCTS, HYDRAULIC FLUID AND OTHER HAZARDOUS SUBSTANCES, THE STORAGE AND USE OF VEHICLES AND OTHER EQUIPMENT OR DEBRIS, AND THE STORAGE AND USE OF DRUMS AND OTHER STORAGE CONTAINERS OF UNKNOWN CONTENTS.
- 6) **Prohibited Activities and Security.** Donee acknowledges that the Property is directly adjacent to lands owned by Donor, which land is described and depicted as "Conservation Lands" on **Exhibit A** attached hereto and made a part hereof (the "Conservation Lands") which are subject to that certain Mitigation Banking Instrument dated June 9, 2005 by and between Chevron U.S.A. Inc. and the United States Army Corps of Engineers, et al (the "MBI") and / or Conservation Servitude and Easement dated

August 2, 2005 between Chevron U.S.A. Inc. and the Mississippi River Trust recorded in the Conveyance Records of St. Charles Parish, Louisiana on August 11, 2005 as COB 655 folio 339 bearing Entry No. 310788 (the “**Conservation Servitude**”), both of which contain specific prohibitions against certain activities on the Conservation Lands (the “**Prohibited Activities**”). Donee agrees that it will not conduct the Prohibited Activities on the Conservation Lands. Donee further agrees to cooperate with and assist Donor in preventing trespassing, or any other act inconsistent with this Donation, the MBI and the Conservation Servitude, on Donor’s adjacent property, including on the Conservation Lands. Donee agrees to, at Donee’s sole cost and promptly after Donor’s request, install and maintain in good condition 4’ tall, 6” diameter, concrete filled steel pipe bollards at an interval of not more than 350’ around the perimeter of the Property abutting the Conservation Lands.

- 7) **Right of Access.** Donor retains and reserves to itself, its successors and assigns, the a right of access over the Property, including rights of ingress and egress from the Property to the Conservation Lands and other property of Donor in the vicinity (including the right to use the existing roads and bridges at the Sunset Pump Station and over the bridge to be constructed across the Crawford Canal to the extent such road or bridges are located or will be located on the Property) for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands. Further, Donee grants to Donor the rights of access and ingress and egress to that property as described on **Exhibit B (“Pump Station Property”)**, attached hereto and made a part hereof (including the right to use the existing road and bridge at the Sunset Pump Station and over the bridge to be constructed across the Crawford Canal to the extent such road or bridges are located on the Pump Station Property) for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands. Donor agrees that it will use its best efforts to not unreasonably interfere with the Donee’s use of the Property or the Pump Station Property. Donor shall provide email notice to Donee 72 hours prior to exercising rights of access and ingress and egress involving heavy duty trucks or construction equipment to the St. Charles Parish Director of Public Works (mbingham@stcharlesgov.net), Assistant Superintendent - Drainage ([ctregre@stcharlesgov.net](mailto:ctregre@stcharlesgov.net)) and Field Superintendent of the Sunset Drainage District, Toby Schmill ([tschmill@stcharlesgov.net](mailto:tschmill@stcharlesgov.net)), as well as via mail courier to St. Charles Parish, Parish President, 15045 River Road, Hahnville, Louisiana 70057 with copies of said notice to the Director of Public Works, 100 River Oaks Dr., Destrehan, Louisiana, 70047 and the Department of Legal Services, 15058 River Road, Hahnville, Louisiana 70057. In instances when Donor’s access involves heavy duty trucks or construction equipment, Donee may require Donor at Donor’s sole expense to secure a flagger to ensure traffic does not interfere with Donee’s activities on site. For all other types of ingress and egress involving incidental traffic using light duty passenger type vehicles and/or all terrain vehicles, verbal notice or notice via text message to the Field Superintendent of the Sunset Pump Station will be given within 24 hours of said access.

NOW UNTO THESE PRESENTS comes the St. Charles Parish Council, acting as the governing authority of the SUNSET DRAINAGE DISTRICT , appearing herein through its duly authorized representative, Matthew Jewell, St. Charles Parish President, pursuant to Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, as **Intervenor**, appearing herein to affirm the rights of access and ingress and egress described above in all of its terms and conditions. Intervenor herein does hereby accept, ratify, and affirm the rights of access and ingress and egress granted by Donee over 2 acre lot identified as Tract D of Pump Station Property in Exhibit B.

- 8) **Prohibited Uses of the Property.** Donee agrees that the Property (i) will only be used for public purposes, primarily for flood protection and drainage purposes; (ii) will not and will never be used for any commercial or residential purposes; and (iii) will not be subdivided (collectively, the “**Prohibited Uses**”). In furtherance thereof, the Property, as the servient estate, will be burdened and encumbered by, and subject to, the Prohibited Uses as a negative predial servitude for the express benefit of the Conservation Lands, as the dominant estate, which shall run in favor of Donor as the current owner of the Conservation Lands and in favor of all future owners of the Conservation Lands for the benefit of the Conservation Lands.
- 9) **Wetlands.** Donee acknowledges that there may be wetlands present on the Property. Donee agrees that it will be responsible for obtaining all necessary regulatory permits for its use of the Property, including, but not limited to, an Army Corps of Engineers permit, and that it will comply with all laws, rules and regulations governing the Property, and Donee’s use of the Property.
- 10) **Waiver of Rights Under La. Rev. Stat. 38:113.** Specifically related to the area within and adjacent to Parcel 1-1-R-2, which is depicted and described on **Exhibit A** and further described on **Exhibit A-1**, should the Crawford Canal be expanded to within one hundred feet (100’) of any portion of the Conservation Lands, Donee, to the full extent allowed by law, hereby expressly waives, surrenders, releases, and relinquishes all rights of access granted to it by Louisiana Revised Statute 38:113 but only to the extent such rights would or do include access to any portion of the Conservation Lands adjacent to Parcel 1-1-R-2. Donee acknowledges and agrees that the waiver of rights provided for herein is not

adverse to the public interests and will leave the Donee with sufficient and satisfactory rights to access and maintain the efficient function of the Crawford Canal as contemplated by Louisiana Revised Statute 38:113. Upon Donor's request, the Donee agrees to execute a waiver of the rights described in this Section 10 in a form reasonably acceptable to Donor and Donee for recordation in the public records of the Louisiana Parish in which the Conservation Lands are located.

- 11) **Restriction on Transfers.** Without Donor's express written consent, which consent can be withheld for any reason, Donee may not sell, transfer, convey, donate or assign the Property to any third party. Notwithstanding the forgoing, Donee may transfer the Property to a successor governmental authority upon providing written notice thereof to Donor, addressed to Chevron U.S.A. Inc. Attn: Land Manager, 100 Northpark Blvd. Covington, LA 70433.
- 12) **Covenants Running with the Land.** It is further understood and agreed by the Parties hereto that the covenants and agreements set forth in this Donation shall be covenants running with the land and shall be binding upon Donee and Donee's successors and assigns forever.
- 13) **Waiver of Damages.** DONOR AND DONEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING IN THIS DONATION TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS MADE FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY THE PARTIES OR ANY THIRD PARTY.
- 14) **Release and Indemnity.**
  - a) BY ACCEPTING TITLE TO THE PROPERTY, DONEE RELEASES THE DONOR AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES OF EITHER OR BOTH OF THEM (COLLECTIVELY, THE "DONOR GROUP") FROM ANY CLAIM MADE OR ANY LOSS SUSTAINED BY THE DONEE RELATED IN ANY MANNER TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CLAIMS MADE AND LOSSES INCURRED RELATED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER THE EFFECTIVE DATE OF THIS DONATION, A CLAIM MAY BE MADE AGAINST DONEE OR DONEE MAY SUFFER A LOSS WHICH IS IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE, AND DONEE AGREES THAT DONEE ASSUMES THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSS OR CLAIM. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.
  - b) DONEE, FOR ITSELF AND ALL MEMBERS OF THE DONEE GROUP, SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS ALL MEMBERS OF THE DONOR GROUP FROM (A) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH DONEE'S OWNERSHIP, USE OR OCCUPANCY OF THE PROPERTY BEFORE, ON, OR AFTER THE EFFECTIVE DATE (B) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER SUCH ENVIRONMENTAL CONDITION EXISTED BEFORE, ON, OR AFTER THE EFFECTIVE DATE.  
  
DONEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14(b) SHALL APPLY REGARDLESS OF THE FAULT OR NEGLIGENCE OF ANY MEMBER OF THE DONOR GROUP, INCLUDING STRICT OR STATUTORY LIABILITY OF DONOR GROUP UNDER ANY APPLICABLE LAW.
  - c) IT IS EXPRESSLY RECOGNIZED BY DONEE THAT THE PROPERTY, LAND AND THE IMPROVEMENTS, HAVING BEEN USED HISTORICALLY FOR OIL AND GAS ACTIVITIES AND BY DONEE IN CONNECTION WITH CONSTRUCTING, OPERATING AND MAINTAINING A TANK FARM AS WELL AS A PUMP STATION, TANK FACILITY AND APPURTENANT BUILDINGS AND FIXTURES, MAY CONTAIN NORM, ASBESTOS AND OTHER HAZARDOUS MATERIALS AS A RESULT OF THESE OPERATIONS. ANY CONVEYANCE, TRANSFER OR ASSIGNMENT OF ALL OR PART OF THE PROPERTY BY DONEE, ITS SUCCESSORS OR ASSIGNS, IN WHICH THE GRANTEE, TRANSFEREE OR ASSIGNEE FAILS TO EXPRESSLY ASSUME THE OBLIGATIONS OF DONEE UNDER THIS DONATION, INCLUDING BUT NOT LIMITED TO THIS SECTION 14, SHALL BE DEEMED NULL AND VOID. DONEE FURTHER AGREES TO CAUSE THE PROVISIONS

OF THIS SECTION 14 TO BE INCLUDED IN ALL SUBSEQUENT SALES OR TRANSFERS OF ANY INTEREST IN THE PROPERTY, AND TO CAUSE ALL PURCHASERS OR TRANSFEREES OF THE PROPERTY TO EXPRESSLY ACKNOWLEDGE AND ASSUME ALL SUCH OBLIGATIONS. SUBSEQUENT ASSIGNMENTS BY DONEE SHALL NOT ALTER DONEE'S INDEMNIFICATION OBLIGATIONS TO DONOR GROUP AS AGREED HEREIN.

- d) DONEE ACKNOWLEDGES THAT DONEE HAS CAREFULLY REVIEWED THE WAIVERS, RELEASES, AND INDEMNITIES CONTAINED IN THIS DONATION AND THAT THE SAME ARE A MATERIAL PART OF THIS DONATION.
- 15) **Consideration.** This Donation is made in consideration of the mutual promises set out in this Donation, and other valuable consideration, the receipt and sufficiency of which are acknowledged. Donee waives the right to just compensation for donation of Property granted herein.
- 16) **Notice to Tenants.** Donor acknowledges and ratifies that all surface leases of the Land have been terminated, amended, or modified to remove Parcels 1-1-R-2 and 1-2, that the tenant(s) have received notice as required by law and in accordance with any requirements of those surface leases related to said termination, amendment, or modification, and that personal property, including all drums within or adjacent to the cattle pen, have been removed and properly disposed of, and all livestock has been relocated.
- 17) **Entire Agreement.** This Donation, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by authorized representatives of both Parties.
- 18) **Severability.** If any provision of this Donation or its application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Donation or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- 19) **No Public Disclosure.** Donee shall not issue any public announcement or statement concerning this Donation (except as required by law) or make any use of Donor's names, image, logos, or trademarks without obtaining Donor's prior written consent.
- 20) **Counterparts.** This Donation may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
- 21) **Recordation.** Donee shall record this Donation in the conveyance records of St. Charles Parish and provide Donor with a filed-stamped copy within ten (10) days of the Effective Date.
- 22) **Proper Authority and Execution.** Donor and Donee represent and warrant that they are authorized to enter into this Donation and execute the same without further authority. This Donation shall have no binding force and effect on either Party unless and until both Donor and Donee shall have executed and delivered this Donation.
- 23) **Conflicts of Interest** relating to this Donation are strictly prohibited. Except as otherwise expressly provided herein, neither Donee, nor any director, employee, or agent of Donee shall give to or receive from any director, employee, or agent of Donor any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Donee nor any director, employee, or agent of Donee shall, without prior written notification thereof to Donor, enter into any business relationship with any director, employee, or agent of Donor or any affiliate thereof, unless such individual is acting for and on behalf of Donor. Donee shall promptly notify Donor of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Donor. Additionally, in the event of any violation of this Section, including any violation occurring prior to the Effective Date of this Donation, resulting directly or indirectly in Donor's consent to enter into this Donation, Donor may, at Donor's sole option, terminate this Donation at any time. Any representatives authorized by Donor may audit any and all records of Donee for the sole purpose of determining whether there has been compliance with this Section.
- 24) **Taxes.** Any and all taxes due related to the Property, including ad valorem, property, or other real estate taxes or special assessments, whether arising from periods before or after the Effective Date, shall be

the responsibility of Donee, and in no event will Donee seek reimbursement from Donor for payment of such taxes and/or special assessments.

- 25) Further Assurances. From time to time after the Effective Date, and without any further consideration, the parties hereto will execute and deliver such instruments and take such other actions as the parties hereto may reasonably request in order to consummate the transactions contemplated by this Donation.
- 26) **Successors and Assigns.** This Donation shall inure to the benefit of and be binding upon the parties hereto and, where applicable, their successors and permitted assigns.
- 27) **Dispute Resolution.** This Donation is governed by and interpreted in accordance with the laws of the State of Louisiana. Any dispute arising out of or related to this Donation that may result in litigation shall be litigated in the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, State of Louisiana.

**IN WITNESS WHEREOF**, Donor and Donee have executed this Donation on the dates set forth below, but effective as of the Effective Date.

(SIGNATURE PAGES AND EXHIBITS FOLLOW)

THUS done and passed in St. Tammany Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 after a reading of the whole

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**DONOR:**

**CHEVRON U.S.A. INC.**

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

Printed Name: Ryan Schneider

Its: Land Management Officer

\_\_\_\_\_  
**NOTARY PUBLIC**

Notary Name: \_\_\_\_\_

Notary I.D. No.: \_\_\_\_\_

THUS done and passed in St. Charles Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this \_\_\_\_ day of \_\_\_\_\_, 2024 after a reading of the whole

**WITNESSES:**

**DONEE: ST. CHARLES PARISH**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Matthew Jewell

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: Parish President

\_\_\_\_\_  
**NOTARY PUBLIC**

Notary Name: \_\_\_\_\_

Notary I.D. No.: \_\_\_\_\_

THUS done and passed in St. Charles Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this \_\_\_\_ day of \_\_\_\_\_, 2024 after a reading of the whole

**WITNESSES:**

**INTERVENOR:**

**SUNSET DRAINAGE DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Matthew Jewell

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: Duly Authorized Representative

\_\_\_\_\_  
**NOTARY PUBLIC**

Notary Name: \_\_\_\_\_

Notary I.D. No.: \_\_\_\_\_



**EXHIBIT A-1  
THE LAND**

Parcel 1-1-R-2  
Chevron U.S.A. Inc.  
Sections 3, 4, 9, 10, & 38, T-15-S, R-20-E  
Sheet 1

From a point on the baseline having coordinates Y= 470128.08 / X= 3567630.21  
proceed S88°15'02"W a distance of 125.87 feet to the point of beginning;

thence proceed S30°42'18"W a distance of 311.76 feet to a point and corner;  
thence proceed S00°52'38"E a distance of 42.63 feet to a point and corner;  
thence proceed S55°49'22"W a distance of 119.41 feet to a point;  
thence proceed S65°15'22"W a distance of 130.00 feet to a point and corner;  
thence proceed S24°44'38"E a distance of 181.70 feet to a point and corner;  
thence proceed S71°08'41"W a distance of 66.20 feet to a point;  
thence proceed S65°04'42"W a distance of 87.58 feet to a point;  
thence proceed S70°30'25"W a distance of 85.69 feet to a point;  
thence proceed S73°57'11"W a distance of 41.05 feet to a point;  
thence proceed S84°06'25"W a distance of 44.11 feet to a point;  
thence proceed N85°18'02"W a distance of 42.53 feet to a point and corner;  
thence proceed N01°00'13"W a distance of 2347.86 feet to a point and corner;  
thence proceed N88 59'25"E a distance of 660.00 feet to a point and corner;  
thence proceed S01 00'13"E a distance of 1662.91 feet to the point of beginning.

All of which comprises Parcel 1-1-R-2 and any and all property owned by Chevron U.S.A. Inc. within Lots 514 & 515 of the Sunset Drainage District not specifically identified, fee property, as shown on Sheet 1 of the Right of Way Map, Crawford Canal Widening Project, St. Charles Parish, Louisiana, and contains an area of 1,391,952.4 square feet or 31.955 acres.

Parcel 1-2  
Chevron U.S.A. Inc.  
Sections 10 & 38, T-15-S, R-20-E  
Sheet 1

That piece or portion of ground being Parcel 1-2, fee property, on, over and across a tract of land owned now or formerly by Chevron U.S.A. Inc., situated in Sections 10 & 38, T-15-S, R-20-E, Southeastern Land District, West of the Mississippi River, Bayou Gauche, St. Charles Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 469616.66 / X= 3567645.82  
proceed S88°15'02"W a distance of 296.95 feet to the point of beginning;

thence proceed S44°43'10"W a distance of 32.16 feet to a point;  
thence proceed S63°42'41"W a distance of 50.13 feet to a point;  
thence proceed S62°04'16"W a distance of 48.35 feet to a point;  
thence proceed S69°06'40"W a distance of 15.98 feet to a point and corner;  
thence proceed N24°44'38"W a distance of 73.04 feet to a point and corner;  
thence proceed N65°15'22"E a distance of 110.00 feet to a point and corner;  
thence proceed N24°44'38"W a distance of 89.67 feet to a point and corner;  
thence proceed N55°49'22"E a distance of 109.57 feet to a point and corner;  
thence proceed S00°52'38"E a distance of 181.98 feet to the point of beginning.

All of which comprises Parcel 1-2 and any and all property owned by Chevron U.S.A. Inc. within Lots 492, 514 & 515 of the Sunset Drainage District not specifically identified, fee property, as shown on Sheet 1 of the Right of Way Map, Crawford Canal Widening Project, St. Charles Parish, Louisiana, and contains an area of 19,037.5 square feet or 0.437 acres.

EXHIBIT "B"  
PUMP STATION PROPERTY

Tract A of Pump Station Property

**TRACT A**

**COMMENCING** at a 2 inch iron pipe located South 0 degrees 12 minutes East 117.1 feet from a 2 inch iron pipe marking the Northwest corner of a two acre tract of land situated in the Southeast corner of Lot 515 of the **SUNSET DRAINAGE DISTRICT** in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana, said tract of land being the same property **TEXACO INC.** conveyed to the **BOARD OF COMMISSIONERS OF SUNSET DRAINAGE DISTRICT** on October 5, 1962 and recorded in Conveyance Book 34, Page 367 of the Records of St. Charles Parish, Louisiana;

**THENCE** North 85 degrees 05 minutes 50 seconds West 100.2 feet to the **POINT OF BEGINNING** and marked by a 3/4 inch galvanized iron pipe;

**THENCE** South 24 degrees 04 minutes East 110.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

**THENCE** South 65 degrees 56 minutes West 130.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

**THENCE** North 24 degrees 04 minutes West 110.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

**THENCE** North 65 degrees 56 minutes East 130.0 feet to the **POINT OF BEGINNING**, said tract of land containing 0.328 acres more or less.

Tract B of Pump Station Property

**TRACT B**

**BEGINNING** at a 3/4 inch iron pipe being the Northeast corner of Tract A situated in the South half (S/2) of Lots 514 and 515 of the **SUNSET DRAINAGE DISTRICT** in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana. Said point being the **POINT OF BEGINNING** for Tract A and Tract B;

**THENCE** North 56 degrees 30 minutes East 119.1 feet to the West line of a two acre tract of land being the same property **TEXACO INC.** conveyed to the **BOARD OF COMMISSIONERS OF SUNSET DRAINAGE DISTRICT** on October 5, 1962 and recorded in Conveyance Book 34, Page 367 of the Records of St. Charles Parish, Louisiana;

**THENCE** South 0 degrees 12 minutes East 24.0 feet by and along the West line of said tract of land;

Tract C of Pump Station Property

**TRACT C**

**BEGINNING** at a 3/4 inch iron pipe being the Southwest corner of Tract A situated in the South half (S/2) of Lots 514 and 515 of the **SUNSET DRAINAGE DISTRICT** in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana;

**THENCE** along a line extending South 24 degrees 04 minutes East to Bayou Gauche; said line being the West line of a 20 foot wide Right of Way extending from Tract A to Bayou Gauche.

And being more fully described on the plan of survey by C. Larry Johnson, Registered Land Surveyor, dated February 11, 1983, a copy of which is attached as Exhibit "A".

Being a portion of the same property acquired by The Texas Company (now Texaco Inc.) from Hibernia Bank & Trust Company, In Liquidation, by act under private signature, dated October 2, 1951, recorded under Entry No. 8618 of the Records of St. Charles Parish, Louisiana.

**Tract D of Pump Station Property**

BEGINNING at a 2 inch iron pipe located 255 feet West and 117 feet North of the Southeast corner of the old Sunset Drainage District pump station (built in 1912), which station is situated at the South end of the Crawford canal in Section 10, Township 15 South, Range 20 East, St. Charles Parish, Louisiana, said station also being situated in the Sunset Drainage District;

THENCE North 30 degrees 00 minutes East from said 2 inch iron pipe to a point in the East line of Lot 515 of the Sunset Drainage District;

THENCE Southerly on and along the East line of said Lot 515 to the Southeast corner of Lot 515 at Bayou Gauche;

THENCE Westerly on and along the South line of said Lot 515 to a point South of the 2 inch iron pipe described above for the point of beginning;

THENCE North to the point of beginning, containing approximately 2 acres.



Valerie B. Villaraza  
Assistant Secretary

**CHEVRON U.S.A. INC.  
CERTIFICATE OF ASSISTANT SECRETARY**

I, **Valerie B. Villaraza**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (the "Corporation"), **DO HEREBY CERTIFY** that on July 24, 1992, the following resolutions were adopted by unanimous written consent of the Board of Directors of the Corporation, as the same appear of record in the minute book of the Corporation:

**“GENERAL AUTHORITY RESOLUTIONS**

**“RESOLVED**; That any officer of this Corporation or any division thereof is empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

1. leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation, where either book value or sale price exceeds \$25 million or the acreage exceeds 6,400 acres;
2. deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds \$25 million;
3. documents, instruments or promissory notes in support of any borrowings, provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
4. documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

**RESOLVED**; That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

**RESOLVED**; That any officer of this Corporation or of any division thereof be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one year but in no instance to exceed a term of five years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

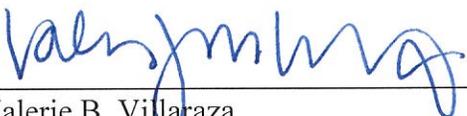
**RESOLVED;** That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.”

**I FURTHER CERTIFY** that the aforesaid resolutions are still in full force and effect and have not been amended or rescinded.

**I FURTHER CERTIFY** that **RYAN SCHNEIDER** has been duly elected, has duly qualified, and this day is an Assistant Secretary and Land Management Officer of this Corporation.

**IN WITNESS WHEREOF,** I have hereunto set my hand this 17th day of January, 2024.



  
\_\_\_\_\_  
Valerie B. Villaraza  
Assistant Secretary



# 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 #:** 2024-0086    **Version:** 1    **Name:** R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III  
**Type:** Ordinance    **Status:** Public Hearing  
**File created:** 2/19/2024    **In control:** Parish Council  
**On agenda:** 3/4/2024    **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(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park, 1014, 1018, and 1028 Paul Frederick Street, Luling as requested by Alvin Gordon, III.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0086 RECOMMENDATIONS AT A GLANCE](#)  
[2024-0086 Minutes](#)  
[2024-0086 Staff Report](#)  
[2024-0086 Survey](#)  
[2024-0086 AERIAL](#)  
[2024-0086 ZONING](#)  
[2024-0086 FLUM](#)  
[2024-0086 Application 1](#)  
[2024-0086 Testimony](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	
2/1/2024	1	Planning Commission	Recommended	Approval
2/1/2024	1	Department of Planning & Zoning	Recommended	Approval
1/4/2024	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2024-2-R requested by Alvin Gordon, III for a change of zoning from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Oak Ridge Park Subdivision, 1014-1028 Paul Frederick Drive, Luling. Council District 1.**

### **Planning Department Recommendation:**

Approval.

### **Planning Commission Recommendation:**

Approval.

**2024-2-R requested by Alvin Gordon, III for a change of zoning from R-1A(M) to R-2 on Lots 47, 48, 49, 50, 51, and 52, Oak Ridge Park Subdivision, 1014-1028 Paul Frederick Drive, Luling. Council District 1.**

**Mr. Welker** - 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-to-Moderate Residential, which primarily anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. However, the designation does consider alternative housing types with a moderately higher density that are not typically permitted, or permitted by right, in those districts. This includes duplexes, patio/zero-lot line homes, townhomes, and accessory units. The R-2 zoning district is not explicitly recommended under the Low-to-Moderate Residential designation, but duplexes are considered in the description as an appropriate residential development type. Since duplexes are permitted by right starting in the R-2 district, it is appropriate to consider it in conformance with the Low-to-Moderate Residential designation and the Comprehensive Plan Future Land Use Map. There is no R-2 zoning in the area, and while consisting of six lots the site is still less than an acre, so it is appropriate to consider this a spot zone affecting a small area. But conformance with the comprehensive plan takes precedence over being a spot zone as part of the Department's analysis. The request meets the first guideline.

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(M) zoning district was established in 1981 and this block of Paul Frederick Street has been developed with a mix of manufactured and site-built homes for decades.

The subject site consists of 6 individual lots measuring 70 ft. wide and approximately 5,300 sq. ft. Under current zoning each lot can be developed by right with either a new manufactured or site-built home. By rezoning to R-2, new lot size requirements would apply. The minimum lot width would increase from 50 ft. to 60 ft., and the minimum lot area from 5,000 sq. ft. to 6,000 sq. ft. If the rezoning is approved a resubdivision consolidating into five lots would be required to meet the minimum lot area for the R-2 district (this would also be the case if zoned R-1A). Despite losing one lot, the ability to permit duplexes would allow for ten total dwellings compared to the six that can be permitted today. But while an additional four dwellings is beneficial, the ability to develop the six existing lots under the current zoning is far from unreasonable, especially considering the reduced lot sizes, setbacks, and lower cost housing options permitted in the district. And this has not been impacted by any substantial changes in the land-use pattern or character of the neighborhood. The request does not meet the second guideline.

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

Despite being an upzoning permitting housing at a higher density, the R-2 district is more in-line with the development standards of the R-1A zoning district compared to the reduced standards of the existing R-1A(M). This includes:

- Site-built construction
- Same lot area (6,000 sq. ft. / 60 ft. wide)
  - R-1A(M) allows lots of 5,000 sq. ft. / 50 ft. wide
- Same setbacks (20 ft. front / 5 ft. sides / 20 ft. rear)
  - R-1A(M) permits 15 ft. front and 5 ft. rear setbacks
- Same rear yard coverage requirement (25%)
  - No such requirement under R-1A(M)

The more stringent development requirements of the R-2 zoning district, both in terms of construction type and lot size requirements, would actually allow for development more in character with the site-built houses on Paul Frederick Street and abutting to the rear on Kinler Street, and not adversely impact neighborhood character.

The site is located in a developed area where Parish water, sanitary sewer, and drainage facilities are available and will not be overburdened by the four additional units that may be permitted. But as referenced under the Utilities section of this report, coordination between the property owner and the Department of Public Works must occur regarding a potential drainage servitude within the subject site in order to facilitate a larger drainage project. This does not directly affect the rezoning request, but would impact any subsequent resubdivision and permitting. The request meets the third guideline.

The department recommends approval, based on meeting the first and third rezoning criteria.

I also want to mention that the applicant has been in touch with and is working with the Department of Public Works, there looking to arrange a meeting with them I believe next week to kind of go over that whole drainage servitude issue so that's being worked out.

**Applicant** – Alvin Gordon, III, I stay at 9512 Linden Loop in Waggaman.

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

Commissioner Krajcer, Jr. made a motion to approve, seconded by Folse, Jr.

YEAS: Price, Keen, Ross, Petit, Folse, Jr., Krajcer, Jr.  
NAYS: None  
ABSENT: Frangella  
**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2024-2-R

### APPLICATION INFORMATION

- **Submittal Date:** 1/4/2024
- **Applicant / Property Owner**  
Alvin Gordon, III  
9512 Linden Loop  
Westwego, LA 70094  
504-236-5112; goodguyfinishing@hotmail.com
- **Request**  
Change of zoning:
  - Current - R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes - Medium density
  - Proposed - R-2, Two Family Residential

### SITE INFORMATION

- **Location**  
Lots 47, 48, 49, 50, 51, and 52, Square D, Oak Ridge Park; Lots 47, 48, and 52 are addressed as 1014, 1018, and 1028 Paul Frederick Street, Luling
- **Size:** approximately 31,710 sq. ft. (0.72 acres)
- **Current Use:** undeveloped
- **Surrounding Zoning**  
R-1A(M) zoning is located to the Paul Frederick, Brooklyn, and Hackberry Street sides; R-1A zoning is adjacent to the Kinler Street side.
- **Surrounding Uses**  
The site is in a developed residential area adjacent to the Paul Maillard Road corridor. Dwellings on Paul Frederick Street consist of both manufactured and site-built single family homes. Those adjacent to rear on Kinler Street are exclusively site-built single family homes.
- **Zoning History**  
The existing R-1A(M) district was established in 1981.
- **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)*
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: X Zone  
2013 Digital Flood Insurance Rate Map: X
- **Traffic Access**  
Each lot has 70 ft. of frontage and access on Paul Frederick Street.

- **Utilities**

Per the Parish GIS wastewater facilities are available along Paul Frederick Street.

Per the Department of Waterworks a 12 inch line is available on Paul Frederick Street and the development potential from this proposed rezone would not adversely impact water supply.

Per the Senior Engineer with the Department of Public Works (DPW), there is no objection to the rezoning. But DPW is working on a project to correct deficient drainage in the area, and the subject site was identified for a servitude that would facilitate drainage improvements for the Kinler/Paul Frederick subdivisions. This would need to be a consideration as part of any subsequent resubdivisions and/or improvements made to the subject site. The property owner has been provided this information and directed to DPW for more information.

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

[VII.] *R-2. Two-family residential:*

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) See uses allowed in the R-1A district
    - (2) Two-family dwellings
    - (3) Single family dwellings
    - (4) Accessory uses.
    - (5) Nonresidential accessory buildings shall not be permitted.
  - b. Special exception uses and structures include the following:
    - (1) Club houses and/or accessory recreational facilities for resident use only
    - (2) Professional, non-retail offices
  - c. Special permit uses and structures include the following:
    - (1) Child care centers
    - (2) Schools (public, private, and commercial)
    - (3) Religious institutions
    - (4) *Reserved.*
    - (5) *Reserved.*
    - (6) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
  - d. Transportation system required: Local or collector street.
2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet (3,000 per family); minimum width - sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty (20) feet
    - (2) Side - five (5) feet each side
    - (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:
    - 1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
    - 2) The accessory building shall not exceed two-story construction.
    - 3) Minimum rear setback of accessory building shall be the same as side yard requirement of the district in which it is located.
    - 4) Accessory buildings shall be located on the same parcel of land as the main structure.
  - d. Permitted encroachments:
    - 1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - 2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.
3. Transportation System Requirement: Front on local or collector street only.
4. Special Provisions:
  - a. Where any two-family residential district (R-2) abuts any residential zoning district or use, a six-foot high solid wood fence or masonry wall shall be erected.

**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 *Low-to-Moderate Residential*, which primarily anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. However, the designation does consider alternative housing types with a moderately higher density that are not typically permitted, or permitted by right, in those districts. This includes duplexes, patio/zero-lot line homes, townhomes, and accessory units. The R-2 zoning district is not explicitly recommended under the *Low-to-Moderate Residential* designation, but duplexes are considered in the description as an appropriate residential development type. Since duplexes are permitted by right starting in the R-2 district, it is appropriate to consider it in conformance with the *Low-to-Moderate Residential* designation and the Comprehensive Plan Future Land Use Map. There is no R-2 zoning in the area, and while consisting of six lots the site is still less than an acre, so it is appropriate to consider this a spot zone affecting a small area. But conformance with the comprehensive plan takes precedence over being a spot zone as part of the Department's analysis. **The request meets 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(M) zoning district was established in 1981 and this block of Paul Frederick Street has been developed with a mix of manufactured and site-built homes for decades.

The subject site consists of 6 individual lots measuring 70 ft. wide and approximately 5,300 sq. ft. Under current zoning each lot can be developed by right with either a new manufactured or site-built home. By rezoning to R-2, new lot size requirements would apply. The minimum lot width would increase from 50 ft. to 60 ft., and the minimum lot area from 5,000 sq. ft. to 6,000 sq. ft. If the rezoning is approved a resubdivision consolidating into five lots would be required to meet the minimum lot area for the R-2 district (this would also be the case if zoned R-1A). Despite losing one lot, the ability to permit duplexes would allow for ten total dwellings compared to the six that can be permitted today. But while an additional four dwellings is beneficial, the ability to develop the six existing lots under the current zoning is far from unreasonable, especially considering the reduced lot sizes, setbacks, and lower cost housing options permitted in the district. And this has not been impacted by any substantial changes in the land-use pattern or character of the neighborhood. **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.*

Despite being an upzoning permitting housing at a higher density, the R-2 district is more in-line with the development standards of the R-1A zoning district compared to the reduced standards of the existing R-1A(M). This includes:

- Site-built construction
- Same lot area (6,000 sq. ft. / 60 ft. wide)
  - R-1A(M) allows lots of 5,000 sq. ft. / 50 ft. wide
- Same setbacks (20 ft. front / 5 ft. sides / 20 ft. rear)
  - R-1A(M) permits 15 ft. front and 5 ft. rear setbacks
- Same rear yard coverage requirement (25%)
  - No such requirement under R-1A(M)

The more stringent development requirements of the R-2 zoning district, both in terms of construction type and lot size requirements, would actually allow for development more in character with the site-built houses on Paul Frederick Street and abutting to the rear on Kinler Street, and not adversely impact neighborhood character.

The site is located in a developed area where Parish water, sanitary sewer, and drainage facilities are available and will not be overburdened by the four additional units that may be permitted. But as referenced under the Utilities section of this report, coordination between the property owner and the Department of Public Works must occur regarding a potential drainage servitude within the subject site in order to facilitate a larger drainage project. This does not directly affect the rezoning request, but would impact any subsequent resubdivision and permitting. **The request meets the third guideline.**

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

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

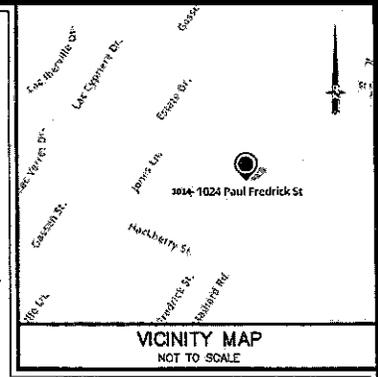
**This request will be forwarded to the Parish Council for a second public hearing with the Planning Commission's recommendation.**

**GENERAL NOTES**

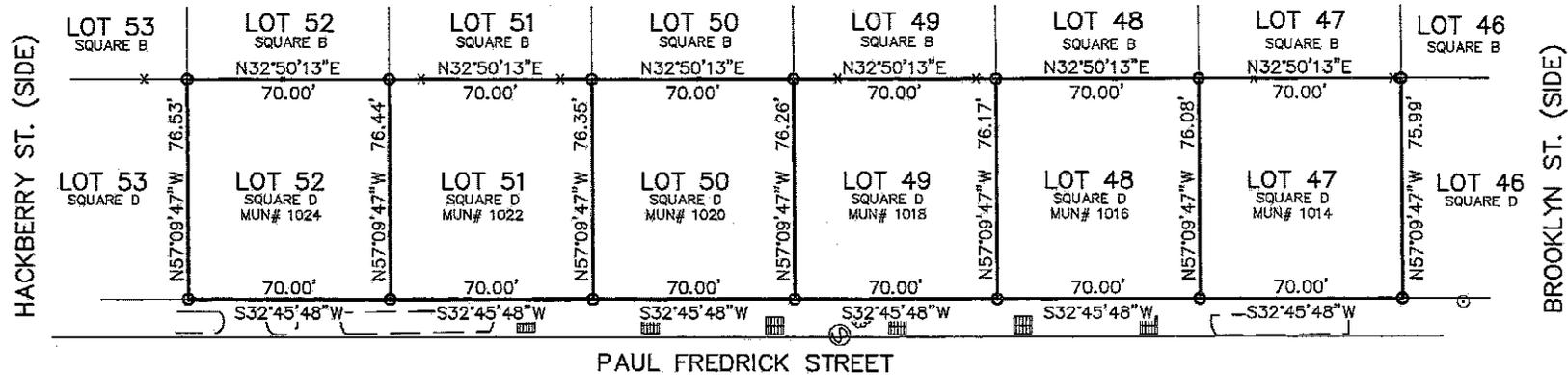
THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, INCLUDING PRIOR TO EXCAVATION AND DIGGING.



**GRID NORTH**  
NORTH REFERENCED TO LOUISIANA  
STATE PLANE COORDINATE SYSTEM,  
SOUTH ZONE, NAD 83.

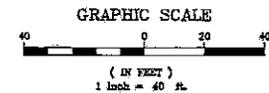


**KINLER ST. (SIDE)**



**LEGEND**

○ 5/8" IRON ROD (SET)



SCALE: 1" = 40'	
DATE: 12/28/2023	
DRAWN BY: K.A.B.	CHECKED BY: Y.C.L.
PROJ. NO: 503	
SHEET 1	OF 1

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.

I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found this property is not in a Special Flood Hazard Area.

FIRM ZONE: X  
COMMUNITY: ST. CHARLES PARISH  
PANEL NUMBER: 220160 0150C  
DATED: 06/16/1992

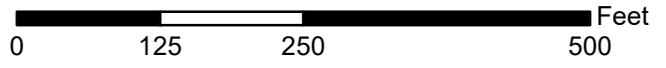
**BOUNDARY SURVEY**  
**1014-1024 PAUL FREDERICK STREET**  
**LOTS 47-52, SQUARE D**  
**OAK RIDGE PARK SUBDIVISION**  
**ST. CHARLES PARISH, LOUISIANA**

I certify that this plat represents an actual ground survey made by me or under my direction, and it does conform to the requirements for the Minimum Standards for Property Boundary Surveys as found in Louisiana Administrative Code TITLE 46: XXI, Chapter 28 for a Class 5<sub>1</sub> survey.

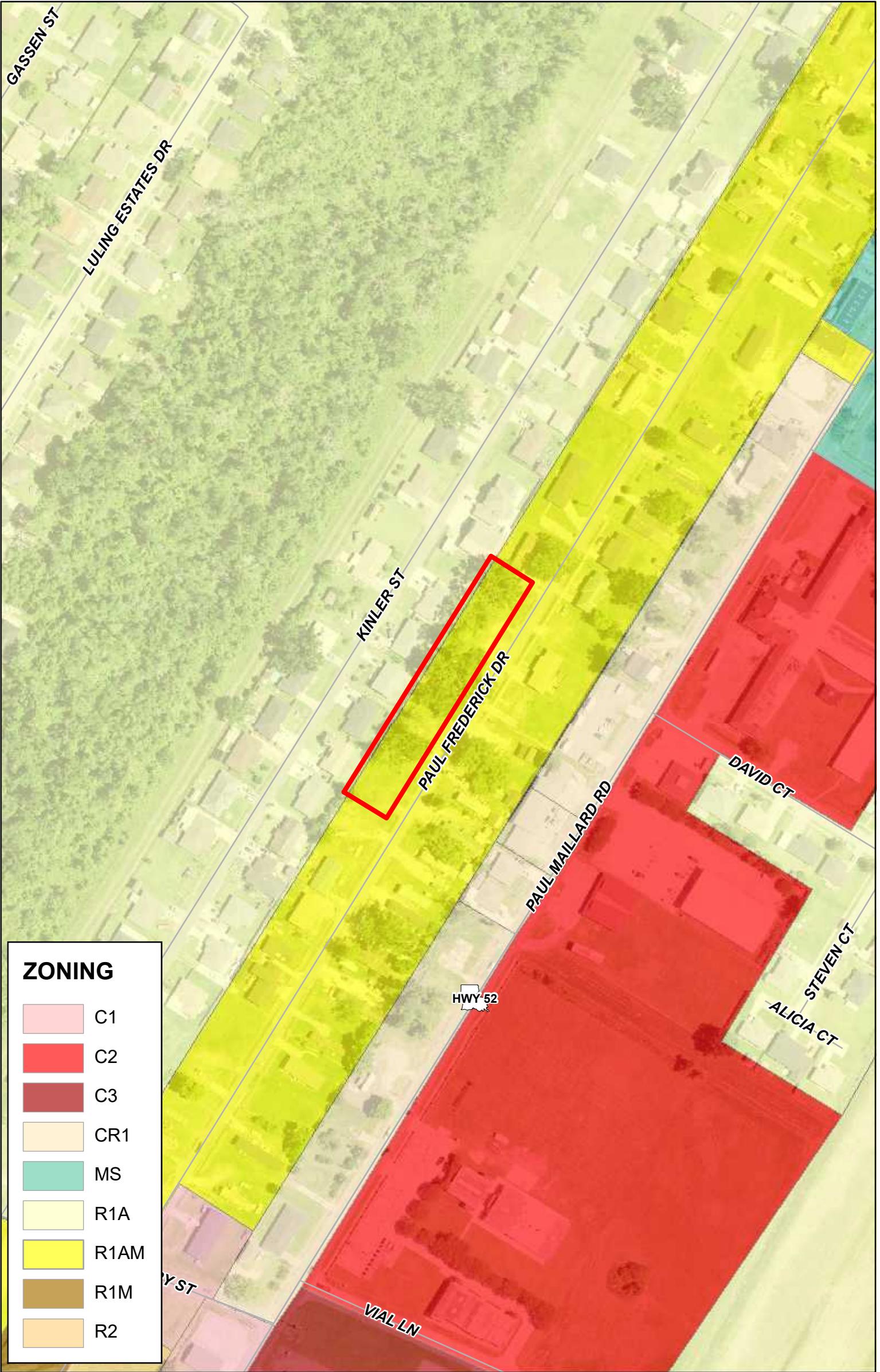
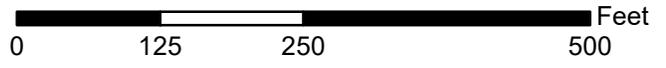
**GOOD GUY FINISHING LLC**



2024-2-R  
R-1A(M) to R-2



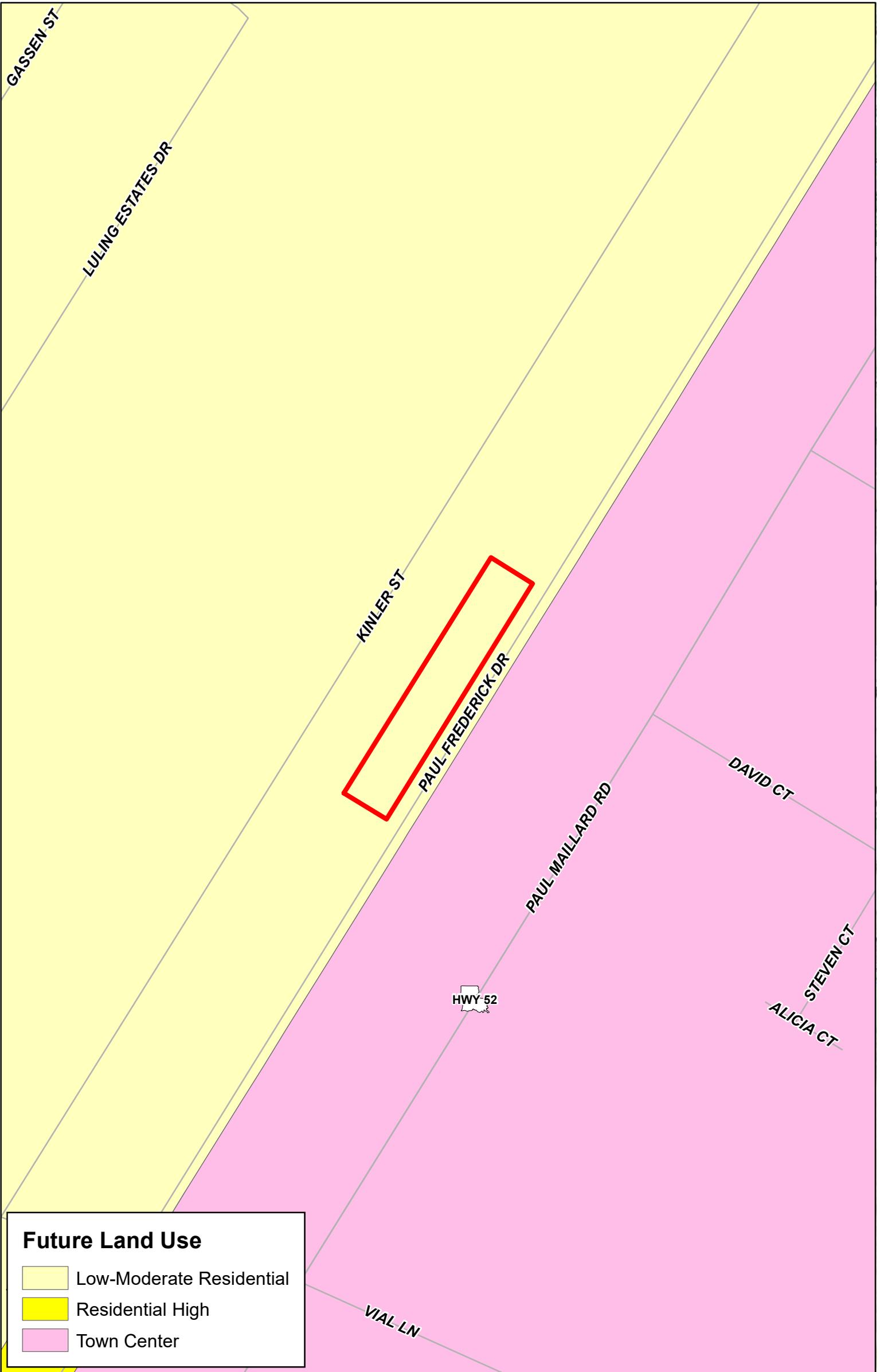
2024-2-R  
R-1A(M) to R-2



ZONING	
	C1
	C2
	C3
	CR1
	MS
	R1A
	R1AM
	R1M
	R2

HWY 52

2024-2-R  
R-1A(M) to R-2



**Future Land Use**

-  Low-Moderate Residential
-  Residential High
-  Town Center



**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 #:	2024-2-R
Receipt #:	13011810
Application Date:	1/4/24
Zoning District:	R-1A(m)
FLUM Designation:	Low-MOD
Date Posted:	

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

Fee: \$40 - \$200

Applicant: Alvin Gordon III  
 Home address: 9512 Linden Loop Westwego LA 70094  
 Mailing address (if different): same  
 Phone #s: 504-236-5112 Email: goodguyfinishing@hotmail.com  
 Property owner: Alvin Gordon III  
 Municipal address of property: 1014-1024 Paul Frederick St. Luling LA 70070  
 Lot, block, subdivision: lots 47, 48, 49, 50, 51, 52 BLDG, SEC 1, Oak Ridge Park subd.  
 Change of zoning district from: R1 to: R2 - Two Family Residential  
 Future Land Use designation of the property: Low To Moderate Residential Duplexes  
 (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: if the rezoning is granted my wife and I plan to develop and build new construction duplexes to provide rental housing to the community.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood? The properties that are adjacent to lots are rental properties, 2 residential, 1 residential some vacant homes as well as mobile homes. Since this neighborhood is mixed and primarily an rental home area we believe that our duplexes will be compatible as they will provide more rental opportunities that will enhance this community.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary? Recently it has been very difficult for a lot of people to become home owners with interest rate, taxes, and insurance at an all time high. Because of this, people within this community have expressed that there isn't enough rental homes with in the area. Rezoning the property will allow us to provide more units that are new and safe to rent.

How does your proposed use of the property comply with the Future Land Use designation for the property? our proposed use of the property of Low To Moderate Residential includes: single family, duplexes, and townhomes. Since we plan to build duplexes our future use complies with Low To Moderate Residential standards.

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. Since the existing neighborhood is primarily mixed rental housing if our property is rezoned to R2 that still includes single family dwellings which the neighborhood already have as well.

# Alvin Gordon III

9512 Linden Loop Westwego, LA 70094

Phone: 504-236-5112

Email: [goodguyfinishing@hotmail.com](mailto:goodguyfinishing@hotmail.com)

1/4/2024

To: St. Charles Parish Planning & Zoning

14996 River Rd. Hahnville LA 70057

Phone: 985-783-5060

I Alvin Gordon III, wrote this letter of intention to add to my application to rezone the area where my lots are located. My wife and I would like to develop duplexes to provide improvements to the empty lots and help the community by adding more new and safe homes for people to rent.

However, in order for us to be able to build the duplexes, once we have the approval for the R2-Two family residential we will also need to resub-divide our 6 lots into 5 lot to make sure that we are within range to build the particular structures.

If rezoning is granted, our ultimate goal is to enhance and improve this existing rental community by building new construction rental housing on the vacant lots, that are safe and inviting. We have heard from many people in the area who've expressed that the area is lacking more rental housing for those who are unable to purchase a home.

With the community in mind, providing more rental housing in the area will accomplish the goal of promoting neighborhood stability, enhancing while balancing the neighborhood aesthetics, increasing property values from the new construction aspect and create a safe harmonious residential environment.

Please consider our request to rezone.

Thank You,

A handwritten signature in black ink, appearing to be 'Alvin Gordon III', written in a cursive style.

Alvin Gordon III



# 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 #:** 2024-0087    **Version:** 1    **Name:** R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **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(M) to R-3 on Lots D-1 and D-2, Square 14, 315-317 Smith Street and 212 Highway 3160, Hahnville as requested by Troy A. Bailey.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0087 RECOMMENDATIONS AT A GLANCE](#)  
[2024-0087 Minutes](#)  
[2024-0087 Staff Report](#)  
[2024-0087 RPlat \(D-1, D-2\)](#)  
[2024-0087 AERIAL](#)  
[2024-0087 ZONING](#)  
[2024-0087 FLUM](#)  
[2024-0087 Application 1](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	
2/1/2024	1	Planning Commission	Recommended	Approval
2/1/2024	1	Department of Planning & Zoning	Recommended	Denial
12/22/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-17-R requested by Troy Bailey for a change of zoning from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Village of Hahnville, 212 Hwy 3160 and 315-317 Smith Street, Hahnville. Council District 1.**

**Planning Department Recommendation:**

Denial.

**Planning Commission Recommendation:**

Approval.

**2023-17-R requested by Troy Bailey for a change of zoning from R-1A(M) to R-3 on Lots D-1 and D-2, Square 14, Village of Hahnville, 212 Hwy 3160 and 315-317 Smith Street, Hahnville. Council District 1.**

**Mr. Welker** - 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-to-Moderate Residential, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The designation does recommend for residential development at moderately higher densities in the form of duplexes, patio/zero-lot line homes, townhomes, and accessory units. But those examples are more closely related to and more easily integrated with the housing types typically permitted in the single-family districts. The typical multi-family development permitted under the proposed R-3 district does not conform to this designation. The limited extent of this request coupled with the lack of significant R-3 districts in the area also makes this a spot zone. The request does not meet the first guideline.

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 most significant changes affecting the land-use pattern/character of the area occurred in the 1980s, when approval of two large area rezonings established nearly all of the R-1A(M) that exists in Hahnville (PZR-1982-17A, Ord. No. 82-12-4; Ord. No. 84-7-6). These districts were focused primarily along Smith Street, and Sycamore Street between Smith Street and Lincoln Street. The portion of the subject site resubdivided into Lot D-1 was part of the 1982 change. Lot D-2 was rezoned to R-1A(M) with an individual rezoning request in 2007 (PZR-2007-05, Ord. No. 07-5-10).

Currently the most notable development in this area of Hahnville has come in the form of infill development of new site-built single-family homes. Department permit data shows 16 permits for new site-built single-family since 2013, with 11 of those permits dating from 2020-2023. This reinforces the established land-use pattern/character of the area and indicates the existing zoning on the subject site is reasonable, as R-1A(M) supports the potential for similar infill development. The request does not meet the second guideline.

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

Multi-family development in the vicinity is limited to the St. Charles Parish Housing Authority site on Sunset Court which is currently zoned R-1A (a non-conforming use). Other instances of multi-family sites are limited, and the single-family neighborhood character of the area is predominant.

Adjacency to Highway 3160 and the potential for traffic movement from the highway, into, and around the site via Smith St. and Sycamore St. provide potentially favorable access to a multi-family site at the edges of the neighborhood and would not be strictly incompatible with the area.

Parish representatives stated existing water and wastewater infrastructure would not be overburdened by those uses permitted under R-3 zoning. Drainage impact would not be determined until a proposed plan is submitted following a rezone approval. The request meets the third guideline.

The department recommends denial, due to not meeting two of the three rezoning criteria.

**Commissioner Petit-** thank you Chris, I have a question before the applicant. Have we done any work on analysis on the square footage and what would be the maximum number of units? Do we know that? Or is that not looked at?

**Mr. Welker** – there is a limitation on the maximum number of units, I believe it's 2500 sq. ft. per family, so the size of the site is 21,000 sq. ft. so each lot remands its own space or whether it's combined your looking at 8.

**Applicant** – Troy Bailey 115 Pine St. Hahnville. First, I would like to say good evening. I'd like to thank God and the parish for this opportunity to speak. I used to work for St. Charles Parish, I'm proud to say I was a plant operator at the waster water treatment facility in Hahnville. In 2011 I was electrocuted with 13,800 volts of electricity at work. I have severe nerve damage in my body, the worse being in my hands and my feet I cannot even button the shirt I'm wearing. I thank God for my wife and my kids that gives 110 percent helping with the things I cannot do. I also suffer with traumatic stress disorder from high voltage. They carved the skin off my legs with razor blades to put on my body. I suffered beyond one's imagination, it took strength and faith God was with me. I realized it would be difficult for me to work and I would not be able to perform the duties of my job on a high level, being fearful of high voltage I decided to retire. I was really going through a lot, so I hired an attorney the attorney brought to my attention that St. Charles Parish held some liability, and he helped me to understand that if we followed the recommended guidelines in laws we would win in court, my response to him was sir, St. Charles Parish provided me a job and an opportunity to provide for my family that is something I'm not going to do. I made a decision not to follow the recommendations and guidelines of the attorney, only by the grace of God I stand before you today and I ask for your support and not to follow the recommendations and guidelines of the Planning and Zoning Department. In 2005, I purchased this property as an investment, it was full of trees, I cleaned it up and the parish allowed me to put 2 mobile homes on Smith St. and 1 on 3160. My family moved to St. Charles Parish when I was 5 years old, growing up in Flagville on a one way street me and my cousins use to ride our bikes to Hahnville, it was a big deal to us as little kids it was like going to a big city to us because it had many streets to ride our bikes, our first stop was Smith's grocery for snacks, Smith St. was always the only street in Hahnville where commerce was it had brick apartments which was an 8 plex, Mr. Stein Byrd had a bar, Mr. Clayton Byrd had a bar and a small grocery and a 6 plex apartment. At the end of Smith St. still standing today is government housing. At the very beginning of Smith St. is Birdie's Food Mart and Smith's grocery store still there today. As I stand before you today some might say you have to follow the recommendations and guidelines of the Planning and Zoning Department and the laws to make your decision. I'm asking you to do as I did and not follow

the recommendation and guidelines of the Planning and Zoning Department. I'm asking you to follow your heart, this property has a graveyard on the south side, it's less than 500 ft. Byrd's apartments, and less than 500 ft. from government housing, it has a double wide mobile home on the north side that's rental property. I spoke to the property owner on the west, she does not oppose. It has LA 3160 on the east side and all the property north and south of it is commercial. The numerous of mobile homes for rent on Smith St. and some land being rented. I rent to St. Charles Parish Housing Department, I spoke with Ms. Johnson about trying to build a building to add more units with one bedroom, maybe two, her response to me was Mr. Bailey that would truly be appreciated especially for the elders. I also research the 2030 St. Charles Parish Comprehensive Plan that states this is the St. Charles Parish 2030 Comprehensive Plan, this is page 33 it states multi family housing has continued to be concentrated in Luling, Destrehan, and Boutte since 2010 as previously mention the construction on multi family housing significantly lags behind single family homes although the 2023 Comprehensive Plan underscored the importance of parish accommodating more multi family housing as population shifts preference continue to favor it. The St. Charles Parish begun revitalization and investment efforts for some of it's older and declining communities in 2014. If Smith St. is not a good place to follow the revitalization and investment efforts and to continue the legacy and foundation of the Smith and Byrd families there is no better place than Hahnville that I can think of, thanks again for the opportunity for me to speak.

**Commissioner Petit**- one question before you leave. Can you talk a little bit about your plan? Do you have an idea yet of how many units you potentially planning to put?

**Mr. Bailey** – I was thinking about putting 3 on the 3160 and 3 on Smith St.

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

**Commissioner Price** – so unless I'm missing something, tell me exactly what will be the composition of your properties, would it be triplexes.

**Mr. Bailey** – yes, triplexes on east side. It's 2 adjacent lots, one is adjacent to 3160 and the other is adjacent to Smith St. I don't have a um, I didn't invest in a blue print yet because I'm not sure what's going to happen, right now it's rental property I have 3 mobile homes on it, 2 on Smith St. 1 on 3160 and it's rental property right now. I didn't invest in a plan because I'm not sure if it's gonna pass I'm hoping that it does but it's not up to me.

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

YEAS: Keen, Ross, Petit, Folse, Jr., Krajcer, Jr.

NAYS: Price

ABSENT: Frangella

**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-17-R

### APPLICATION INFORMATION

- **Submittal Date:** 12/22/23
- **Applicant / Property Owner**  
Troy A. Bailey  
115 Pine Street  
Hahnville, LA 70057  
985.722.0367; trilandacannon@hotmail.com
- **Request**  
Change of zoning:
  - Current - R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes - Medium density
  - Proposed - R-3, Multi-family Residential

### SITE INFORMATION

- **Location**  
Lots D-1 and D-2, Square 14, Hahnville; municipal address 315-317 Smith Street (Lot D-1) and 212 Hwy. 3160 (Lot D-2), Hahnville
- **Size:** 21,080 sq. ft. (0.48 acres)
- **Current Use:**  
Lot D-1 is developed with two manufactured homes; Lot D-2 is developed with one manufactured home.
- **Surrounding Zoning**  
Surrounding zoning includes R-1A(M) focused along Smith Street and R-1A focused along Hwy. 3160.
- **Surrounding Uses**  
The surrounding area consists primarily of single family homes, both site-built and manufactured. A cemetery abuts Lot D-2.
- **Zoning History**  
The R-1A(M) zoning on Lot D-1 was changed from R-1A with approval of an area wide rezoning in 1982 (PZR-1982-17A, Ord. No. 82-12-4).  
  
The R-1A(M) zoning on Lot D-2 was changed from R-1A with approval of a rezoning request in 2007 (PZR-2007-05, Ord. No. 07-5-10).
- **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)*
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: X zone  
2013 Digital Flood Insurance Rate Map: X

▪ **Traffic Access**

Lot D-1 has 68 ft. of frontage and driveway access on Smith Street. Lot D-2 has 68 ft. of frontage and driveway access on Hwy. 3160.

▪ **Utilities**

The representative with the Department of Waterworks stated a 10 inch water line runs along the Hwy. 3160 frontage and a 6 inch water line runs along the Smith Street frontage, and there are no issues regarding water.

The representative from the Department of Public Works stated they see no issues with wastewater impact, and drainage impact would have to be determined upon review of subsequent detailed development plans.

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

[VIII.] *R-3. Multi-family residential:*

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) All uses allowed in the R-2 district.
    - (2) Multi-family dwellings.
    - (3) Boarding and lodging houses.
    - (4) Townhouses (see Section VII for Supplemental Use and Performance regulations).
  - b. Special exception uses and structures: As approved by the Planning and Zoning Commission only:
  - c. Special permit uses and structures:
    - (1) Supplemental C-1 and C-2 uses.
    - (2) *Reserved*.
    - (3) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
2. Spatial Requirements:
  - a. Minimum lot size: Ten thousand (10,000) square feet; minimum width - sixty (60) feet; two thousand five hundred (2,500) square feet per family.
  - b. Minimum yard requirements:
    - (1) Front - twenty (20) 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. Maximum land coverage: Eighty (80) percent (twenty (20) percent green space).
  - d. Accessory buildings:
    - (1) Accessory buildings shall be of one story construction not to exceed sixteen (16) feet in height.
    - (2) Accessory buildings shall be located on the same parcel of land as the main structure.
    - (3) Nonresidential accessory buildings shall not be permitted.
  - e. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.
3. Transportation System: Servitude of access, local, or collector street.
4. Special Provisions:
  - a. Where any multi-family residential district (R-3) abuts any residential zoning 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.

**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 *Low-to-Moderate Residential*, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The designation does recommend for residential development at moderately higher densities in the form of duplexes, patio/zero-lot line homes, townhomes, and accessory units. But those examples are more closely related to and more easily integrated with the housing types typically permitted in the single-family districts. The typical multi-family development permitted under the proposed R-3 district does not conform to this designation. The limited extent of this request coupled with the lack of significant R-3 districts in the area also makes this a spot zone. **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 most significant changes affecting the land-use pattern/character of the area occurred in the 1980s, when approval of two large area rezonings established nearly all of the R-1A(M) that exists in Hahnville (PZR-1982-17A, Ord. No. 82-12-4; Ord. No. 84-7-6). These districts were focused primarily along Smith Street, and Sycamore Street between Smith Street and Lincoln Street. The portion of the subject site resubdivided into Lot D-1 was part of the 1982 change. Lot D-2 was rezoned to R-1A(M) with an individual rezoning request in 2007 (PZR-2007-05, Ord. No. 07-5-10).

Currently the most notable development in this area of Hahnville has come in the form of infill development of new site-built single family homes. Department permit data shows 16 permits for new site-built single-family since 2013, with 11 of those permits dating from 2020-2023. This reinforces the established land-use pattern/character of the area and indicates the existing zoning on the subject site is reasonable, as R-1A(M) supports the potential for similar infill development. **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.*

Multi-family development in the vicinity is limited to the St. Charles Parish Housing Authority site on Sunset Court which is currently zoned R-1A (a non-conforming use). Other instances of multi-family sites are limited, and the single-family neighborhood character of the area is predominant.

Adjacency to Highway 3160 and the potential for traffic movement from the highway, into, and around the site via Smith St. and Sycamore St. provide potentially favorable access to a multi-family site at the edges of the neighborhood and would not be strictly incompatible with the area.

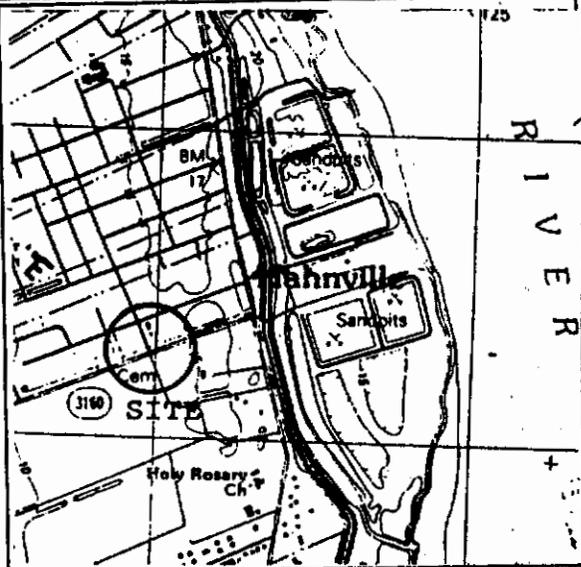
Parish representatives stated existing water and wastewater infrastructure would not be overburdened by those uses permitted under R-3 zoning. Drainage impact would not be determined until a proposed plan is submitted following a rezone approval. **The request meets the third guideline.**

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

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

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

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:**

*M. M. [Signature]*  
 CHAIRMAN, PLANNING & ZONING COMMISSION

5-3-07  
 DATE

*Albert O. Legu*  
 ST. CHARLES PARISH PRESIDENT

5/25/2007  
 DATE

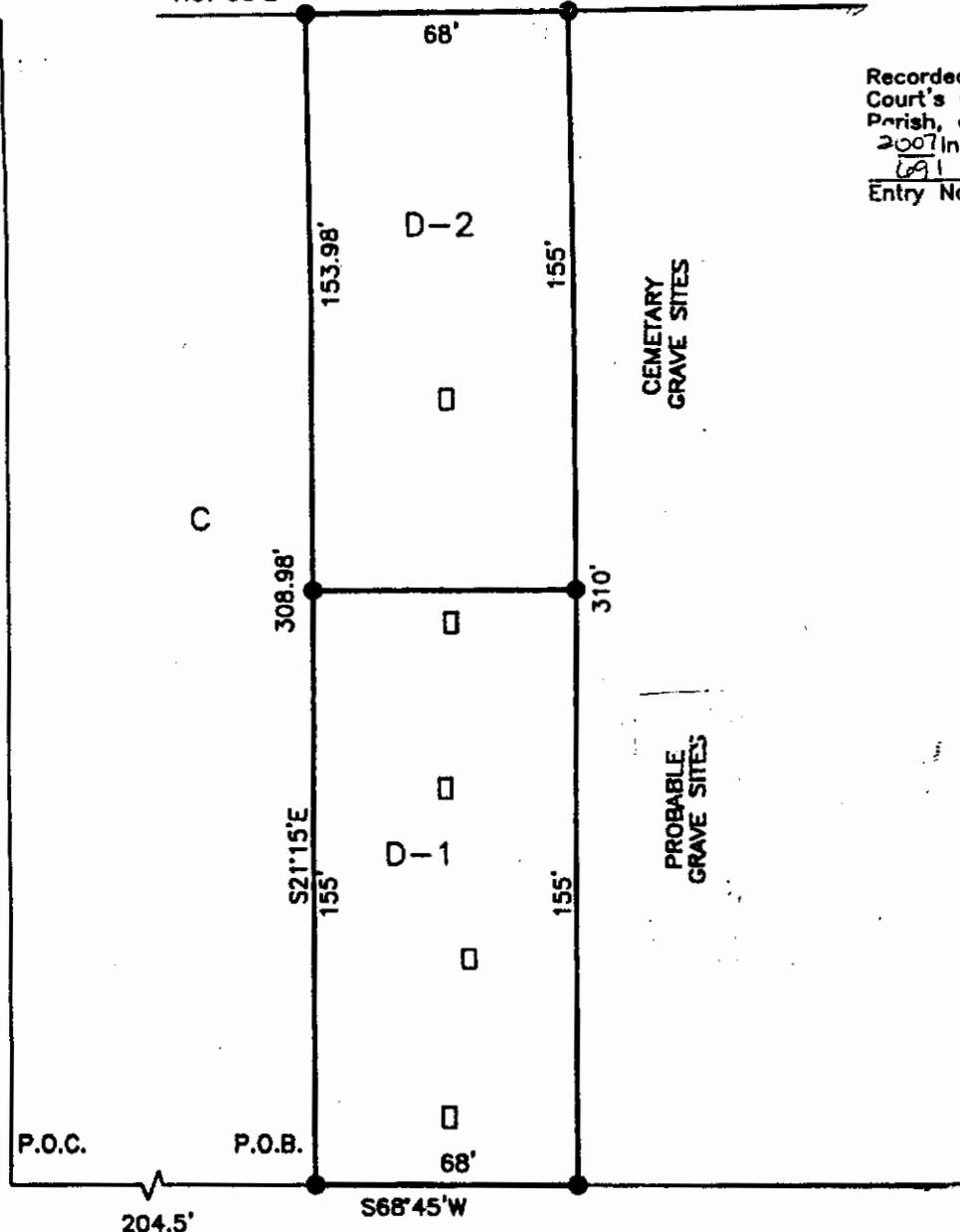
LA. HWY. #3160

VICINITY MAP  
 SCALE: 1"=2000'

N67°58'E

Recorded in the Clerk of Court's Office, St. Charles Parish, on the 30 day of May 2007 in Conveyance Book 691 Folio 528. Entry No. 331366.

SYCAMORE ST. (FORMERLY DOSTIE)



CEMETARY GRAVE SITES

PROBABLE GRAVE SITES



SMITH ST. (FORMERLY MORGAN)

SURVEY AND SUBDIVISION OF LOT D SQUARE 14 OF HAHNVILLE INTO LOTS D-1 & D-2 LOCATED IN SECTIONS 3 AND 23 TOWNSHIP 13 SOUTH RANGE 20 EAST, ST. CHARLES PARISH, LA.

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

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

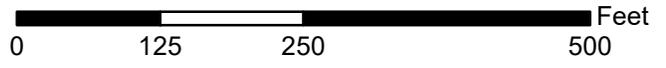
*R.P. Bernard*  
 SURVEYOR

FILE #	06S014
SCALE:	1" = 50'
DATE:	6/8/06

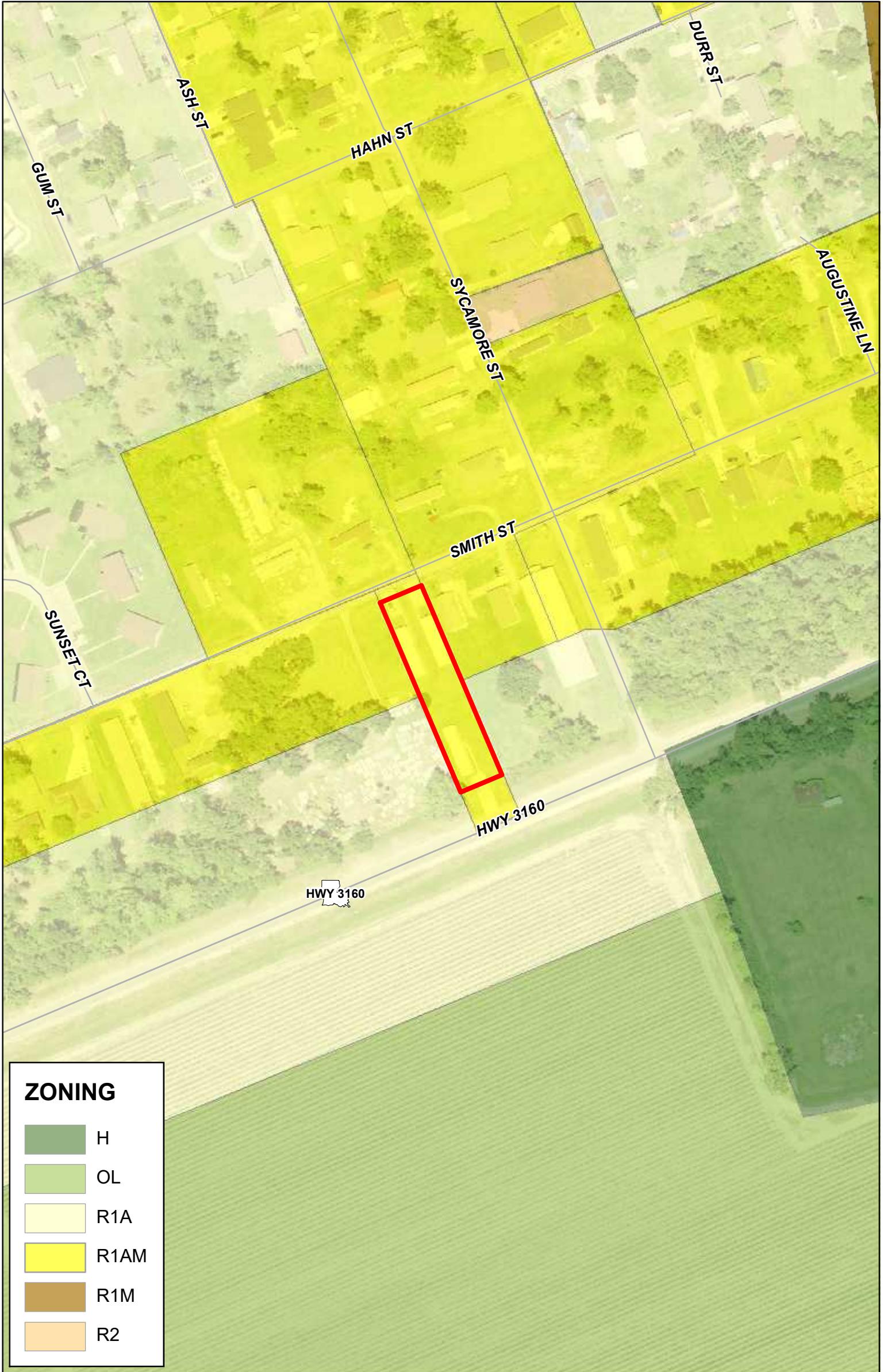
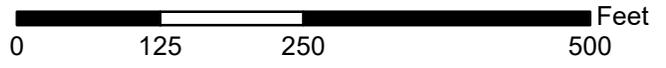
SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.

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

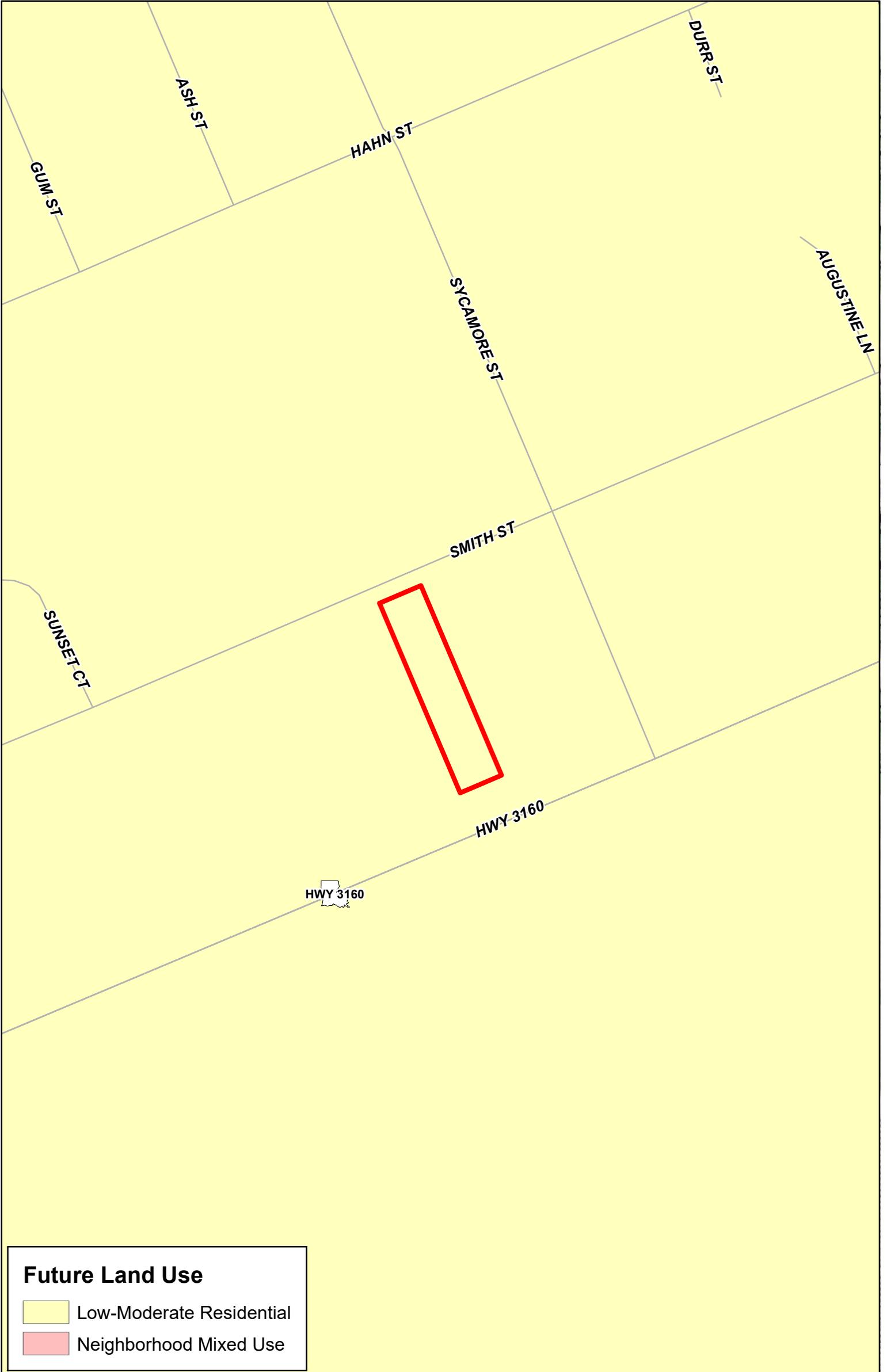
2023-17-R  
R-1A(M) to R-3



2023-17-R  
R-1A(M) to R-3



2023-17-R  
R-1A(M) to R-3



**Future Land Use**

-  Low-Moderate Residential
-  Neighborhood Mixed Use



**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 #:	2023-17-R
Receipt #:	13001141
Application Date:	12/22/23
Zoning District:	R-1A(m)
FLUM Designation:	Low-Med
Date Posted:	

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

Fee: \$40 - \$200

Applicant: Troy A Bailey

Home address: 115 Pine St. Hahnville, LA 70057

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

Phone #s: 985 722 0367 Email: tristanda cannon@hotmail.com

Property owner: Troy A. Bailey

Municipal address of property: 212 Hwy 3160 & 315 Smith<sup>St</sup> and 317 Smith St. Hahnville LA 70057

Lot, block, subdivision: D-2 and D-1

\* Change of zoning district from: RM to: R3

Future Land Use designation of the property: Multi family rental 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: \_\_\_\_\_

The property will continue to be used as housing rentals. The property will be converted from mobile home rentals to a wood structure.

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

Adjacent properties are used as rental property and a graveyard. The property in its existing state is currently used as rental housing.

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

rezoning will create stable and more affordable housing necessary for the lack of multi family housing in the area.

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

proposed use complies with the Future Land use by providing multi-family housing as per the St. Charles Parish 2023 Comprehensive plan where the parish states this type of housing is important and the population favors it. See pg. 33 of the 2023 Comprehensive Plan for exact wording.

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

I pray the project does develop, but if it does not, the new zoning will not change the existing neighborhood character as the property will continue to be used as a rental.



# 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 #:** 2024-0088    **Version:** 1    **Name:** O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M and M-1 on Lot 19, Pecan Grove Plantation Subdivision, 12320 River Road, Destrehan as requested by Anna Nelson for DNA Real Estate, LLC.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0088 RECOMMENDATIONS AT A GLANCE](#)  
[2024-0088 Minutes](#)  
[2024-0088 Staff Report](#)  
[2024-0088 Site Plan with Zoning](#)  
[2024-0088 AERIAL](#)  
[2024-0088 ZONING](#)  
[2024-0088 FLUM](#)  
[2024-0088 Application 1](#)  
[2024-0088 Survey](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	
2/1/2024	1	Planning Commission	Recommended	Approval
2/1/2024	1	Department of Planning & Zoning	Recommended	Approval
12/29/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2024-3-R requested by Anna Nelson for DNA Real Estate, LLC for a change of zoning from O-L to R-1M and M-1 on an approximately 8.5 acre portion of Lot 19, Pecan Grove Plantation, 12320 River Road, Destrehan. Council District 2.**

### **Planning Department Recommendation:**

Approval.

### **Planning Commission Recommendation:**

Approval.

**2024-3-R requested by Anna Nelson for DNA Real Estate, LLC for a change of zoning from O-L to R-1M and M-1 on an approximately 8.5 acre portion of Lot 19, Pecan Grove Plantation, 12320 River Road, Destrehan. Council District 2.**

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

The subject site is designated Low-to-Moderate Residential, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The proposed R-1M district is considered under the High-Density Residential FLUM designation, and the proposed M-1 district is considered under the Industrial FLUM designation. Neither district conforms to the land development pattern established by the comprehensive plan. The proposed zoning would not be considered a spot zone as it covers a large area (8.34 acres) and would expand adjacent R-1M and M-1 districts. But conformance with the comprehensive plan takes precedence over not being a spot zone as part of the Department's analysis. The request does not meet the first guideline.

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 O-L zoning has been in place since the St. Charles Parish Zoning Ordinance of 1981. While able to be used primarily for agricultural or low-density residential purposes, the policy statement of the Open Land zoning district states "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."

The subject site is located on a stretch of River Road bookended by the IMTT and Bunge facilities. Development within this stretch is limited, with the most notable improvements being dedication of the Oaklawn Ridge Subdivision in 2000 (Ord. 00-12-8), and permitting of the Nelson RV Park in 2016 (Permit No. 29955). The Nelson RV Park was developed upon approval of a similar rezoning to R-1M and M-1 approved in 2015 (PZR-2015-04; Ord. 15-3-5). This development, along with the corresponding M-1, is representative of a shifting land-use pattern/character within an area that has limited development options given the proximity to major industrial developments. A smaller and older RV park is also located nearby on Christina Lane. The proposed R-1M and M-1 districts is a reasonable and appropriate change for the area as per the O-L policy statement. The request meets the second guideline. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The R-1M zoning district is specific to the permitting of Manufactured Home Parks and RV Parks. This is consistent with the neighborhood character which includes the Nelson RV Park immediately adjacent to the subject site and the Christina Mobile Home Park less than 200 ft. downriver. The proposed M-1 zoning would be located next to the existing M-1 district and industrial use established

in 2015, and would also be compatible with the neighborhood character established by the adjacent property.

Regarding infrastructure, as per the Utilities section of this report the Director of Wastewater stated existing sewer facilities in this area could not handle the development potential permitted with this zoning change (possibly 121 RV slots as per a preliminary site plan). Upgrades to the downstream lift station would be required. While this means current wastewater infrastructure would be “overburdened”, if the rezoning is approved an RV Park could not be placed without going through the full development review/permitting process. As part of that process the developer must work with the Department of Wastewater regarding necessary improvements to ensure infrastructure can handle the increased impact prior to starting development. Because the issues are known and there are processes in place to address them prior to development, the Department can consider this item met. The request meets the third guideline.

Approval, based on meeting the first and third rezoning criteria.

**Applicant** – Glen Nelson 12246 River Road St. Rose. Yes as far as the first guideline we only have one permanent resident in this area the left of us has been bought out by Bunge except for a few lots, there’s us with the RV Park, then we purchased the property in the middle, then there is Christina RV Park and Mr. Randy is the only resident, then on the other side of that is 2 gas lines and a pipeline so the chances for future development there slim to none. The M1 part is just my yard where we park our equipment behind our shop we are just adding on to the back of that if anyone had a question about that and the, as far as the waste water when we built this section the first section they collected, they told me that had to change a pump in the lift station they would have to upgrade it so I’m negotiable with that but I just want to say the first section we built we spent I think it was over 40,000 in sewage impact fees and with this section I’m sure it’s went up you talking 80 to 100 grand they collected just from us so upgrading a pump in a lift station is going to be a big deal, in my opinion.

**Commissioner Petit** – you are prepared to work with wastewater to sort that out before you would be issued a permit.

**Mr. Nelson** – yes, but I’m just bringing that out I’ll already be giving them a 100 grand just from that first time and this time if the prices were the same from when we built the first place, so and that’s just from one person, that’s from me, so and we don’t have any wastewater problems I don’t know where that’s coming but I don’t know what else it feeds but we don’t have any issues we have our own lift station there force main to the front but I’ve never heard of a problem there I don’t know where that’s coming from but we are willing to work with them.

**Commissioner Petit** - Thank you and that’s something we wouldn’t be able to answer, but that’s part of the process but you would have to sit down with them.

**Mr. Nelson** – Thank you.

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

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

YEAS: Price, Keen, Ross, Petit, Folse, Jr., Krajcer, Jr.

NAYS: None

ABSENT: Frangella

**PASSED**

Lane. The proposed R-1M and M-1 districts is a reasonable an appropriate change for the area as per the O-L policy statement. The request meets the second guideline.

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

The R-1M zoning district is specific to the permitting of Manufactured Home Parks and RV Parks. This is consistent with the neighborhood character which includes the Nelson RV Park immediately adjacent to the subject site and the Christina Mobile Home Park less than 200 ft. downriver. The proposed M-1 zoning would be located next to the existing M-1 district and industrial use established in 2015, and would also be compatible with the neighborhood character established by the adjacent property.

Regarding infrastructure, as per the Utilities section of this report the Director of Wastewater stated existing sewer facilities in this area could not handle the development potential permitted with this zoning change (possibly 121 RV slots as per a preliminary site plan). Upgrades to the downstream lift station would be required. While this means current wastewater infrastructure would be “overburdened”, if the rezoning is approved an RV Park could not be placed without going through the full development review/permitting process. As part of that process the developer must work with the Department of Wastewater regarding necessary improvements to ensure infrastructure can handle the increased impact prior to starting development. Because the issues are known and there are processes in place to address them prior to development, the Department can consider this item met. The request meets the third guideline.

Approval, based on meeting the first and third rezoning criteria.

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





## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2024-3-R

### APPLICATION INFORMATION

- **Submittal Date:** 12/29/23
- **Applicant / Property Owner**  
Anna Nelson  
DNA Real Estate, LLC  
12350 River Road  
St. Rose, LA 70087  
504-451-2368; nelsonbros@cox.net
- **Request**  
Change of zoning:
  - Current - O-L, Open Land
  - Proposed - R-1M, Manufactured home/recreational vehicle (RV) park (7 acres) AND M-1, Light manufacturing and industry district (1.34 acres)

### SITE INFORMATION

- **Location**  
Lot 19, Pecan Grove Plantation Subdivision; 12320 River Road, Destrehan
- **Size:** approximately 363,290 sq. ft. (8.34 acres)
- **Current Use:** undeveloped and wooded
- **Surrounding Zoning**  
B-2 zoning is located to the River Road side; M-1 zoning is located to the CN Railroad side; O-L zoning is adjacent to the downriver side; R-1M and M-1 zoning is adjacent to the upriver side.
- **Surrounding Uses**  
The downriver side consists of mostly undeveloped and wooded land, but a small RV Park is located on Christina Lane. The Nelson RV Park and DNR Group office and warehouse is adjacent to the upriver side.
- **Zoning History**  
The O-L zoning was established in 1981.  
  
The zoning over adjacent Lot 20-A that this request would expand on was established by rezoning in 2015 (PZR-2015-04; Ord. 15-3-5)
- **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)*
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: X Zone  
2013 Digital Flood Insurance Rate Map: X

- **Traffic Access**

Lot 19 has an 188.94 ft. frontage on River Road.

- **Utilities**

Parish GIS shows public sewer and water facilities located along River Road.

Drainage ditches are located along River Road, but drainage review would need to occur prior to development.

The Director of the Department of Wastewater stated there would be an issue with collection capacity at this location necessitating upgrades to the downstream lift station.

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

[IV.] *R-1M. Manufactured home/recreational vehicle (RV) park:*

*Policy statement:* This district is established to allow single-family residential usage of manufactured housing and recreational vehicles (RV) in a specially designed community or park with public and private amenities provided by the park developer as opposed to the park tenants. This district will allow a greater density of single-family residences to locate in an aesthetically pleasing environment by requiring certain spatial and buffer requirements.

1. Use Regulations:
  - a. A building or land shall be used only for manufactured home and RV parks and accessory uses.
  - b. Special exception uses and structures include clubhouses, laundry facilities, rental offices, managers' homes, and/or accessory recreational facilities for park residents only.
2. Special permit uses:
  - a. Include RV parks of one-half acre provided 1) the Special Provisions for RV Parks [subsection 4 below], other than the minimum site requirement, are met, and 2) the request receives review and approval by the Planning Commission and a supporting resolution of the Council.
  - b. Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
3. Spatial Requirements: Shall conform to the Manufactured Home Park or RV Park regulations and design standards outlined as Special Provisions [subsection 4] below.
  - a. 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.
4. Special Provisions: Shall conform to either the Manufactured Home Park or [or] RV Park regulations and design standards noted below as they pertain to the total park use.

Manufactured home park:

  - a. Location, space and general layout:
    - (1) The manufactured home park shall be located on a well-drained site [and] shall be so located such that its drainage will not endanger adjacent property and water supply.
    - (2) Any lot or portion of ground proposed to be used for a manufactured home park shall have sufficient frontage for construction of entrances and exits properly designed for safe movement of park traffic.
    - (3) Each manufactured home space shall contain a minimum of three thousand one hundred fifty (3,150) square feet, shall be at least thirty-five (35) feet wide and eighty (80) feet long, and shall have its boundaries clearly defined. The space shall abut on an access drive which shall have unobstructed access to a public street or highway.
    - (4) A patio slab of at least one hundred eighty (180) square feet shall be provided on each manufactured home lot and conveniently located at the entrance of each manufactured home.
    - (5) A minimum site of two (2) acres is required for a manufactured home park.
    - (6) Manufactured homes shall be parked on each space to conform to the following minimums:
      - (a) Twenty-five (25) feet clearance between coaches.
      - (b) Five (5) feet clearance between each coach and its respective site line.
      - (c) Ten (10) feet between coaches and any adjoining property lines.
      - (d) Twenty (20) feet between coaches and any public street right-of-way.
      - (e) Twenty-five (25) feet between coaches and any building or structure not used for accessory purposes.
      - (f) Accessory buildings must be a minimum of ten (10) feet from any manufactured home.
      - (g) Nonresidential accessory buildings shall not be permitted.
  - b. Reserved.]
  - c. Parking: Sufficient paved parking shall be provided for the parking of at least one (1) motor vehicle for each manufactured home space plus an additional paved parking space for each three (3) lots to provide for guest parking for two (2) car tenants and for delivery and service vehicles.
  - d. Recreation: Not less than ten (10) percent of the gross area of the manufactured home park is to be set aside, designed, constructed and equipped as a recreational area. Recreation area design and equipment shall be approved by the St. Charles Parish Recreation Department Director.
  - e. Transportation system: All streets and access drives within the manufactured home park shall be constructed to required parish specifications as outlined in Subdivision Regulations [appendix C].
  - f. Sewage Disposal: Each manufactured home site shall be provided with a sanitary sewer connection, and each manufactured home park shall be provided with a collection and treatment system and public water supply in compliance with the standards of the Parish Health Unit and the State Health Department.
  - g. Garbage: If garbage hoppers are to be provided, then two (2) shall be provided for each twenty (20) manufactured home sites, and each hopper shall be screened from view by wood or masonry fencing.
  - h. Screen fences, walls and buffer screening: Fences should be installed where necessary for screening purposes such as around outdoor areas, laundry yards, refuse collection points and

playgrounds. A six (6) feet opaque fence or masonry wall shall border the park, 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.

- i. General: Individual manufactured home sites may be leased or rented but not subdivided or sold.
- j. All improvements required in this section must be completed prior to the placement of any manufactured home on the site.

RV Park:

- a. Location, space and general layout:
  - (1) The RV park shall be located on a well-drained site [and] shall be so located such that its [its] drainage will not endanger adjacent property and water supply.
  - (2) Any lot or portion of ground proposed to be used for an RV park shall have sufficient frontage for construction of entrances and exits properly designed for the safe movement of park traffic.
  - (3) Each RV space shall contain a minimum of fourteen hundred (1,400) square feet, shall be at least thirty-five (35) feet wide, and shall have its boundaries clearly defined. The space shall abut on a driveway.
  - (4) A minimum site of one (1) acre is required for an RV park.
  - (5) RV's shall be parked on each space to conform to the following minimums:
    - (a) Twenty-five (25) feet clearance between RV's.
    - (b) Five (5) feet clearance between each RV and its respective site line.
    - (c) Ten (10) feet between RV's and any adjoining property lines.
    - (d) Twenty (20) feet between RV's and any public street right-of-way.
    - (e) Twenty-five (25) feet between RV's and any building or structure not used for accessory purposes.
    - (f) Accessory buildings must be a minimum of ten (10) feet from any RV.
    - (g) Nonresidential accessory buildings shall not be permitted.
- b. Parking: Sufficient area shall be provided for the parking of at least one (1) motor vehicle for each RV space plus an additional car space for each three (3) lots to provide for guest parking, two (2) car tenants and for delivery and service vehicles.
- c. Transportation system:
  - (1) Streets and access drives: All streets and access drives within the RV park shall be constructed to required parish specifications as outlined in subdivision regulations [appendix C].
  - (2) Driveway: All driveways within the RV park shall be designed and surfaced with appropriate materials which will provide adequate and safe means of transit for park residents.
- d. Recreation: Not less than ten (10) percent of the gross area of the RV park is to be set aside, designed, constructed and equipped as a recreational area. Recreation area design and equipment shall be approved by the St. Charles Parish Recreation Department Director.
- e. Utilities: Each RV site shall be provided with a sanitary sewer connection, and each RV shall be provided with a collection and treatment system and public water supply in compliance with the standards of the Parish Health Unit and the State Health Department.
- f. Garbage: If garbage hoppers are to [be] provided, then two (2) shall be provided for each twenty (20) RV sites, and each hopper shall be screened from view by wood or masonry fencing.
- g. Screen fences, walls and buffer screening: Fences should be installed where necessary for screening purposes such as around outdoor areas, laundry yards, refuse collection points and playgrounds. A six (6) feet opaque fence or buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.
- h. General: Individual RV sites may be leased or rented but not subdivided or sold.
- i. All improvements required in this section must be completed prior to the placement of any RV on the site.

[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, 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, 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.

<b>REZONING GUIDELINE &amp; CRITERIA EVALUATION</b>
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1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The subject site is designated *Low-to-Moderate Residential*, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The proposed R-1M district is considered under the *High-Density Residential* FLUM designation, and the proposed M-1 district is considered under the *Industrial* FLUM designation. Neither district conforms to the land development pattern established by the comprehensive plan. The proposed zoning would not be considered a spot zone as it covers a large area (8.34 acres) and would expand adjacent R-1M and M-1 districts. But conformance with the comprehensive plan takes precedence over not being a spot zone as part of the Department's analysis. **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 O-L zoning has been in place since the St. Charles Parish Zoning Ordinance of 1981. While able to be used primarily for agricultural or low-density residential purposes, the policy statement of the Open Land zoning district states “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.”

The subject site is located on a stretch of River Road bookended by the IMTT and Bunge facilities. Development within this stretch is limited, with the most notable improvements being dedication of the Oaklawn Ridge Subdivision in 2000 (Ord. 00-12-8), and permitting of the Nelson RV Park in 2016 (Permit No. 29955). The Nelson RV Park was developed upon approval of a similar rezoning to R-1M and M-1 approved in 2015 (PZR-2015-04; Ord. 15-3-5). This development, along with the corresponding M-1, is representative of a shifting land-use pattern/character within an area that has limited development options given the proximity to major industrial developments. A smaller and older RV park is also located nearby on Christina Lane. The proposed R-1M and M-1 districts is a reasonable and appropriate change for the area as per the O-L policy statement. **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.*

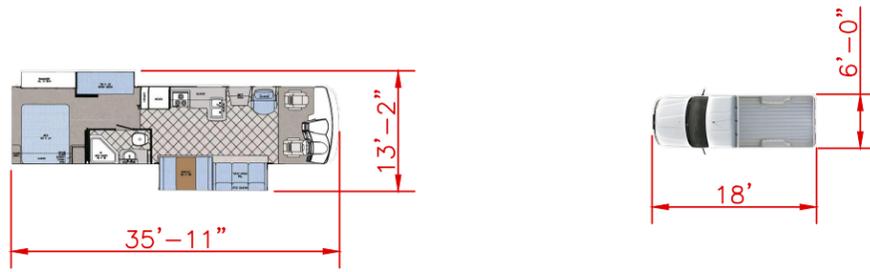
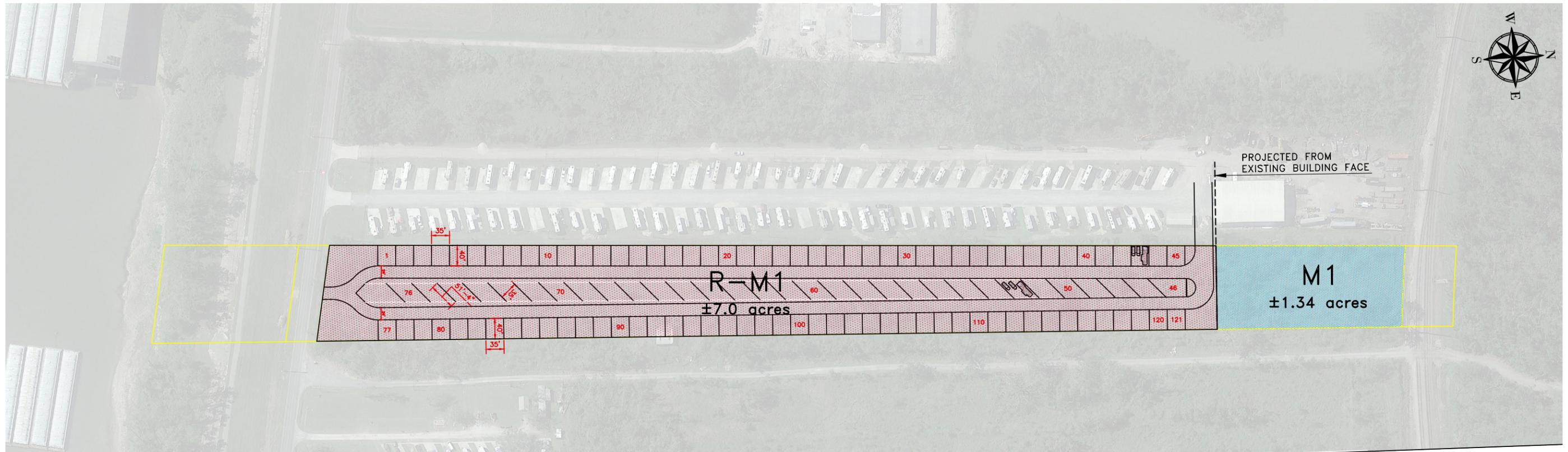
The R-1M zoning district is specific to the permitting of Manufactured Home Parks and RV Parks. This is consistent with the neighborhood character which includes the Nelson RV Park immediately adjacent to the subject site and the Christina Mobile Home Park less than 200 ft. downriver. The proposed M-1 zoning would be located next to the existing M-1 district and industrial use established in 2015, and would also be compatible with the neighborhood character established by the adjacent property.

Regarding infrastructure, as per the Utilities section of this report the Director of Wastewater stated existing sewer facilities in this area could not handle the development potential permitted with this zoning change (possibly 121 RV slots as per a preliminary site plan). Upgrades to the downstream lift station would be required. While this means current wastewater infrastructure would be “overburdened”, if the rezoning is approved an RV Park could not be placed without going through the full development review/permitting process. As part of that process the developer must work with the Department of Wastewater regarding necessary improvements to ensure infrastructure can handle the increased impact prior to starting development. Because the issues are known and there are processes in place to address them prior to development, the Department can consider this item met. **The request meets the third guideline.**

<b>DEPARTMENT RECOMMENDATION</b>
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**Approval, based on meeting the first and third rezoning criteria.**

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



PROPOSED RV & TRUCK DIMENSIONS

<b>Nelson RV Park Phase 2</b> ST. CHARLES PARISH, LOUISIANA		
<b>RV PARK PLAN VIEW</b>		
<b>DANNY J. HEBERT, P.E.</b> CIVIL AND ENVIRONMENTAL CONSULTING ENGINEERS 14433 RIVER ROAD, HAHNVILLE, LOUISIANA 70057 PHONE: (985) 785-2380		
DATE:	01/08/2024	PLOT SCALE: 1" = 200'
DESIGNED BY:	ISB	DRAWN BY: ISB
CHECKED BY:	DJH	APPROVED BY: DJH
		DRAWING NO. <b>PR-1</b>

DATE	DESCRIPTION	NO.

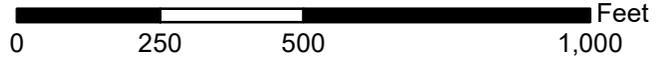
**One Call before you dig.**  
 1-800-487-9889

*Note: "Prior to construction, the contractor will verify all utilities." If a conflict exist, notify the project engineer/architect.*

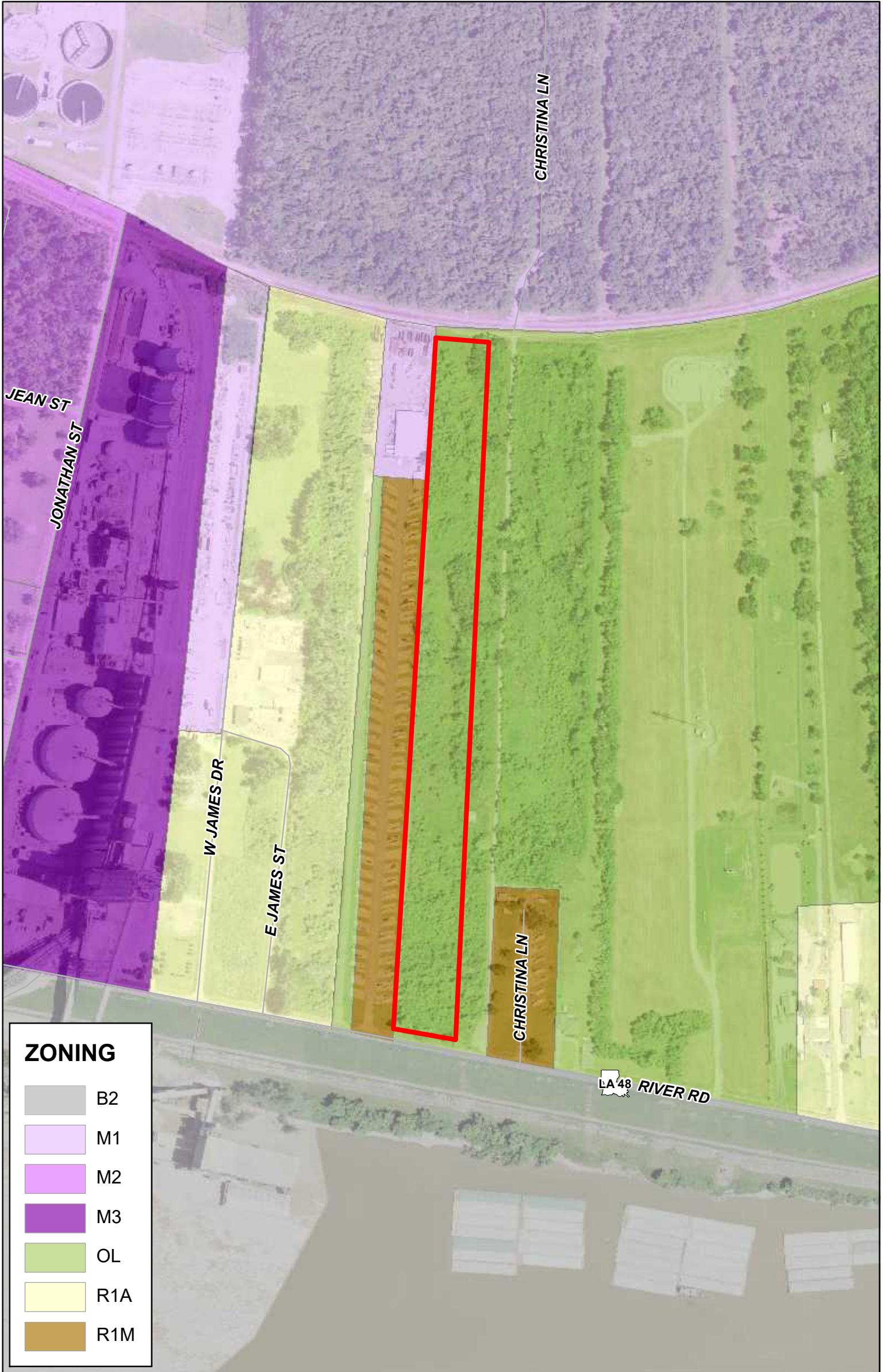
THIS LINE IS ONE INCH LONG WHEN PLOTTED FULL SCALE

2024-3-R

O-L to R-1M and M-1



2024-3-R  
O-L to R-1M and M-1



ZONING	
	B2
	M1
	M2
	M3
	OL
	R1A
	R1M

2024-3-R  
O-L to R-1M and M-1





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

Permit/Case #:	2024-3-R
Receipt #:	
Application Date:	12/29/23
Zoning District:	R-1M and M-1
FLUM Designation:	Low DL
Date Posted:	

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

Fee: \$40 - \$200

Applicant: DNA Real Estate, LLC  
 Home address: 12350 River Rd, St. Rose, LA 70087  
 Mailing address (if different): nelsonbros.com  
 Phone #: 504-451-2368 Email: nelsonbros@cox.net  
 Property owner: same  
 Municipal address of property: 12320 River Rd, St. Rose, LA 70087  
 Lot, block, subdivision: Lot 19 Pecan Grove  
 Change of zoning district from: DL to: R-1M + M-1  
 Future Land Use designation of the property: expansion of RV Park + Equipment Parking  
 (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: We will expand our existing RV Park + Equipment parking

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

Both adjacent properties are currently RV Parks

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

unknown

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

expansion of existing RV Park

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.

Upon approval from the parish, the project will develop





# 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 #:** 2024-0089    **Version:** 1    **Name:** O-L and R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 and 17962 River Road, Montz as requested by Denver Pe

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An Ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from O-L and R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 and 17962 River Road, Montz as requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC.

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

**Indexes:**

**Code sections:**

- Attachments:** [2024-0089 RECOMMENDATIONS AT A GLANCE](#)  
[2024-0089 Minutes](#)  
[2024-0089 Staff Report](#)  
[2024-0089 AERIAL](#)  
[2024-0089 ZONING](#)  
[2024-0089 FLUM](#)  
[2024-0089 Submitted Photos](#)  
[2024-0089 Denver Perilloux Application1](#)  
[2024-0089 Denver RPlat](#)  
[2024-0089 OT Properties, LLC Application1](#)  
[2024-0089 Oubre RPlat](#)  
[2024-0089 Perilloux RPlat](#)  
[2024-0089 Robert Oubre Application1](#)  
[2024-0089 Survey](#)  
[2024-0089 Terry & Dana Perilloux Application1](#)  
[2024-0089 Three 4 Three LLC Application1](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	
2/1/2024	1	Planning Commission	Recommended	Approval
2/1/2024	1	Department of Planning & Zoning	Recommended	Approval
1/3/2024	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2024-1-R requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC for a change of zoning from O-L & R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 & 17962 River Road, Montz. Council District 6.**

### **Planning Department Recommendation:**

Approval.

### **Planning Commission Recommendation:**

Approval.

**2024-1-R requested by Denver Perilloux, Terry & Dana Perilloux, Robert Oubre, and Chris M. Trepagnier for OT Properties, LLC & Three 4 Three, LLC for a change of zoning from O-L & R-1A(M) to R-1A on Lots P-1, 1B-1-A, 1A-1, and those properties designated as the Roussel Tract and Lot 3605A, approximately 42.5 acres between Dixieland and Country Cottage Subdivisions, 17956 & 17962 River Road, Montz. Council District 6.**

**Mr. Welker** - 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. The request would not be considered a spot zone since it covers a large area and expands on an adjacent R-1A district. The proposed R-1A zoning does conform to the land development pattern established by the Future Land Use Map and furthers the goal of the Comprehensive Plan. The request meets the first guideline.

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.

Montz has been the subject of five large-scale rezonings to R-1A causing significant shifts in the land-use pattern/character:

- PZR-1990-04; Ordinance No. 90-3-1 – Evangeline Road from River Road to the CN Railroad
- PZR-1990-08; Ordinance No. 90-5-6 – Evangeline Road to from the CN Railroad to Airline Drive
- PZR-2001-03; Ordinance No. 01-2-5 – Evangeline Estates Subdivision
- PZR-2002-06; Ordinance No. 02-5-1 – Country Cottage Estates Subdivision
- PZR-2003-06; Ordinance No. 03-5-15 – Country Cottage Estates Subdivision

Large-scale, planned residential subdivision development in Montz had long been limited to Evangeline Road (Evangeline City, 1927) and Thoroughbred Avenue (Dixieland, 1977 & 1979). Development in the remaining area was sparse and consisted of either heavily wooded undeveloped land, agricultural uses, or individually developed residences along River Road. The early 2000s marked a significant shift in the land use pattern of Montz. The above referenced rezonings in 2001, 2002, and 2003 allowed for the introduction of typical suburban single family subdivisions with the development of Country Cottage Estates (263 lots, 2002-2006) and Evangeline Estates (70 lots, 2002-2004).

The existing zoning is not necessarily unreasonable. Those uses permitted in the R-1A district can be permitted in the R-1A(M) and O-L districts. But the proposed R-1A zoning would be more reasonable as it would permit the type of development that is more in line with the current land-use pattern and character of Montz as detailed above. The request meets the second guideline.

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

The proposed R-1A zoning would be compatible with the surrounding neighborhood character consisting primarily of single family residential homes, most of which within typical residential subdivisions (Dixieland, Country Cottage Estates, Evangeline Estates). R-1A zoning would allow for residential development at a higher density compared to what could be permitted under the primarily O-L zoning (6,000 sq. ft. lot minimum vs. 20,000 sq. ft. lot minimum), so increased impact to public facilities could be expected and must be accounted for as part of any resulting development. At this time the Department of Waterworks stated no additional burden to their system would occur. The Director of the Department of Wastewater stated that while down-stream sewer improvements may be necessary, there is no objection to the proposed zoning change. Any significant subdivision development resulting from this request would go through the Major Subdivision process. As part of this process, detailed plans are reviewed to ensure new water, sewer, and drainage infrastructure will be built to Parish standards, and any adverse impact to existing facilities identified and mitigated. The request meets the third guideline. The department recommends approval.

**Representative** - David Moyer 13551 River Road Luling, attorney for the applicants. As the commission knows this is the first of about half a dozen steps the planning board has recommended approval it complies with the 20-30 plan with the parish. I didn't realize there would be this much excitement here tonight, but this is just an application for re-zone. Does anyone have any questions?

**Commissioner Petit** - The public hearing is open. Anyone that speaks will have about 3 minutes, we will have a timer, we will let you know when your time is up, and you can only speak once and you cannot return to the podium. If you are speaking for a group if you would let us know up front, we will allow 6 minutes and we would ask the group to stand, whoever you are representing. Again, this takes 4 votes to pass, this is a recommendation and will be forwarded to the Council tonight we are just looking at the rezoning request. Just a reminder if you are up at the podium you are talking to us we are recording this it is being broadcasted to the public at this time so in order for them to hear we need the person that is speaking into the mic to speak very clearly and we need silence in the audience. Also, just a reminder we do need everyone's name and address for the record, that's the first thing we need when you approach the podium.

**Robert Gonsoulin** 140 Thoroughbred Montz – Been living there about 40 years, until the parish put 3 pumping stations on Airline Hwy. we never flooded, well since then it's been nothing but flooding. If you take 42.5 acres and you put houses in there we will flood it's suppose to be done after the pumps are in, well there's no pumps you cannot allow them to start this process when a pump is not in place and we will flood. I live on Thoroughbred, Thoroughbred is a dead-end street and we want it to remain a dead end street, we don't

want to connect to another subdivision. The last time this happen we all came in and did the same exact thing and stopped it, and we trying to do it again and I have pictures of the said property underwater with 4 ½ inches of rain and we've had a lot more than that and I'd like ya'll to look at these pictures there are River Road and this is some of the stuff we've been going through in Montz, in that area cause I'm right there by it. (photos were given to Mr. Badgerow to pass to commission members)

**Melanie Schexnayder** 155 Thoroughbred Ave. – I'm here tonight to oppose the rezoning of the property because the attempted rezoning is for the purpose of the development of a major subdivision. It is my understanding that a major subdivision is described as a development that contains over 5 lots of houses this proposed subdivision would literally be in our backyard as our yard butts up against the strip that is owned by Denver Perrilloux and I have concerns. My biggest concern is drainage, drainage, drainage. I lived in the community of Montz for over 50 years, first as a resident of Evangeline Road then as the owner of the property on Thoroughbred I've never seen Montz fill up with as much water as I've seen lately. Last month we had 2 major rain events, the first one the River Road in front of Thoroughbred along with the neighbors backyards and Ms. Joyce's house that faces River Road full of water. The second rain event later in the month put water in the same places Evangeline Road between the tracks had to be barricaded it was still barricaded the next morning as I saw the bus drivers asking if it was still closed, transportation for St. Charles Parish Public Schools had indicated that it was this is unacceptable the water that is filling and standing in Montz is unacceptable. It is my understanding that the community of Montz will be getting an improved drainage with pumps, etc. it's my understanding from speaking with Mr. Bob Fisher that the project while the money has been allocated for the project it won't even break ground until the third quarter of 2024, when I asked him how long the project is expected to be completed I was told about 12 months, we all know that major projects such as this usually takes longer than that so the community could be potentially looking at 20-24 months for the completion of the pumps, in turn you get situations like this with the water and drainage issues and I feel the parish should not even consider allowing a major subdivision to be built in an area until these issues have been resolved, as the property stands right now if a subdivision is allowed to be developed it will flood out the residents who already live here it is important to recognize that before we allow the development of a major subdivision that we keep the residents who have already invested in the community a priority. We have built homes that are most people's major investments, we built relationships and a community atmosphere, we live here because we want to. Please don't let a few developers, 3 of the 4 property owners asking for this rezoning don't even live in Montz come in and destroy come in what everyone has worked hard flooding will decrease our property value making our homes unsellable even if we wanted to move and drive up our already extremely high insurance premiums perhaps to the point we won't be able to have flood insurance please protect our current residents first.

**Commissioner Petit** – time is up.

**Ms. Schexnayder** – this is my mom can I have her 3 minutes.

**Commissioner Petit** – yes.

**Ms. Schexnayder** – I also have issues with the potential development of a major subdivision because we have no idea what the plans for the subdivision are, rezoning should be taken off the table for that reason while I understand that you don't have to submit an application for the subdivision in order to get rezoning done that's a problem this rezoning application today is for the purpose of developing a major subdivision that is described over 4 or 5 lots. So what are they looking to build 6 houses, 60 houses, 160 houses, what will be the size of the lots, the size of the houses, approximate value of the houses upon completion. Can anyone here tell us what low to moderate residential means, what does that entail? An application that was posted on a community forum states future land use recommendations, this included duplexes, townhouses, I'm under the impression that a new subdivision would have to fit in with the already existing homes I'm not aware of any duplexes or townhouses in the other neighborhoods I was told by my councilman that rezoning will only be for single family residences and will be able to be put there, so some clarification on this would be helpful. Would the subdivision be developed in phases? How long will it take to complete? How much noise and inconvenience will the residents who already reside there will be subjected to? Where will the ingress and egress for the development be? Will it only be off of River Road or will the intent be to stub into the existing neighborhoods of Dixieland Subdivision and Country Cottage Subdivision to meet new subdivision requirements that I was told now has to have two points of entry and exit. If this is done you will literally turn Thoroughbred Ave. cause you tried to do this last time, um they can't handle any more traffic Thoroughbred Ave. is a complete and total mess you will be putting children's, pets, residents of becoming victims of high traffic, high speeds down the street with no sidewalks and a speed limit 15 mph. I have neighbors who have young children and I want them to have the same protection with traffic that I had when I was raising young children there we bought a property down a dead end street we want it to stay that way, transparency is going to be the key to resolving this matter and I feel that we don't have that there is nothing on paper for the subdivision proposal that we can see at this time we been down this road before with Mr. Oubre, Mr. Trepagnier they attempted to put a subdivision here with no access to River Road at that time and the intent to stubbing into the existing neighborhoods and pour their traffic to our neighborhoods, drainage, probably flooding, traffic, schools, busses, teachers, all of this needs to be taken into consideration.

**Commissioner Petit**- Ms. Schexnayder unfortunately a lot of your second part of your questions around the number of houses the size, we don't have answers to that, that's not something that has been shared with us we don't access to that, this is a rezoning request.

**Ms. Schexnayder** – that's why we asking yall not to send it to the council until we have some more information.

**Commissioner Petit** – I do understand that. Just to let everyone know yourself as anyone else that will come, they will be, if a subdivision is finally proposed and we do recognize on the application that is the intent, we have an idea of what the applicant has in mind but as far as the size of the lots, number there are requirements in the zoning that restrict the sizes but we don't know entrances, we don't know number of lots the drainage study, the traffic impact analysis all of that would come if required as part of that subdivision, but thank you for your concerns I appreciate you stepping up.

**John Bonnette** 114 Thoroughbred – I'm gonna keep it short and sweet. I agree with everything Ms. Schexnayder said, I think my only thing is I agree that we should let the master drainage plan take place in Montz before we consider anything. If you do vote on this tonight, um I think you should go heavily with zoning's recommendation of sticking with R-1A, no R1AM if that's part of the vote tonight I don't know if that is please correct me if I'm wrong that R1AM will be part of the rezoning then I strongly object to that.

**Commissioner Petit** – just to clarify that, so it currently has a piece that is R1AM, the request is to convert that piece as well to R1A. Is that correct Chris?

**Mr. Welker** – yes.

**Mr. Bonnette** – ok even with that being said I agree with my neighbors that we should not rezone any property until we have carried out the master drainage plan for Montz and see how Montz and surrounding neighborhoods handle water as everyone said right now, water is an issue I don't know how many roads in this parish require for parish workers to come out and put barricades in the middle of the night to keep people off roads to keep people safe and that currently happens is a very low threshold, doesn't take very much rain for that to happen and it has happened multiple times in the short time I have been in Montz. I just think that until we insure the people that are in Montz right now and live there are safe, our homes are safe, and our roads are safe we should not consider any rezoning at this time.

**Jared Burford** – 133 Thoroughbred Ave. – Just moved to Montz about a year ago, got away from Destrehan because the traffic just got insane out there, nice quiet street if yall plan on making Thoroughbred an inlet and outlet, I definitely oppose it. I think this agenda was submitted January 3<sup>rd</sup> and I probably wouldn't have had a problem with the drainage, like I said I'm fresh to the area but on January 8<sup>th</sup>, I watched I live right next to the Coulee canal on Thoroughbred Ave. it's a big canal 5-6 ft. deep, I watched that water come up 5-6ft. over the top of the canal I watched that come into my property, I watched that thing, 4 more inches it would have been in my garage, it would have been in my neighbor's property, it would have been flowing down the street to everybody else at the back of the neighborhood. I completely agree if you do this you will flood us out there's no doubt, there's too much water. I don't even think what you have not can handle what you have. I think when you upgrade the pumps you will be getting it where it should be it's not adding more (inaudible) 42 ½ acres

soaking up water is now gonna flow to the Coulee canal which is in that thing notable canal so that means the drainage is pretty much going to be going there flowing right next to my house, eroding my property and a possible flood my house and I heavily oppose this. Thank you.

**Karen Bivona** – 153 Thoroughbred Ave. – I'm here today to oppose the rezoning like everyone else said it floods Thoroughbred, the beginning of Thoroughbred to the curve, floods on a regular rain they had our street torn up for months trying to fix it, it still not fixed yet Evangeline Road that continues to flood numerous times blocked off people can't get out of their houses, kids can't get to school so we forced to go down CC Road, CC Road is horrible, it floods the drainage is not correct on CC Road either and that's the point I wanted to make also that that needs to be addressed because when you can't go down Evangeline we have to go down Thoroughbred and my other concern is if it's subdivision our voting facility isn't not capable of holding the people we have now in Montz and its unsafe and we need that addressed as well and I opposed this rezoning today.

**Marcia Culver** – 163 Thoroughbred Ave. – The rezoning they were talking about tipping the boxes for drainage impact, the drainage plan that's in effect right now is designed for what's in place now so any added housing is going to impact that when you had, when you take land out of drainage and put more concrete you're going to have more run off, the more run off is gonna be not going to be addressed than the plan that's in present. The other thing is, let's see the utility impact all it takes is when the fire department would go around doing the fire hydrants all they had to do was open a fire hydrant and our water pressure caved, we have nothing, and they want to had more houses they need to address the utilities. Let's see, one of the most important things is when you have Evangeline Road that floods you also have the possibilities when Spill Way Road closes due to flooding then we have Evangeline Road closed the Spill Way Road closed, all the emergency equipment has to come from LaPlace or go to Bayou Steel Road so then you going to add all this new traffic there's no light at Evangeline Road, there's no light at CC Road so when you add the traffic impact I haven't heard anything about that so that has to be a consideration that your adding 2 cars per house then you talking about I don't know how many houses, but who does the traffic impact, when all these studies are done the engineering studies that have to be done, who does that is that the owner's or the people doing the subdivision is that their responsibility.

**Commissioner Petit** – to answer your question it's a combination of both depending some of the feedback on some of the utilities like the water works, the wastewater would come from those departments in the parish if they required studies those would need to be done by a licensed company, but I believe a traffic study would be required depending on the size of the resubdivision. Correct Michael?

**Michael Albert** - at the developer's expense.

**Commissioner Petit**- at the developer's expense and it would require to be a third party.

**Ms. Culver** – ok and the traffic, they have to keep in mind that were land locked, when Spill Way Roads closed and Evangeline’s flooded.

**Commissioner Petit** – and that would all go into that traffic that plan, at that point the study would include how many potential lots how much traffic increase there would be so that would be fed into that stuff.

**Ms. Culver** – Alright, that’s all I have right now.

**Keri Burford** – 133 Thoroughbred Ave. – I just want to bring to your attention that this land that is going to be developed the parish is using it as a flood plain ok, I see the Coulee overflow many times in this property I’m not talking about my street, I’m talking about the property behind my house where the rezoning is taking place. A flood plain ok, it looks like a lake back there if you would like I can give you some pictures, whether the parish realizes it or not the fields that are in Montz right now are helping it keep the water from coming into our houses so it might be a good idea to come take a look at the fields you know when it’s raining because it is a regular occurrence – and I also agree with everything my neighbors said and my husband has said so far. Thank you.

**Paul Guidry** – 100 Gretchen Court Montz, Country Cottage Estates representing. I live on that Coulee and every time it rains or has a major rain event my backyard is close to getting flooded out now if you haven’t been to our subdivision it’s built up so my concern is when they develop this land they gonna bring fill in, what’s going to happen the fill, it’s going to push the water into our houses and we just got through Ida and for all those who actually did flood for Ida there insurance rates went up so it’s two fold. You have all this land that’s pretty much surround by other subdivisions that’s actually keeping us from getting flooded and really you have 3 pumps on Airline Hwy. pumping all of the water out of Montz and we can’t keep the water low enough in line for comfort to anyone here. So, until you really get a master flood plan that actually is effective to keep the water out of our yard, garages I highly recommend that you do not let this pass tonight. Thank you.

**Justin Naquin** – 525 Evangeline Road Montz. – Alright so, they said that this would meet all the surrounding areas so he said 6,000 sq. feet per house that’s over 6 houses per acre there ain’t but maybe a handful that’s got a lot that small around us you said that met that requirement, it doesn’t meet that requirement, you said that was low to medium value houses, medium in our eye but not really low I mean my property taxes are 4,000 dollars a year what I pay and the flooding is ridiculous so I pay this amount of money and I cant even get out of my road cause it’s flooded y’all said y’all was gonna put the culvert by Airline Hwy. that was gonna fix it well one week later it flooded the whole area again so y’all say y’all know what the water is gonna do but y’all ain’t got a clue. So how when you put 1 foot of fill which is the minimum requirement per house, 42 acres of 1 foot higher how is that not going to flood everybody else. This is absurd, absurd and who is going to be responsible if it floods our house. I’m looking at all y’all I’m looking at the builder, I’m looking at everybody because

it would be y'all's fault. This should not even be entertained; it does not meet these requirements of your own paperwork and the low value houses could that mean section 8.

**Commissioner Petit** – no not based on the zoning that's being proposed, no and just to clarify, Michael you want to clarify the 6,000 foot is not structural requirements it's actual lot size. Correct?

**Mr. Naquin** – lot size.

**Mr. Albert** – for one I'd like to request that the comments be directed to the chair, the staff is just presenting the report, and second there needs to be a distinction and it's difficult but the talk about the low to moderate is talking about housing density there are categories that zoning falls within it has nothing to do with low income or anything else related to that, it's a density category, multiple zoning districts fall within it, R1A is one of those eligible districts so it does meet the criteria.

**Mr. Naquin** – so wouldn't most of it be R1B with a 10,000 sq. foot minimum lot? So how is R1A with 6,000, how would that be equal to the surrounding area.

**Commissioner Petit** – this proposal is to rezone this to the same designation as the 2 adjacent neighborhoods, alright so same requirements for lot size nothing different it's the R1A, no R1B, no duplexes, it's whatever's required in R1A. So it's again it's the same zoning as the 2 adjacent neighborhoods.

**Mr. Naquin** – alright well on Evangeline Road there's no sidewalks so I have 2 small kids where people are speeding down my road already, if you put 250 more houses that's 500 cars that's 500 more people that my kids got a chance of getting hit by, and it's just not set up for a major subdivision in there, it's not set up for it with 1 foot higher, 42 acres that floodings going somewhere and it's coming in all our houses. Thank you.

**Curtis Hanna** – 177 Thoroughbred Montz – Pretty much all of my neighbors have said what we want to say um I don't know who got paid off but everybody here is voted in so whoever gets paid off we just vote them out. We gonna appeal this if it goes through so y'all, y'all see do what y'all see fit but there is enough of us to appeal it, that's all I got to say.

**Cliff Bleakley** – 136 Thoroughbred Montz – First off just a question, what does it take for y'all not to vote for it, I mean to vote against it? Cause it seems like everything you say, well it's just for rezoning and it goes to the Council. What does it take to stop it here?

**Commissioner Keen** – if we vote no, it still goes to the Council.

**Mr. Bleakley**– either way, even if it's majority, no.

**Commissioner Keen** – correct.

**Mr. Bleakley**– so what's the point of this meeting?

**Commissioner Keen** – this is the preliminary to be able to put it on record everything you stated here, things been documented all goes up to the Council meeting when they have that, when this is all (inaudible)

**Mr. Bleakley** – ok I understand the process.

**Commissioner Petit** – you are also welcome to attend that there will be a public hearing. Lots of the comments and questions are about the proposed or a proposed subdivision when that happens, if that happens at this point were here to consider the rezoning request, does it fit within the character of the existing zoning next to it, again we don't know a lot of those plans are for the size or density, drainage studies that would be part of the development once it happens. That would be permitted, requested, that would come back to us there would be a second hearing on that type of request.

**Mr. Bleakley** – ok, and my only other question is, I understand why Bob Oubre and Trepagnier are requesting this cause they tried it before the property that he's trying but I don't understand why the Perrilloux's are on it, cause their a separate property. Does that mean there asking to rezone to be included in the subdivision proposal?

**Commissioner Petit** – yes, that is correct this includes.

**Mr. Bleakly** – they already have a house there, and I'm just wondering why do they need, and I'm friends with the Perrilloux's, been lifelong friends with them. I just want an explanation.

**Commissioner Petit** – that's not a question we can answer.

**Mr. Bleakly** – I'm just looking for an answer.

**Commissioner Petit** – That's not something we have information on at this point.

**Mr. Bleakly** – But it is included.

**Commissioner Petit** – It is included. I don't know if you could bring the map back up but it does include from River Road it's lots P1 and 1B-1A and 1A -1 which include that, if the audience could please not talk, open land and R1AM would be switched.

**Julie Naquin** – 111 Gretchen Ct. Country Cottage Estates – I just wanted to say that I totally oppose it for every reason that everybody said for our neighbors, our friends, our houses, just want to be on record that I oppose it.

**Stephanie Kropog** – 103 Arline Ct. Montz - Good evening. I come very close to flooding also. I have a question to ask you. According to this map amend that was done by the Planning and Zoning staff report on the second page it says recommended zoning district R1A, R1B, R1AM. Does that mean they're going to attempt to put R1AM um on that property?

**Commissioner Petit** – No that, that's basically a recommendation based on the comprehensive future of land use, so there's a study done that's refreshed every 10 years you want to talk a little bit, Michael.

**Mr. Albert** – yes, like I don't know if you heard me mention earlier there's certain land use categories in each of those categories has 3 to 5 different zonings in them , so no they not asking for that, that's not even part of the consideration for this entire land use category here including what they have those are also eligible zoning districts but there not asking for those.

**Ms. Kropog** – they're not asking, they're asking for R1A. Ok. So my next question is, on, are you attempting to resub divide our subdivision?

**Commissioner Petit** – I'm not familiar with any request.

**Ms. Kropog** – because, well according to St. Charles Parish Appendix C in your St. Charles Parish subdivision regulations of 1981 under General Section I, under definitions, it says resubdivision any change to an approved or recorded subdivision which Country Cottage Estate is that's where I live plat that effects any lot line, street layout which would affect our street lay out because in order to access this proposed subdivision you have to go into Country Cottage and build a road over the ditch so that would affect the street lay out or area reserved for public use or that effects any survey, map, plan, deed, or property transfer an legally recorded prior to the adoption of the subdivision ordinance of 1981. So, putting that street in on Country Cottage Estates in Country Cottage Estates you would resubdividing. Is that not correct?

**Commissioner Petit** – at this point.

**Ms. Kropog** – How could that not be?

**Commissioner Petit** – at this point we have no resubdivision request, we have no proposal for a street, this is simply to rezone the property. There's no proposal tonight for a subdivision.

**Ms. Kropog** – but, but in this

**Commissioner Petit** – that would come again if that is submitted to us that would come before the commission for consideration and approval separately which would likely address everything you pointed out in that piece of the charter.

**Ms. Kropog** – But in this document it said that proposals would be to be going through Thoroughbred and Country Cottage Estates. Is that not, correct?

**Commissioner Petit** – That's in? I'm not sure what you have a copy of mam.

**Ms. Kropog** – The streets, the access to the subdivision would be on Thoroughbred and Country Cottage Estates. Is that not, correct? And my question is why would that be when

there is 450 feet on River Road that could be accessed to get to that new subdivision, proposed subdivision.

**Commissioner Keen** – Again none of this, this is just for the changing of the zoning, and so none of this is talked about, roads, number of houses, none of that, it's just to take it from open land and currently there is mobile homes permit on River Road.

**Ms. Kropog** – There is what?

**Commissioner Keen** - On River Road right now the front of this section is already zoned R1M, it's already zoned that way so we trying to change that to R1A, that's what they're asking, that's what they're requesting. Nothing about building houses yet, nothing about building roads, the ability to plan to do that is all their requesting, that's all that really is at this point.

**Ms. Kropog** – Ok. At what point in time we find out where they going to access that subdivision?

**Commissioner Keen** – At some point down the road once they develop a plan that will come forward at that time some months from now.

**Commissioner Petit** – it would be required to submit those plans.

**Ms. Kropog** – And we would be able to attend that meeting?

**Commissioner Keen** – That's correct. Again, all that gets approved by the parish Council, or disapproved. That's how all of this decides. This is just a change of zoning.

**Ms. Kropog** – Well ok, this is just a change of zoning then that case I agree with everyone who just spoke because I live on Arline Ct. and my backyard floods these last 2 times rains that we had and my street also got up to the garage, so there a problem with the flooding and adding more homes there would only make it even worse. Thank you.

**Christy Hanna** – 177 Thoroughbred Ave.– I opposed this rezoning, I'm not going to talk about the flooding or the other issues that were concerned about I'm going to talk about there is no need, we feel there is no need to rezone, to change the character of a small town like Montz. We are comfortable with the setting that we live in now and we would prefer not changing the zoning. We live in a country setting and it would take away the unique qualities that we currently have in Montz, therefore I oppose this request of rezoning.

**Robert Thompson** – 119 Arline Ct. – I want to oppose this rezoning it's across the street from my house where the only dead end street connect and we have very narrow streets where we can't even park in the street on anything else in case of emergency, fire equipment cannot get through there is a lot of you know small areas and I'm just going on record saying that's the only entrance and that would only put our street for the exit to this. So, once again I oppose.

**Victoria Vicknair** – 102 Liza Ct. Montz, Country Cottage – Good evening. I just want to be on record that I oppose this because an inlet and an outlet would have to be placed somewhere and I live on the last street in Country Cottage believe it or not it is a closed outlet subdivision but it already has a lot of traffic flowing through there if you just sat in y front yard and watched cause I live on last street and if you open it up to another subdivision I can't even imagine the traffic that's gonna be coming around there, this subdivision has so many buses in there because we have so many children that live in Country Cottage subdivision that actually my street and only 2 other ones they have to put one bus for that many kids right there. So I think there's like elementary has like 3 buses just for Country Cottage subdivision and if you open up the outlet on Liza Ct. for another subdivision you just bringing so many cars and so many potential for accidents to happen to the children and I'm just asking yall not to do this.

**Cindy Meyers** – 204 Linda Diane Ct. in Country Cottage – I live right on the ditch right in back of the, right where they want to build and this last rain event the water that came up, came up to my back patio and it was just, it was bad. So I was just watching the water come up the last few days cause I was afraid it was going to come into the house, we can't have that.

**Ray Richard** – 18092 River Road Montz – Yall heard from plenty of residents and I'm sure there is plenty more that will come up here and stand and talk to y'all. About an hour ago Mr. Bailey came up here and asked y'all after the recommendation not meeting all 3 criteria, he asked y'all to vote from your heart, I think there's 100 people back here that want y'all to do the same thing. They can say all they want it meets the criteria but we have pictures and video it does not, wait for the pumps to go in, then consider this, alright. Thank y'all.

**Angelle LeBlanc** – 117 Gloria Ct. – Thank you, I just want to say I'm opposed to this we have too many kids in our subdivision, I personally witnessed kids falling off of bikes in the middle of the street, my son, one of my sons is half deaf he's almost gotten hit by cars and if we do this it's just gonna increase the traffic and the safety of our kids. That's it.

**Mr. Moyer** – This is the first of multiple steps, this is just a request for rezoning, changing the rezoning does not build a street, does not do anything, it's just a request to rezone property.

The public hearing was closed.

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

YEAS: Price, Keen, Ross, Folse, Jr., Krajcer, Jr.  
NAYS: Petit  
ABSENT: Frangella  
**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2024-1-R

### APPLICATION INFORMATION

- **Submittal Date:** 1/3/2024
  
- **Applicant / Property Owner**

Denver Perilloux 2237 Singleton Street Houston, TX 77008 504-201-1803 denverperilloux@gmail.com	Terry & Dana Perilloux 17956 River Road Montz, LA 70068 985-817-9482 twperilloux@rcloud.com
Chris M. Trepagnier OT Properties, LLC 17968 River Road Montz, LA 70068 985-778-0888 chris@treplawfirm.com	Chris M. Trepagnier Three 4 Three, LLC 331 Girod Street Mandeville, LA 70441 985-778-0888 chris@treplawfirm.com
Robert Oubre 23046 Mixon Road Amite LA 70422 504-559-5099 rroubre@gmail.net	
  
- **Request**

Change of zoning:

  - Current - O-L, Open Land District & R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes - Medium density
  - Proposed - R-1A, Single family residential detached conventional homes - Medium density

### SITE INFORMATION

- **Location**

The site consists of five individual tracts (P-1, 1B-1-A, 1A-1, Roussel & 3605A) situated between Dixieland and Country Cottage Subdivisions in Montz. Subject tracts 1B-1-A and 1A-1 are addressed as 17956 & 17962 River Road, Montz.
- **Size:** approximately 1,851,300 sq. ft. (42.5 acres)
- **Current Use:**

The subject site is mostly undeveloped land, some of which is wooded. Portions of Lot P-1 and the Roussel Tract have been used for agricultural purposes. A single family house is located on Lot 1B-1-A. Another single family house occupied Lot 1A-1 but has been removed.
- **Surrounding Zoning**

B-2, Batture, R-1A(M), and O-L zoning is located to the River Road side; R-1A(M) and O-L zoning is located to the Country Cottage Subdivision side; R-1A zoning is located to the Thoroughbred Avenue and Edgewood Lane sides.
- **Surrounding Uses**

The site is located in an area of Montz developed primarily with single family residential subdivisions, including Dixieland to the downriver side, Country Cottage to the upriver side, and Evangeline Estates to the Airline Drive side. Additional single family homes can be found outside of established subdivisions fronting River Road.

▪ **Zoning History**

The existing R-1A(M) and O-L districts were established in 1981.

▪ **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)*

▪ **Flood Zone & Minimum Building Elevation**

1992 Flood Insurance Rate Map: X zone

2013 Digital Flood Insurance Rate Map: X

▪ **Traffic Access**

Lot P-1 and 3605A do not have direct frontage/access to an improved public right-of-way. The remaining tracts (1B-1-A, 1A-1, Roussel) have contiguous frontage on River Road totaling approximately 450 ft.

▪ **Utilities**

The Parish GIS map shows drainage, water, and sewer facilities along River Road. Drainage facilities are also depicted within the subject area, most notably the Coulee Canal.

A representative from the Department of Waterworks stated no burden to the water system is expect from potential resulting development.

The Director of Wastewater stated down-stream sewer improvements may be needed, but offered no objection to the rezoning request.

The Senior Parish Engineer for the Department of Public Works stated they have no objection to the rezoning request, but with any subsequent development items such as drainage will have to be addressed.

Any significant subdivision development that could result from approval of this rezoning would go through the Major Subdivision process. As part of that process the Parish reviews a Drainage Impact Analysis, Traffic Impact Analysis, and detailed construction plans to ensure new infrastructure is developed to current Parish standards and existing infrastructure and surrounding development are not adversely affected.

**APPLICABLE REGULATIONS**

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

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

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

1. Use Regulations:

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

- (1) Site-built single-family detached dwellings
- (2) Accessory uses
- (3) Private recreational uses

b. Special exception uses and structures include the following:

- (1) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
- (2) Showing the operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
- (3) Accessory uses to golf courses and country clubs limited to the following:
  - art studios
  - churches and religious institutions

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

#### **Appendix 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 *Low-Moderate Residential*, which anticipates development of those residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The request would not be considered a spot zone since it covers a large area and expands on an adjacent R-1A district. The proposed R-1A zoning does conform to the land development pattern established by the Future Land Use Map and furthers the goal of the Comprehensive Plan. **The request meets 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.*

Montz has been the subject of five large-scale rezonings to R-1A causing significant shifts in the land-use pattern/character:

- PZR-1990-04; Ordinance No. 90-3-1 – Evangeline Road from River Road to the CN Railroad
- PZR-1990-08; Ordinance No. 90-5-6 – Evangeline Road to from the CN Railroad to Airline Drive
- PZR-2001-03; Ordinance No. 01-2-5 – Evangeline Estates Subdivision
- PZR-2002-06; Ordinance No. 02-5-1 – Country Cottage Estates Subdivision
- PZR-2003-06; Ordinance No. 03-5-15 – Country Cottage Estates Subdivision

Large-scale, planned residential subdivision development in Montz had long been limited to Evangeline Road (Evangeline City, 1927) and Thoroughbred Avenue (Dixieland, 1977 & 1979). Development in the remaining area was sparse and consisted of either heavily wooded undeveloped land, agricultural uses, or individually developed residences along River Road. The early 2000s marked a significant shift in the land use pattern of Montz. The above referenced rezonings in 2001, 2002, and 2003 allowed for the introduction of typical suburban single family subdivisions with the development of Country Cottage Estates (263 lots, 2002-2006) and Evangeline Estates (70 lots, 2002-2004).

The existing zoning is not necessarily unreasonable. Those uses permitted in the R-1A district can be permitted in the R-1A(M) and O-L districts. But the proposed R-1A zoning would be more reasonable as it would permit the type of development that is more in line with the current land-use pattern and character of Montz as detailed above. **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 proposed R-1A zoning would be compatible with the surrounding neighborhood character consisting primarily of single family residential homes, most of which within typical residential subdivisions (Dixieland, Country Cottage Estates, Evangeline Estates).

R-1A zoning would allow for residential development at a higher density compared to what could be permitted under the primarily O-L zoning (6,000 sq. ft. lot minimum vs. 20,000 sq. ft. lot minimum), so increased impact to public facilities could be expected and must be accounted for as part of any resulting development. At this time the Department of Waterworks stated no additional burden to their system would occur.

The Director of the Department of Wastewater stated that while down-stream sewer improvements may be necessary, there is no objection to the proposed zoning change. Any significant subdivision development resulting from this request would go through the Major Subdivision process. As part of this process, detailed plans are reviewed to ensure new water, sewer, and drainage infrastructure will be built to Parish standards, and any adverse impact to existing facilities identified and mitigated. **The request meets the third guideline.**

<b>DEPARTMENT RECOMMENDATION</b>
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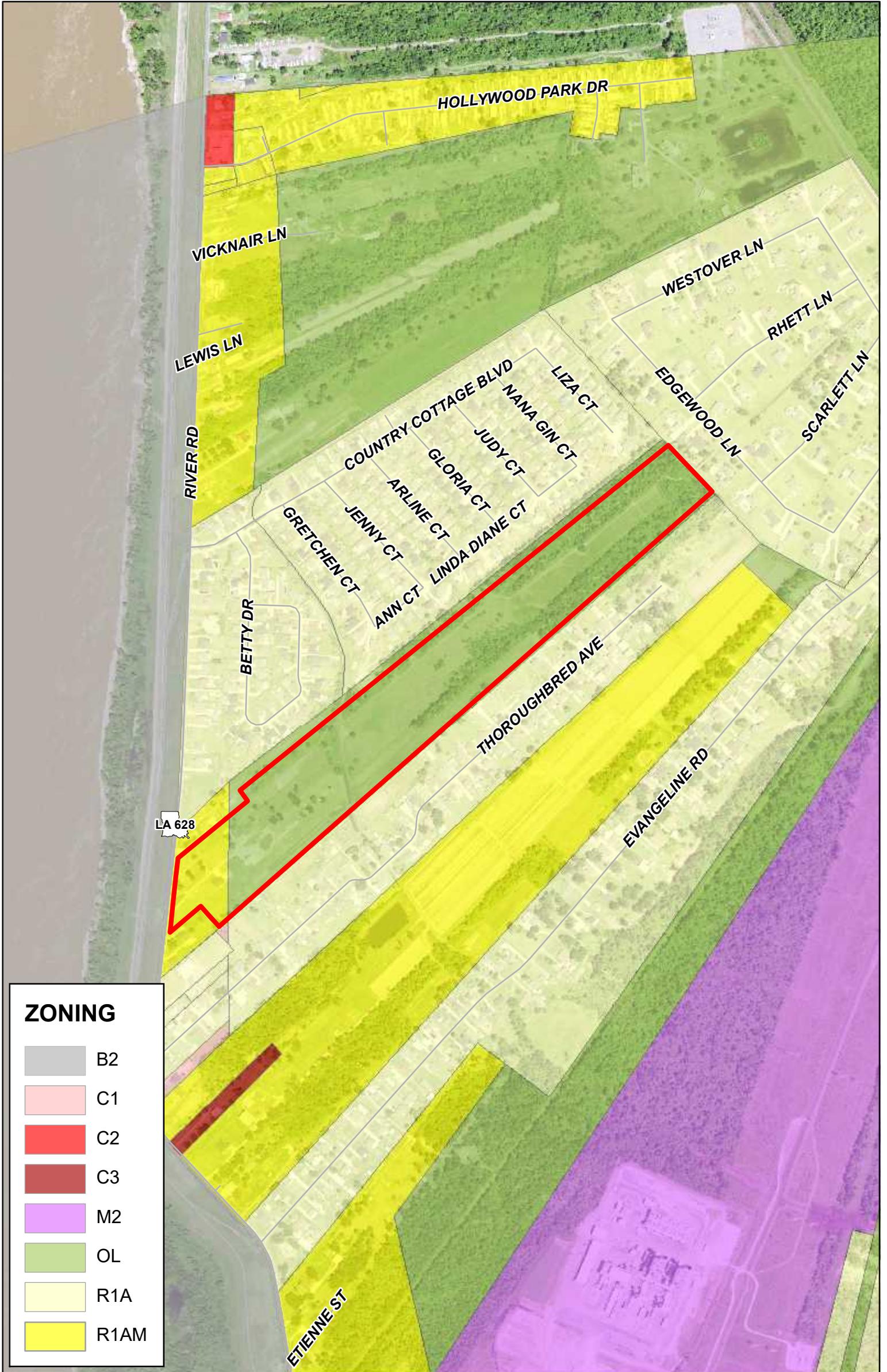
**Approval, based on meeting all rezoning criteria.**

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

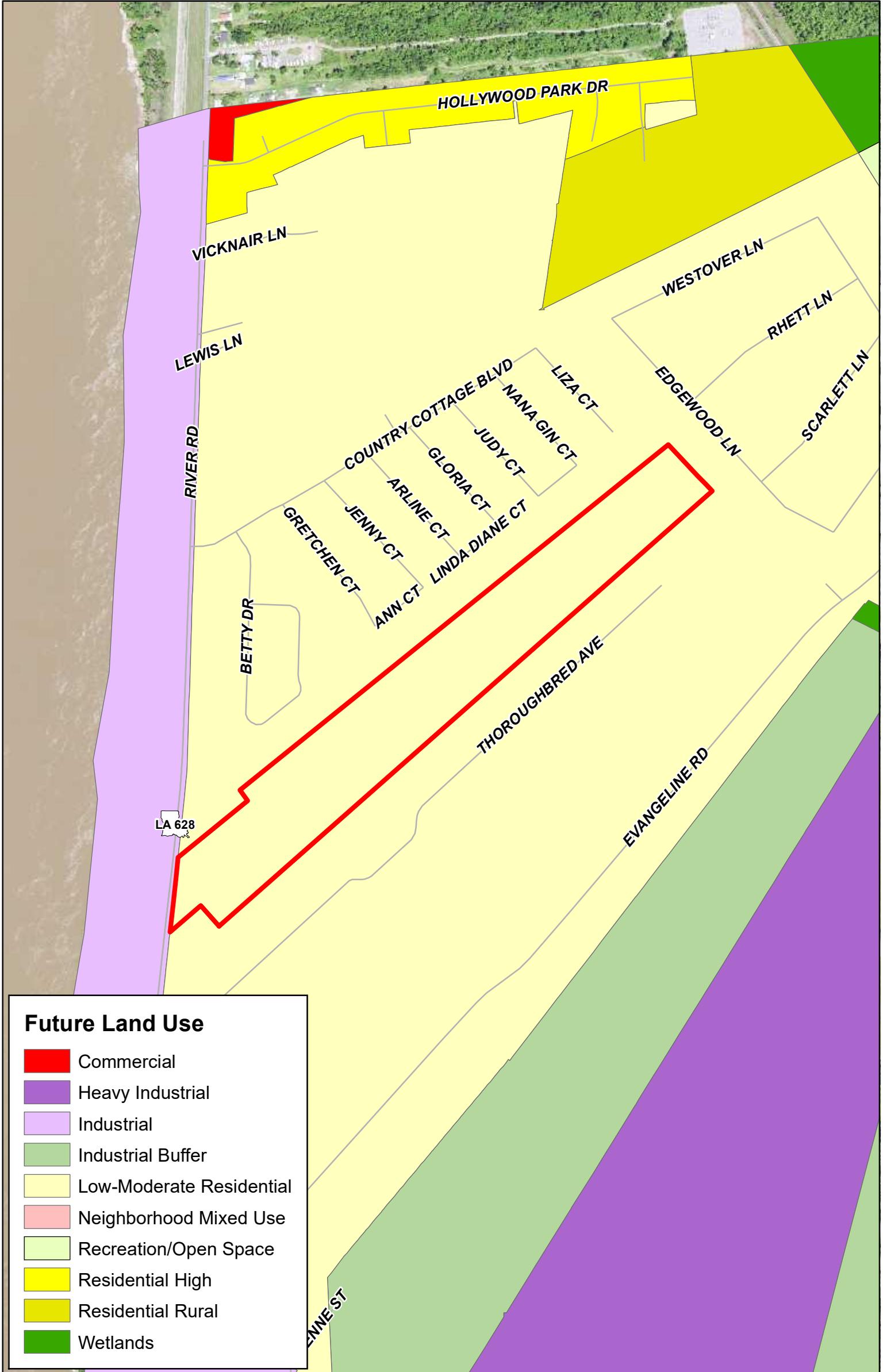
2024-1-R  
O-L & R-1A(M) to R-1A



# 2024-1-R O-L & R-1A(M) to R-1A



2024-1-R  
O-L & R-1A(M) to R-1A



River Road

2024-1-R

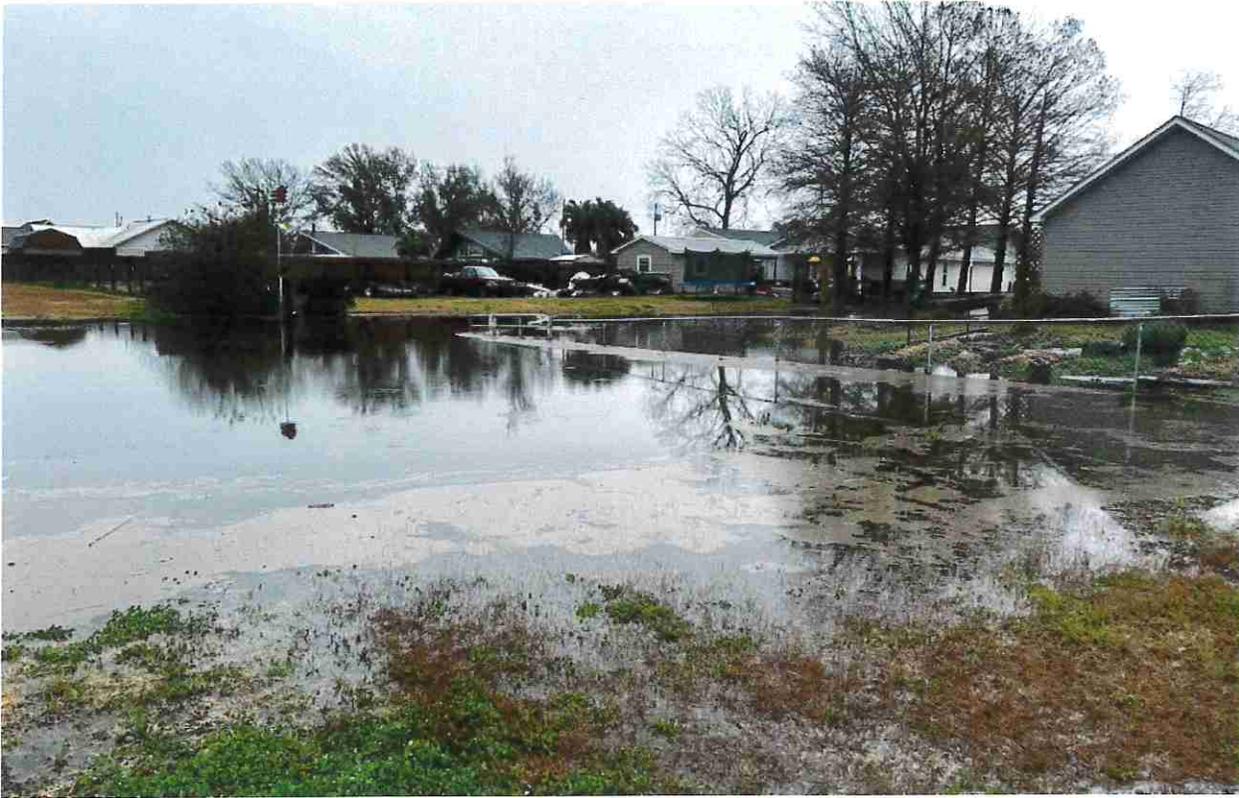


















*Thoroughbred*

Denver



Bailey





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

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

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

Fees: \$40 - \$200

Applicant: Denver Perilloux

Home address: 2237 Singleton St. Houston, Tx, 77008

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

Phone #: 504-201-1803 Email: denverperilloux@gmail.com

Property owner: Denver Perilloux

Municipal address of property: 17950 River Road, Montz, LA, 70068

Lot, block, subdivision: Lot P-1, Being a Resubdivision of St. Germain Property in Section 6, T12S-R7E

Change of zoning district from: OL to: R1-A

Future Land Use designation of the property: Low - Moderate 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: Development of residential subdivision.

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

Residential. Proposed use is the same as adjacent properties.

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

Property is surrounded by residential neighborhoods.

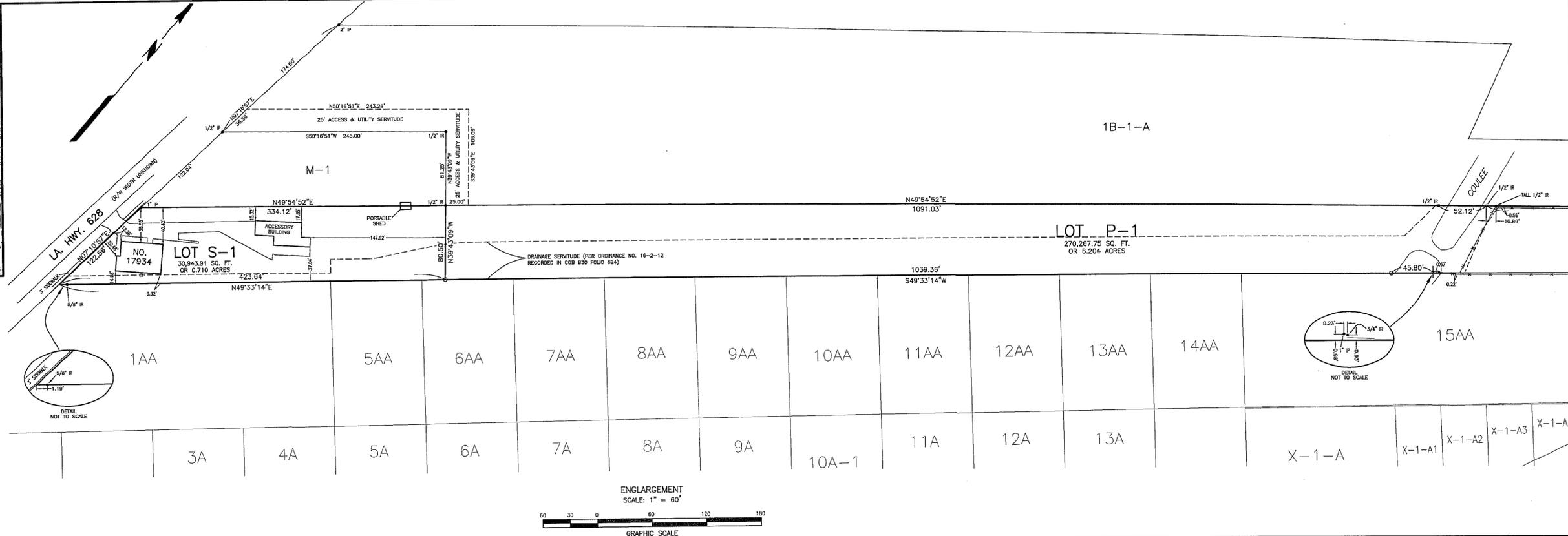
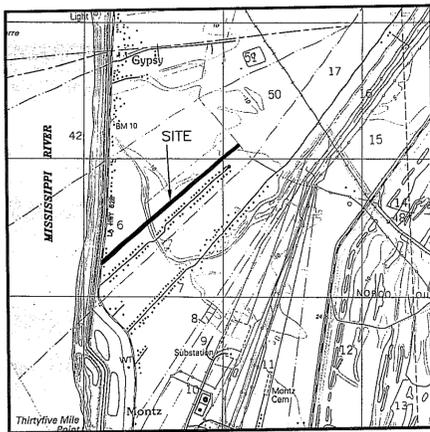
How does your proposed use of the property comply with the Future Land Use designation for the property?

Future land use is designated as low to moderate residential.

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.

The new zoning district is compatible because the subject property is surrounded by residential development.

Permit/Case #: \_\_\_\_\_



APPROVALS:  
*Commis. Joseph* 9/5/19 Date  
 St. Charles Parish Planning and Zoning Commission Chairman  
*St. Charles Parish Council Chairman* 9/23/19 Date  
*St. Charles Parish President* 9/26/19 Date

Recorded in the Clerk of Court's office  
 St. Charles Parish on the 3 day of  
 Oct 2019 in Book 883  
 Folio 43 Entry # 444056

- REFERENCE PLANS:
1. DIXIELAND SUBDIVISION BY S. K. LANDRY, DATED NOVEMBER 18, 1977
  2. DIXIELAND SUBDIVISION EXTENSION BY J. J. FERRELL AND ASSOCIATES, DATED AUGUST 9, 1979
  3. PLAN SHOWING THE RESUBDIVISION OF PLOT X OF DIXIELAND SUBDIVISION INTO LOTS 79 THRU 86 AND PLOT X-1 BY S. K. LANDRY, DATED JANUARY 28, 1983
  4. PLAN SHOWING SUBDIVISION OF A PORTION OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 7 EAST (INTO LOTS 1A THROUGH 14A) BY GERALD SIMANSON, INC., DATED JANUARY 19, 1984
  5. SURVEY PLAN AND RESUBDIVISION OF THE C. L. BOURGIERE ESTATE LYING BETWEEN THE MISSISSIPPI RIVER AND LAKE PONCHARTRAM INTO TRACTS HEREIN DESIGNATED AS TRACTS 1, 2, 3, 4, 5, 6 & 7 OF THE C. L. BOURGIERE ESTATE BY RIVERLANDS SURVIVING COMPANY, STEPHEN P. FLINN, P.L.S., DATED FEBRUARY 22, 2001
  6. RESUBDIVISION OF A PORTION OF TRACT 3 AND TRACT 5 INTO SQ. 1, LOTS 1-5 & 28-35; SQ. 2 LOTS 1-10; AND SQ. 3 LOTS 1-6 BODIN AND WEBB, INC. CONSULTING ENGINEERS, WILLIAM J. BODIN, JR., LAND SURVEYOR, DATED SEPTEMBER 10, 2004
  7. RESUBDIVISION OF TRACT 18-1 AND SONEY WILLET, AS TRACT INTO LOT M-1 AND TRACT 18-1-A BY LUCIEN C. GASSEN, PLS, DATED NOVEMBER 19, 2013
  8. BAILEY PROPERTY SUBDIVISION, PLAN SHOWING THE SUBDIVISION OF SUB-TRACTS 1, 2, AND 3, OF THE ONE ARPENT TRACT OBTAINED FROM VICTORINE AVRIL BAILEY INTO THE REMAINDER OF SUB-TRACTS 1, 2, 3 AND LOTS 29A-54A BY BODIN AND WEBB, INC. CONSULTING ENGINEERS, WILLIAM J. BODIN, JR., LAND SURVEYOR, DATED SEPTEMBER 10, 2004
  9. BAILEY PROPERTY SUBDIVISION, RESUBDIVISION OF THE REMAINDER OF SUB-TRACTS 1, 2 AND 3 INTO LOTS 1B, 1AA, AND 5AA-15AA BY BODIN AND WEBB, INC. CONSULTING ENGINEERS, WILLIAM J. BODIN, JR., LAND SURVEYOR, DATED SEPTEMBER 10, 2004
  10. RESUBDIVISION OF TRACT 18-1 AND SONEY WILLET, AS TRACT INTO LOT M-1 AND TRACT 18-1-A BY LUCIEN C. GASSEN, PLS, DATED NOVEMBER 19, 2013
  11. SURVEY PLAN AND RESUBDIVISION OF LOT 32 OF DIXIELAND SUBDIVISION EXTENSION, A PORTION OF THE 1' RESERVED STRIP AND LOT 32A OF THE BAILEY PROPERTY SUBDIVISION INTO A LOT HEREIN DESIGNATED AS LOT 32A-1 OF DIXIELAND SUBDIVISION EXTENSION BY RIVERLANDS SURVIVING COMPANY, STEPHEN P. FLINN, P.L.S., DATED MARCH 28, 2014
  12. DRAINAGE SERVICE, REQUIRED DRAINAGE SERVICES FOR A PORTION OF COULLEE CANAL BY G.E.C., INC., DATED APRIL 21, 2015, REVISED AUGUST 25, 2015
  13. SURVEY PLAN AND RESUBDIVISION OF LOT 37 OF DIXIELAND SUBDIVISION EXTENSION, A PORTION OF THE 1' RESERVED STRIP AND LOT 37A & LOT 38A OF THE BAILEY PROPERTY SUBDIVISION INTO A LOT HEREIN DESIGNATED AS LOT 37A-1 OF DIXIELAND SUBDIVISION EXTENSION BY RIVERLANDS SURVIVING COMPANY, STEPHEN P. FLINN, P.L.S., DATED MAY 31, 2016

The servitudes shown on this survey are limited to those set forth per information furnished by the owner or his agent and there is no representation that all applicable servitudes are shown hereon. No title search or public record search was made in compiling data for this survey.

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

LEGEND  
 ● = FOUND  
 ○ = 1/2" IRON ROD SET  
 IP = IRON PIPE  
 R = IRON ROD  
 --- = FENCE

RESUBDIVISION OF  
 ST. GERMAINE PROPERTY  
 INTO LOTS S-1 & P-1  
 IN SECTION 6, T12S - R7E  
 MONTZ, ST. CHARLES PARISH, LOUISIANA  
 SCALE: 1" = 200'  
 MAY 29, 2019  
 UPDATED AUGUST 7, 2019

CERTIFIED TO DENVER W. PERILLLOUX  
 & LEONIE ST. GERMAIN, JR., ET ALS

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 C survey.

LOUIS J. GASSEN JR., PLS  
 Registration No. 49445  
 (985) 785-0745  
 1026 Gassan Street  
 Luling, Louisiana 70070

LUCIEN C. GASSEN  
 SURVEYING SERVICES



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

14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
Phone (985) 783-5060 • Fax (985) 783-6447  
www.stcharlesparish-la.gov

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

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

Fee: \$40 - \$200

Applicant: OT Properties, LLC  
 Home address: 17968 River Road  
 Mailing address (if different): Same  
 Phone #s: 985-778-0888 Email: chris@trop law firm.com  
 Property owner: OT Properties, LLC  
 Municipal address of property: 17968 River Road, Montz, LA 70068  
 Lot, block, subdivision: Lot 3676  
 Change of zoning district from: OL to: R1-A  
 Future Land Use designation of the property: low - moderate 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: Development of a residential subdivision.

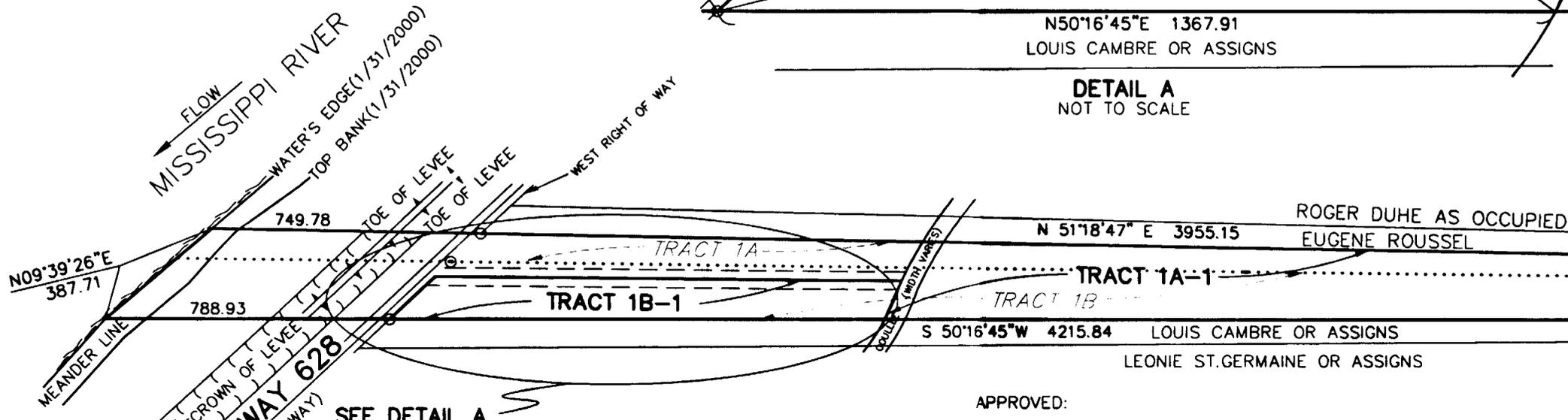
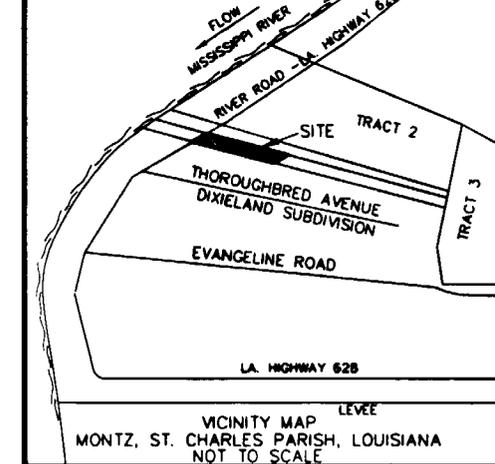
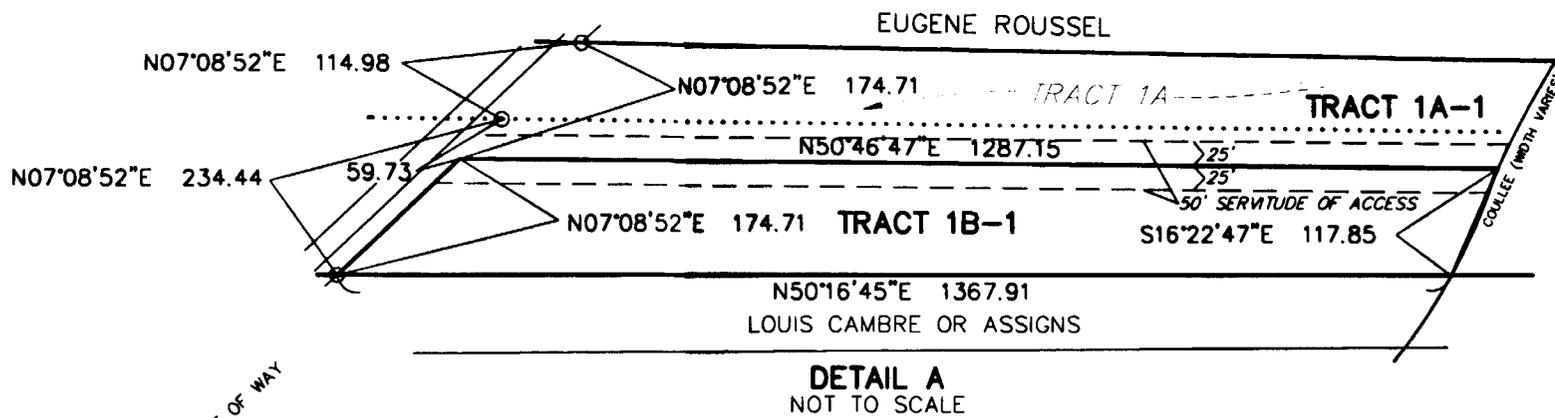
What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?  
Residential. Proposed use is the same as adjacent properties.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?  
Property is surrounded by residential neighborhoods.

How does your proposed use of the property comply with the Future Land Use designation for the property?  
Future land use is designated as low to moderate residential.

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.  
The new zoning district is compatible because the subject property is surrounded by residential development.

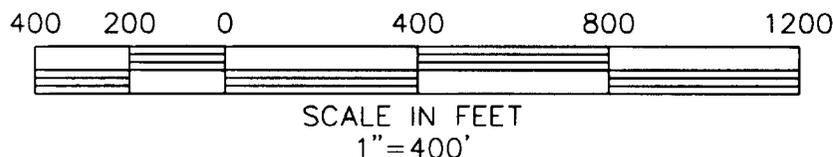
- TRACT 1A-1 AREA INCLUDES 873,820 SQUARE FT. 20.06 ACRES
- TRACT 1B-1 AREA INCLUDES 151,592 SQUARE FT. 3.48 ACRES



DEVELOPER:  
BOB OURBE  
NORCO REFINING  
15536 RIVER ROAD  
P.O. BOX 10  
NORCO, LA. 70079

**LEGEND**

- 3/4" IRON PIPE FOUND
- OLD GRATE BAR FOUND



RECORDED IN THE CLERK OF COURT'S OFFICE  
ST. CHARLES PARISH ON THE 27 DAY OF  
Aug 2001, IN BOOK 591  
FOLIO 390, ENTRY #25743  
Wm Waters Adm. Assistant  
SIGNATURE TITLE

APPROVED:

Albert A. Leger 8/23/2001  
PARISH PRESIDENT DATE

[Signature] 08/22/2001  
DIRECTOR, DEPT. OF PLANNING AND ZONING DATE

THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, INCLUDING PRIOR TO EXCAVATION AND DIGGING.

LOUISIANA ONE CALL 1-800-272-3020

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF TRACTS 1A & 1B, MILLET PLACE PROPERTY, INTO TRACTS HEREIN DESIGNATED AS TRACT 1B-1 & TRACT 1A-1 MILLET PLACE PROPERTY, SITUATED IN SECTION 6, T-12-S, R-7-E, MONTZ, ST. CHARLES PARISH, LOUISIANA.

**DATE:** AUGUST 15, 2001

**SURVEY REFERENCE:** SURVEY OLAT OF TRACTS 1A & 1B, MILLET PLACE PROPERTY BY S.P. FLYNN, P.L.S., DATED 6/11/2001.

**BASIS OF BEARING:** WEST RIGHT OF WAY LINE OF LA. HIGHWAY 628 TAKEN FROM REFERENCED SURVEY PLAT.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0050B DATED 6/16/1992.

**SURVEYOR'S NOTES:**

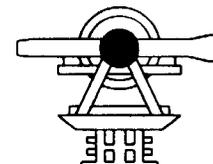
- I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46:LXI, CHAPTER 25 FOR A CLASS "C" SURVEY.
- NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- NO UNDERGROUND LINES OR CONDUITS SHOWN.
- ADJOINING PROPERTY OWNERS PROVIDED BY THE PARISH TAX ASSESSOR'S OFFICE.
- MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.
- NO IMPROVEMENTS SHOWN.

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

DRAWN BY: D.P.L.

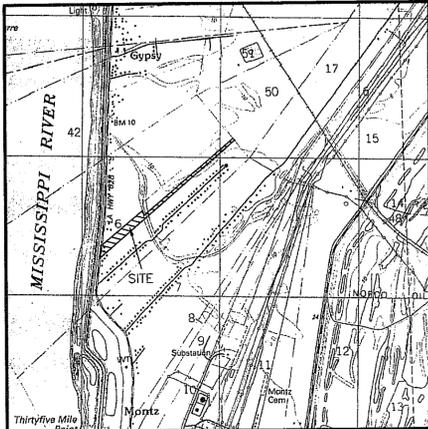
DRAWING NO. M4802

**RIVERLANDS SURVEYING COMPANY**

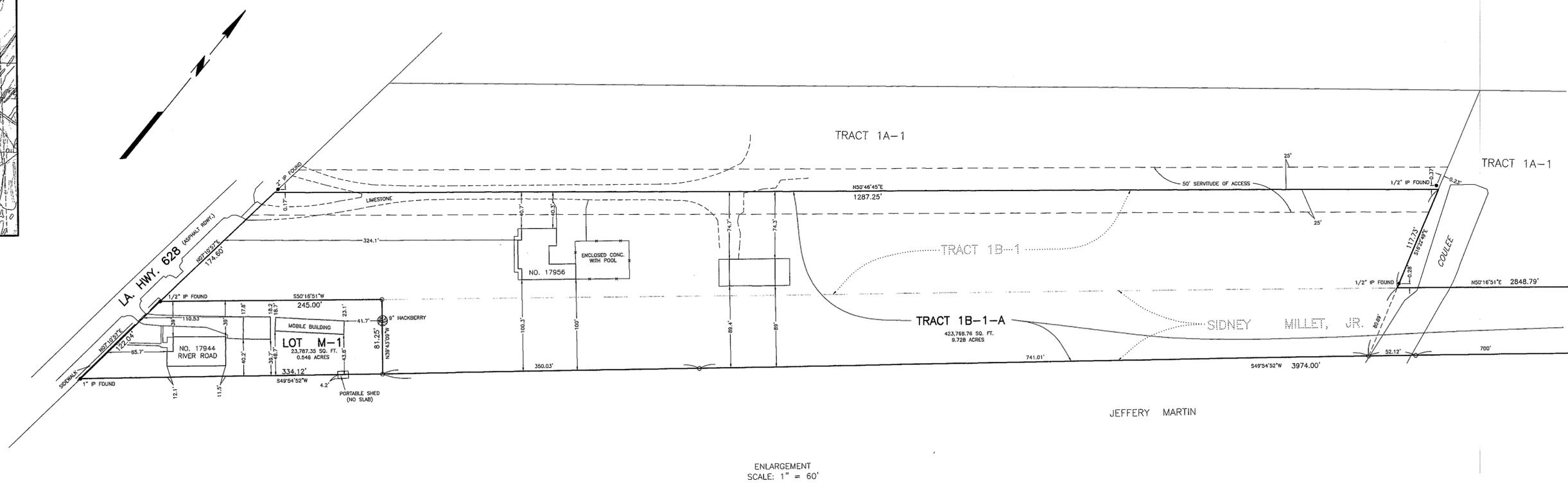


167 HOLLY DRIVE  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

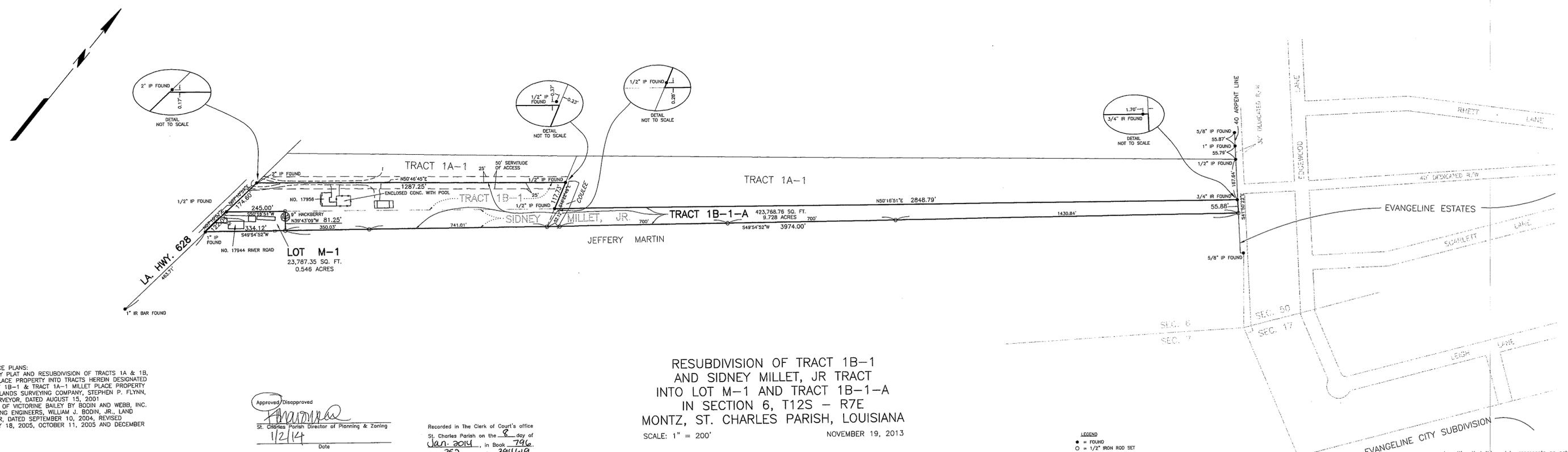
[Signature]  
STEPHEN P. FEYNE  
P.L.S. LA. ST. REG. NO. 4668



VICINITY MAP  
SCALE: 1" = 2000'



ENLARGEMENT  
SCALE: 1" = 60'



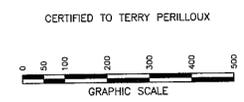
RESUBDIVISION OF TRACT 1B-1  
AND SIDNEY MILLET, JR TRACT  
INTO LOT M-1 AND TRACT 1B-1-A  
IN SECTION 6, T12S - R7E  
MONTZ, ST. CHARLES PARISH, LOUISIANA  
SCALE: 1" = 200' NOVEMBER 19, 2013

REFERENCE PLANS:  
1. SURVEY PLAT AND RESUBDIVISION OF TRACTS 1A & 1B, MILLET PLACE PROPERTY INTO TRACTS HEREIN DESIGNATED AS TRACT 1B-1 & TRACT 1A-1 MILLET PLACE PROPERTY BY RIVERLANDS SURVEYING COMPANY, STEPHEN P. FLYNN, LAND SURVEYOR, DATED AUGUST 15, 2001  
2. HEIRS OF VICTORINE BAILEY BY BODIN AND WEBB, INC. CONSULTING ENGINEERS, WILLIAM J. BODIN, JR., LAND SURVEYOR, DATED SEPTEMBER 10, 2004, REVISED FEBRUARY 18, 2005, OCTOBER 11, 2005 AND DECEMBER 8, 2005

Approved/Disapproved  
*[Signature]*  
St. Charles Parish Director of Planning & Zoning  
Date: 1/21/14

Approved/Disapproved  
*[Signature]*  
St. Charles Parish President  
Date: 1/21/14

Recorded in the Clerk of Court's office  
St. Charles Parish on the 8 day of  
Jan. 2014, in Book 796  
Folio 352, Entry # 394619



LEGEND  
● = FOUND  
○ = 1/2" IRON ROD SET  
IP = IRON PIPE  
IR = IRON ROD  
— = FENCE  
BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011) ESTABLISHED BY USING LOUISIANA STATE UNIVERSITY'S CAG REAL TIME NETWORK.

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

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

*[Signature]*  
LUCIEN C. GASSEN, PLS  
Registration No. 353  
(985) 785-0745  
1028 Gassen Street  
Luling, Louisiana 70070

The servitudes shown on this survey are limited to those set forth per reference plats and there is no representation that all applicable servitudes are shown hereon. No title search or public record search was made in compiling data 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.



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

14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
Phone (985) 783-5060 • Fax (985) 783-6447  
www.stcharlesparish-la.gov

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

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

Fee: \$40 - \$200

Applicant: Robert Dubre  
 Home address: 23046 Mixon Rd Amite La 70422  
 Mailing address (if different): \_\_\_\_\_  
 Phone #s: 501-559-5099 Email: rroubre@gmail.net  
 Property owner: Robert Dubre  
 Municipal address of property: # 17962 River Rd Montz La 70068  
 Lot, block, subdivision: Lot 1A-1  
 Change of zoning district from: OL to: RTA  
 Future Land Use designation of the property: Low to Moderate 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: Development of residential subdivision.

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

Residential. Proposed use is the same as adjacent properties.

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

Property is surrounded by residential neighborhoods.

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

Future land use is designated as low to moderate residential.

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.

The new zoning district is compatible because the subject property is surrounded by residential development.

# SURVEY OF LOTS 3605A, ROUSSEL TRACT, TRACT 1A-1, TRACT 1B-1-A, AND LOT P-1, SECTION 6, T12S-R7E, MONTZ, ST. CHARLES PARISH, LA

TOPOGRAPHIC SURVEY  
PREPARED FOR WAYNE  
WADDELL

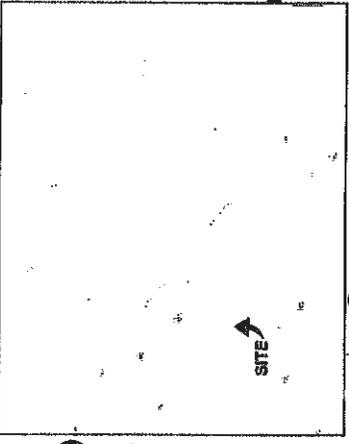
**KLS Group Inc.**  
SURVEYING • CONSTRUCTION LAYOUT  
4408 YALE ST. SUITE C & D, METairie, LA, 70006  
P: 504-885-0991 INFO@KLSGROUPINC.COM  
Central Well



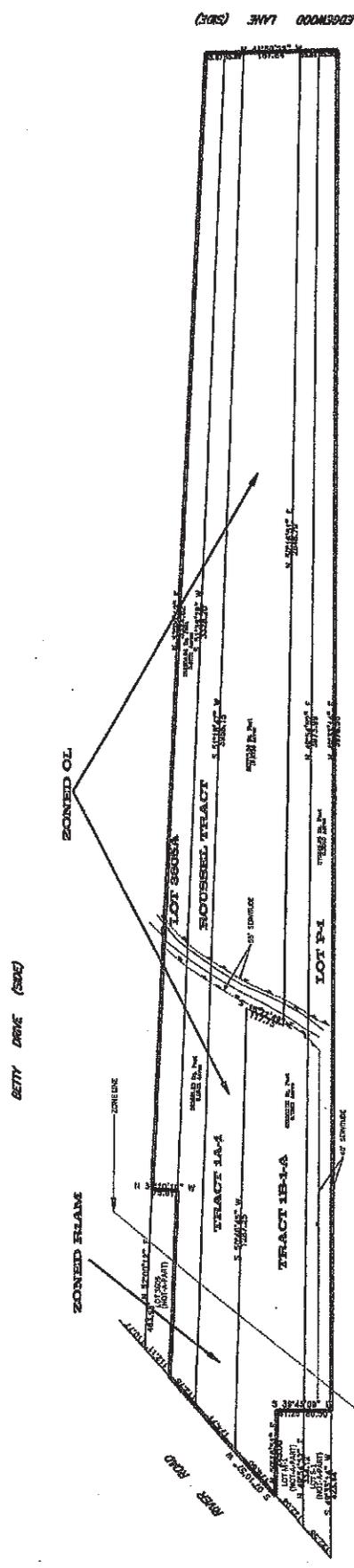
SURVEY OF LOTS 3605A,  
ROUSSEL TRACT, TRACT 1A-1,  
TRACT 1B-1-A, AND LOT P-1,  
SECTION 6, T12S-R7E, MONTZ,  
ST. CHARLES PARISH, LA



Surveyor's Seal  
Sheet No. **1** of **1**  
KLS Job No. 122443  
P/N: NPS Drafter: JMK



VICINITY MAP  
NOT TO SCALE



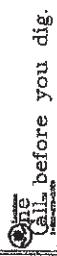
THIS CONSTRUCTION  
IS SUBJECT TO THE  
48,000 ACRES

THE LOCATIONS OF UNDERGROUND AND OTHER UNKNOWN UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA OBTAINED FROM THE ARCHIVED CONTROLLING SURVEY DATA AND/OR FROM SURVEY DATA AND/OR FROM THE SURVEYOR'S OWN FIELD INVESTIGATION. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER UTILITIES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER UTILITIES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER UTILITIES.

ALL ANGLES ARE OF UNLESS OTHERWISE NOTED. THIS PLAT MAY NOT BE TO SCALE. THE BOUNDARIES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SHOWN ON THE SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER UTILITIES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEY AREA AND HAS FOUND NO EVIDENCE OF ANY OTHER UTILITIES.

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HISTORY	
DT	COMMENT
	FIELD WORK COMPLETED
	DRAFTING COMPLETED





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

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

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

Fee: \$40 - \$200

Applicant: Terry & Dana Perilloux

Home address: 17956 River Road

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

Phone #: 985-817-9482 Email: tperilloux@rcloud.com

Property owner: Terry & Dana Perilloux

Municipal address of property: 17956 River Road

Lot, block, subdivision: Lot 1B1A

Change of zoning district from: OL to: R1-A

Future Land Use designation of the property: Low to Moderate 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: Development of residential subdivision.

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

Residential. Proposed use is the same as adjacent properties.

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

Property surrounded by residential neighborhoods.

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

Future land use is designated as low to moderate residential.

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.

The new zoning district is compatible because the subject property is surrounded by residential development.



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

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

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

Fee: \$40 - \$200

Applicant: Three 4 Three, LLC  
 Home address: 331 Girod St.  
 Mailing address (if different): Same  
 Phone #: 985-778-0888 Email: chris@trep law firm.com  
 Property owner: Three 4 Three, LLC  
 Municipal address of property: 17978 River Road, Montz, LA 70068  
 Lot, block, subdivision: Lot 3605A  
 Change of zoning district from: OL to: R1-A  
 Future Land Use designation of the property: low-moderate 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: Development of a residential subdivision.

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

Residential. Proposed use is the same as adjacent properties.

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

Property is surrounded by residential neighborhoods.

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

Future land use is designated as low to moderate residential.

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.

The new zoning district is compatible because the subject property is surrounded by residential development.



# St. Charles Parish

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

## Legislation Details

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**File #:** 2024-0085    **Version:** 1    **Name:** Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement between Adams and Reese, LLP, and St. Charles Parish for governmental affairs representation.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0085 Adams & Reese Agreement](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	

## AGREEMENT

THIS AGREEMENT is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between ST. CHARLES PARISH, a government entity of the State of Louisiana, acting herein by and through its President, Matthew Jewell, who is duly authorized to act on behalf of said Parish, (hereinafter called St. Charles Parish) and Adams and Reese, LLP, a corporation acting herein by and through its duly authorized representative (hereinafter called Consultant).

Whereas, in consideration of the mutual promises and covenants set forth herein, St. Charles Parish and Consultant agree to the following terms and conditions:

1. Duties and Responsibilities of Consultant:
  - a. St. Charles Parish does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles Parish all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows:
    - i. Advise and consult on behalf of St. Charles Parish with the Executive and Legislative branches of the State of Louisiana and Federal Governments, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish;
    - ii. Obtain and furnish to St. Charles Parish such information as may be available on State and Federal programs and regulatory matters in which the Parish indicated an interest;
    - iii. Review, evaluate and advise the Parish of State and Federal government, executive, legislative and administrative proposals, rules, and regulations in which St. Charles Parish expresses an interest;

- iv. Review, evaluate and advise St. Charles Parish on proposals which are prepared for submission to State and Federal agencies, when requested;
  - v. Act as liaison with the Louisiana State Legislature and Louisiana Federal Congressional Delegation and keep it informed of the interest and position of St. Charles Parish on pending legislation;
  - vi. Assist St. Charles Parish regarding appearances by Parish officials before Congressional committees and administrative agencies and arrange appointments upon request;
  - vii. Appear and represent St. Charles Parish before State and Federal Congressional committees upon request;
  - viii. Initiate contact with State and Federal agencies to promote the interests of St. Charles Parish when Parish proposals are under consideration by such State and Federal agencies to obtain the most favorable consideration;
  - ix. Advise, consult, and assist with representatives of the private section who are engaging in, or endeavoring to engage in State and Federally assisted economic development when requested by St. Charles Parish;
    - x. Appear before the Parish President and/or Council whenever requested to do so by the Parish President and/or Council for the purpose of providing information and answering questions regarding matters covered by this agreement.
- b. In providing the services described herein, Consultant shall be available to St. Charles Parish at times mutually agreeable to both parties during the period this Agreement is in effect.

11. Terms and Agreement:

- a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning March 8, 2024, and can be extended by agreement of the parties for two additional one (1) year terms (twenty-four months) The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- b. This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles Parish over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects", the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles Parish to Consultant. Consultant shall not be compensated for any "special other services or projects" unless said services and payment are specifically agreed upon and approved in writing by St. Charles Parish prior to beginning the "special other services or projects".
- c. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

III. Compensation:

- a. Beginning March 8, 2024, St. Charles Parish agrees to pay Consultant a fee of One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00) per annum (paid at a rate of \$ 14, 166.66 per month) for the period this contract is in effect to carry out the terms and conditions of this Agreement for the services

referenced herein. The fee shall be paid per month enumerated on the request for payment form approved by St. Charles Parish.

- b. Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles Parish.
- c. Payment to the Consultant shall be by check to Consultant (tax identification number 72-0424362). Such payment shall discharge St. Charles Parish of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality:

- a. Consultant acknowledges that in the course of performing assignments for St. Charles Parish, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles Parish. Any confidential information acquired by the Consultant shall not be disclosed by it to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of this Agreement. Consultant shall have no obligation to keep confidential information that (a) was known to Consultant, as evidenced by its written records, prior to receipt of authoritative disclosures; or that (b) hereinafter becomes generally known to the public through no fault of Consultant.

- V. Consultant maintains professional liability insurance with appropriate coverage limits and agrees to provide a declaration page showing these limits upon request. Adams and Reese agrees to indemnify St. Charles Parish only for those actual damages resulting from a breach of its professional responsibility to St. Charles Parish that are covered by its professional liability insurance. Nothing in this

paragraph shall be interpreted to extend the applicable statute of limitation or repose for filing a professional liability claim arising from this engagement and it is agreed that the time period for St. Charles Parish filing any such claim is the same as would apply under the law if this agreement had not been reached.

VI. Insurance:

- a. Consultant shall secure and maintain at its expense professional liability insurance in at least the sum of \$1,000,000.00.
- b. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.

VII. 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.

VIII. Other:

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

This Agreement shall be effective on March 8, 2024 and shall terminate on March 8, 2026, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

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:

\_\_\_\_\_

\_\_\_\_\_

ADAMS AND REESE, LLP  
CONSULTANT

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

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



# St. Charles Parish

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

## Legislation Details

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**File #:** 2024-0090    **Version:** 1    **Name:** Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0090 DOC02\\_05\\_24](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	

**SECTION 00806**

**CHANGE ORDER**

No. One (1)

DATE OF ISSUANCE 1/10/2024

EFFECTIVE DATE \_\_\_\_\_

OWNER St. Charles Parish

CONTRACTOR Command Construction Industries, LLC.

Contract: \_\_\_\_\_

Project: Barber Road Bank Stabilization

OWNER's Contract No. P210702

ENGINEER's Contract No. 365-021-001

ENGINEER Richard C. Lambert Consultants, LLC

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

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

1. Delete the Following Work Items:

a. Contract Item #**S-011: HEADWALL WITH WINGWALLS**

Delete in its entirety. 1 Ea @ \$30,000.00 per Each, (-\$30,000.00). See attached cost breakdown for details on page four (4).

Total of Deducted Items = **(-\$30,000.00)**

2. Add the Following Work Items:

a. New Contract Item #**WCD3-001: REMOVE AND REPLACE EXISTING CONCRETE DRIVES**

Addition of 54.0 SY @ \$116.24 per Square Yard, +\$ 6,276.96. See attached cost breakdown for details on page four (4).

b. New Contract Item #**WCD6-001: CONFLICT BOX**

Addition of 1 Ea @ \$10,724.53 per Each, +\$ 10,724.53. See attached cost breakdown for details on page four (4).

c. New Contract Item #**COR7-001: ADJUST DRAIN INLETS (Over 6")**

Addition of 1 Ea @ 3,667.20 per Each, +\$ 3,667.20. See attached cost breakdown for details on page four (4).

Total of Added Work Items = **(+\$20,668.69)**

3. Revise the Following Work Item Quantities:

a. Increase Contract Item #**701-03-01022: 18" STORM DRAINPIPE (CPPPDW)**

Addition of 85 LF @ \$250.00 per Linear Foot, +\$ 21,250.00. See attached cost breakdown for details on page four (4) and WCD#3 & #5.

b. Increase Contract Item #**701-03-01042: 24" STORM DRAINPIPE (CPPPDW)**

Addition of 99 LF @ \$350.00 per Linear Foot, +\$ 34,650.00. See attached cost breakdown for details on page four (4) and WCD #4 & #6.

c. Increase Contract Item #**711-01-00300: RIP RAP (30 LB, 14" THICK)**

Addition of 33.33 SY @ \$100.00 per Square Yard, +\$ 3,333.00. See attached cost breakdown for details on page four (4) and WCD #2, #3, & #5.

d. Increase Contract Item #**TS-741-10009: 8" WATER LINE OFFSET**

Addition of 2 Ea @ \$10,00.00 per Each, +\$ 20,000.00. See attached cost breakdown for details on page four (4) and WCD #1.

e. Increase Contract Item #**S-004: DRAINAGE STABILIZATION WALERS**

Addition of 2 Ea @ \$1000.00 per Each, +\$ 2,000.00. See attached cost breakdown for details on page four (4) and WCD #2, & #3.

f. Increase Contract Item # **NS-203-00006: EXPLORATORY EXCAVATION**

Addition of 34.36 CY @ \$300.00 per Cubic Yard, +\$10,308.00. See attached cost

breakdown for details on page four (4) and WCD #7.

- g. Decrease Contract Item #701-03-01062: 30" STORM DRAINPIPE (CPPPDW)  
Reduction of 39 LF @ \$450.00 per Linear Foot, (-\$17,550.00). See attached cost breakdown on page four (4) for details and WCD#2, #4, #6 including overruns.

Total of Change in Work Items Quantity = (+\$73,991.00)

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

1. Deleted Work Items

- a. In reference to RFI 009, the existing 60" CMP pipe at Sta. 110+25 is deteriorating along the bottom half of the pipe preventing a proper tie in at the proposed wing wall. SCP determined that excluding the wing wall from the current project scope and addressing it in a future drainage project when it can be completely replaced is the optimal solution.

2. Add Work Items

- a. In reference to RFI 11, during a field investigation of an existing pipe outfall at Sta. 121+00, Command discovered a 15" CMP crossing beneath Barber Rd. and tying into a buried drain inlet in a resident driveway. The contractor was directed to replace the existing 15" CMP with 18" Storm Drainpipe (CPPPDW) and adjust the top of existing box to the driveway elevation with closed top frame and cover.

➤ New Contract Item #WCD3-001: REMOVE AND REPLACE EXISTING CONCRETE DRIVES

- b. In reference to RFI #5 & COR #4, during excavation of the existing 24" PVC drain line, Command discovered multiple utility conflicts with the proposed 30" drain line. The contractor was directed to replace the existing D.I. with a conflict box (Brick or CIP) using bituminous coated corrugated steel split casing around the existing sewer house connection and tie in existing 15" RCP drainage to new conflict box. Split casing to be 8" min (up sized from existing 6" sewer line). In addition, replace the existing 24" PVC drain line with 24" STORM DRAINPIPE (CPPPDW) in lieu of the proposed 30" Pipe to avoid existing SFM and gas line utility conflicts.

➤ New Contract Item #WCD6-001: CONFLICT BOX

- c. In reference to COR#7, D.I. #4 was utilized to minimize the additional costs to install a D.I. at the discovered cross drain at Sta. 116+50. However, due to the depth of the existing cross drain the box needs to be bricked up over 6" to bring the top of casting to grade.

➤ New Contract Item #COR7-001: ADJUST DRAIN INLETS (Over 6")

3. Revise Work Item Quantities

- a. \$83,342.49 = Total of Work Change Directives #1 - #7.  
b. \$3,667.20 = Total Change Order Request #7.  
c. \$7,560.00 = Total overruns for item 701-03-01062 - 30" STORM DRAIN PIPE ( CPPPDW) 17 LF.  
d. (\$30,000.00) = Total reduction of cost for eliminating S-011 - HEADWALL WITH WINGWALLS.  
e. \$64,659.69 = Sum of the above.

\*See attached breakdown of contract items on page 4.

**Attachments:** (List documents supporting change)

1. Page 4 – Change Order breakdown spreadsheet.
2. Pages 5 - 40 – Work Change Directives #1 - #7
3. Pages 41 - 43 – Change Order Request #7

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 2,880,543.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ 0
Contract Price prior to this Change Order: \$ 2,880,543.00
Net increase (decrease) of this Change Order: \$ +64,659.69
Contract Price with all approved Change Orders: \$ 2,945,202.69

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 150 Calendar days Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Calendar days Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 7 Calendar days Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: 157 Calendar days Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: *Keith Ledet*  
ENGINEER (Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

ACCEPTED:

By: *[Signature]*  
CONTRACTOR (Authorized Signature)

Date: 01/30/2024

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

Date: 1/30/2024

**SECTION 00806  
CHANGE ORDER**

**CHANGE ORDER**

PROJ. NO. P210702
NAME BARBER ROAD BANK STABILIZATION

Change Order No. One(1)

Date Initiated: January 22, 2024

Page 1 of 1

Engineer's description, explanation, & estimated cost of proposed revision:

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

WCD #1: Sta. 118+08  
 Increase Item TS-741-10009 - 8" WATER LINE OFFSET - 2 Each  
 COR #7 & WCD #2:(RFI12) Sta. 116+50  
 Increase Item 701-03-01062 - 30" STORM DRAIN PIPE ( CPPPDW ) - 43 LF  
 Increase Item 711-01-00300 - RIP RAP (30 LB, 14" THICK) - 11.11 SY (10' x 10')  
 Increase Item S-004 - DRAINAGE STABILIZATION WALERS - 1 Each  
 Add Item COR7-001 - ADJUST DRAIN INLETS (OVER 6") 1 Each  
 COR#5 & WCD #3:(RFI 11) Sta. 121+00  
 Increase Item 701-03-01022 - 18" STORM DRAIN PIPE (CPPPDW ) - 35 LF  
 Increase Item 711-01-00300 - RIP RAP (30 LB, 14" THICK) - 11.11 SY (10' x 10')  
 Increase Item S-004 - DRAINAGE STABILIZATION WALERS - 1 Each  
 Add Item WCD3-001 - REMOVE AND REPLACE EXISTING CONCRETE DRIVES - 54 SY  
 OVERRUNS - Increase 701-03-01062 - 30" STORM DRAIN PIPE ( CPPPDW ) 17 LF

WCD #4:(RFI 10 ) Sta. 121+26  
 Increase Item 701-03-01042 - 24" STORM DRAIN PIPE (CPPPDW ) - 35 LF  
 Decrease Item 701-03-01062 - 30" STORM DRAIN PIPE ( CPPPDW ) - (35LF)  
 WCD #5: Sta. 132+42 & 115+79  
 Increase Item 701-03-01022 - 18" STORM DRAIN PIPE (CPPPDW ) - 50 LF ( 40 LF for Sta. 132+42 & 10 LF for Sta. 115+79)  
 Increase Item 711-01-00300 - RIP RAP (30 LB, 14" THICK) - 11.11 SY  
 COR#4 & WCD #6: Sta. 113+40  
 Add Item WCD6-001 - CONFLICT BOX - 1 Each  
 Increase Item 701-03-01042 - 24" STORM DRAIN PIPE (CPPPDW ) - 64 LF  
 Decrease Item 701-03-01062 - 30" STORM DRAIN PIPE ( CPPPDW ) - (64 LF)  
 WCD #7: Sta. 116+50 & 121+00  
 NS-203-00006 EXPLORATORY EXCAVATION - 34.36 CY

There is requested increase in contract time of Seven (7) days due to the cost of the above changes.

The preceding will necessitate the following changes in quantities (if space is not sufficient, use extra forms):

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (CO #1)		ORIGINAL		ADDITIONAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT
201-01-00100	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
202-01-00100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
203-05-00100	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
204-02-00100	TEMPORARY HAY OR STRAW BALES	EACH	\$ 10.00	75.0	\$750.00	75.0	\$750.00		\$0.00
204-06-00100	TEMPORARY SILT FENCING	LIN. FT.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00		\$0.00
502-01-00100	ASPHALT CONCRETE	TON	\$ 280.00	1,699.0	\$475,720.00	1,699.0	\$475,720.00		\$0.00
509-01-00100	MILUNG ASPHALT PAVEMENT (1"THICK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00		\$0.00
701-03-01022	18" STORM DRAIN PIPE (CPPPDW )	LIN. FT.	\$ 250.00	149.0	\$37,250.00	64.0	\$16,000.00	85.00	\$21,250.00
701-03-01042	24" STORM DRAIN PIPE (CPPPDW )	LIN. FT.	\$ 350.00	242.0	\$84,700.00	143.0	\$50,050.00	99.00	\$34,650.00
701-03-01062	30" STORM DRAIN PIPE ( CPPPDW )	LIN. FT.	\$ 450.00	153.0	\$68,850.00	192.0	\$86,400.00	-39.00	-\$17,550.00
701-03-01102	48" STORM DRAIN PIPE (CPPPDW )	LIN. FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00		\$0.00
701-12-01060	24" BCCSP (EXTENSION)	LIN. FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00		\$0.00
702-03-00200	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00		\$0.00
702-03-00100	24"x24" DRAIN INLET	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00		\$0.00
702-04-00100	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00		\$0.00
702-04-00200	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00
711-01-00300	RIP RAP (30 LB, 14" THICK)	SQ. YD.	\$ 100.00	354.3	\$35,433.00	321.0	\$32,100.00	33.33	\$3,333.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
727-01-00100	MOBILIZATION /DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00		\$0.00
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00		\$0.00
739-01-00100	HYDRO-SEEDING	ACRE	\$ 3,500.00	2.2	\$7,553.00	2.2	\$7,553.00		\$0.00
740-01-00100	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
741-11-00100	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00
741-23-01100	INSERTION VALVE (8")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00		\$0.00
75-741-10009	8" WATER LINE OFFSET	EACH	\$ 10,000.00	3.0	\$30,000.00	1.0	\$10,000.00	2.00	\$20,000.00
NS-203-00006	EXPLORATORY EXCAVATION	CU. YD.	\$ 300.00	74.4	\$22,308.00	40.0	\$12,000.00	34.36	\$10,308.00
S-001	FIBER REINFORCED POLYMER (FRP) SHEET PILE	SQ. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00		\$0.00
S-002	PRE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00		\$0.00
S-003	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00
S-004	DRAINAGE STABILIZATION WALERS	EACH	\$ 1,000.00	12.0	\$12,000.00	10.0	\$10,000.00	2.00	\$2,000.00
S-005	FRP COMPOSITE WALER	LIN. FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00		\$0.00
S-006	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00		\$0.00
S-007	REBUILD SANITARY SEWER CONFLICT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00
S-008	RELOCATION OF INFRASTRUCTURE	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
S-009	WATERLINE CROSSING (8" DUCTILE IRON)	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
S-010	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00		\$0.00
S-011	HEADWALL WITH WINGWALLS	EACH	\$ 30,000.00	0.0	\$0.00	1.0	\$30,000.00	-1.00	-\$30,000.00
S-001-SM	FIBER REINFORCED POLYMER (FRP) SHEET PILE - JET FILTER (STORED	SQ. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46		\$0.00
25-001-SM	FIBER REINFORCED POLYMER (FRP) SHEET PILE - SHEET PILE (STORED	SQ. FT.	\$ 18.75	27,702.0	\$519,412.50	27,702.0	\$519,412.50		\$0.00
WCD3-001	REMOVE AND REPLACE EXISTING CONCRETE DRIVES	SQ.YD	\$ 116.24	54.0	\$6,276.96	0.0	\$0.00	54.00	\$6,276.96
WCD6-001	CONFLICT BOX	EACH	\$ 10,724.53	1.0	\$10,724.53	0.0	\$0.00	1.00	\$10,724.53
COR7-001	ADJUST DRAIN INLETS (OVER 6")	EACH	\$ 3,667.20	1.0	\$3,667.20	0.0	\$0.00	1.00	\$3,667.20
					<b>Stored Material</b>	<b>\$553,485.96</b>		<b>\$553,485.96</b>	
Additional contract days requested: <b>Seven (7)</b>		<b>Amount of over run and under run</b>	<b>\$64,659.69</b>	<b>TOTAL</b>	<b>\$2,945,202.69</b>	<b>TOTAL</b>	<b>\$2,880,543.00</b>	<b>Deducted Additional</b>	<b>-\$47,550.00 \$112,209.69</b>

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. One (1)

DATE OF ISSUANCE 12/18/2023 EFFECTIVE DATE 12/18/2023

Owner: St. Charles Parish  
Contractor: Command Construction Industries, LLC.  
Contract: \_\_\_\_\_  
Project: Barber Road Bank Stallization  
Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001  
ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

**Description:** Enter description of changes for Contractor.  
In reference to RFI 05, at Sta. 118+08, Command has been authorized to perform a SFM offset on the known SFM conflict and a second offset on the second SFM beneath the roadway, if confirmed to be in conflict. Please confirm second offset with SCP and RCLC as soon as exposed. SFM offsets to be paid under item TS-741-10009 - 8" WATER LINE OFFSET item for 6", 8", or 12" SFM offsets.

**Attachments:** (List documents supporting change) List of supporting documents.  
Pages 2-5 - RFI 05

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *(check one)*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 20,000 (increase) [increase] [decrease]  
Contract Time One (1) days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Director Public Works</u>	Title: <u>MEMBER</u>
Date: <u>12/19/23</u>	Date: <u>12/19/2023</u>	Date: <u>12-19-23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**WORK CHANGE DIRECTIVE**

**WORK CHANGE DIRECTIVE**

PROJ. NO. P210702
NAME BARBER ROAD BANK STABILIZATION

WCD No. One(1)

Date Initiated: December 18, 2023

Engineer's description, explanation, & estimated cost of proposed revision.

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

Adjustment to Contract Total:  
TS-743-10009 - 8" WATER LINE OFFSET - 2 Ea

There is requested increase in contract time of One (1) day due to the cost of the above changes.

The preceding will necessitate the following changes in quantities (if space is not sufficient, use extra forms)

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL		ADDITIONAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT
201-01-00200	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
202-01-00200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
203-00-00200	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
205-02-00200	TEMPORARY HAY OR STRAW BALES	EACH	\$ 10.00	75.0	\$750.00	75.0	\$750.00		\$0.00
206-06-00200	TEMPORARY SILT FENCING	LIN. FT.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00		\$0.00
207-01-00200	ASPHALT CONCRETE	TON	\$ 280.00	1,699.0	\$475,720.00	1,699.0	\$475,720.00		\$0.00
208-01-00200	MILLING ASPHALT PAVEMENT (1"THICK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00		\$0.00
701-03-01000	18" STORM DRAIN PIPE (CPPFDW)	LIN. FT.	\$ 250.00	64.0	\$16,000.00	64.0	\$16,000.00		\$0.00
701-03-01000	24" STORM DRAIN PIPE (CPPFDW)	LIN. FT.	\$ 350.00	143.0	\$50,050.00	143.0	\$50,050.00		\$0.00
701-03-01000	30" STORM DRAIN PIPE (CPPFDW)	LIN. FT.	\$ 450.00	192.0	\$86,400.00	192.0	\$86,400.00		\$0.00
701-03-01000	48" STORM DRAIN PIPE (CPPFDW)	LIN. FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00		\$0.00
701-13-01000	24" RCCSP (EXTENSION)	LIN. FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00		\$0.00
702-02-00200	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00		\$0.00
702-03-00100	24"X24" DRAIN INLET	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00		\$0.00
702-06-00200	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00		\$0.00
702-06-00200	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00
713-01-00300	RIP RAP (30 LB, 14" THICK)	SQ. YD.	\$ 100.00	321.0	\$32,100.00	321.0	\$32,100.00		\$0.00
713-01-00300	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
717-01-00200	MOBILIZATION /DEMOLIBZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00		\$0.00
721-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00		\$0.00
729-01-00300	HYDRO-SEEDING	ACRE	\$ 3,500.00	2.2	\$7,553.00	2.2	\$7,553.00		\$0.00
768-01-00100	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
743-12-00200	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00
741-23-01100	INSERTION VALVE (8")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00		\$0.00
13-743-10009	8" WATER LINE OFFSET	EACH	\$ 10,000.00	3.0	\$30,000.00	1.0	\$10,000.00	2.00	\$20,000.00
85-100-00006	EXPLORATORY EXCAVATION	CU. YD.	\$ 300.00	40.0	\$12,000.00	40.0	\$12,000.00		\$0.00
9-001	FIBER REINFORCED POLYMER (FRP) SHEET PILE	SQ. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00		\$0.00
9-002	PRE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00		\$0.00
9-003	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00
9-004	DRAINAGE STABILIZATION WALES	EACH	\$ 1,000.00	10.0	\$10,000.00	10.0	\$10,000.00		\$0.00
9-005	FRP COMPOSITE WALER	LIN. FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00		\$0.00
9-006	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00		\$0.00
9-007	REBUILD SANITARY SEWER CONDUIT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00
9-008	RELOCATION OF INFRASTRUCTURE	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
9-009	WATERLINE CROSSING (8" DUCTILE IRON)	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00
9-010	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00		\$0.00
9-011	HEADWALL WITH WINGWALLS	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00		\$0.00
9-021-004	FIBER REINFORCED POLYMER (FRP) SHEET PILE --JET FILTER (STORED)	SQ. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46		\$0.00
				Stored Material	\$34,073.46		\$34,073.46		
Additional contract days requested: One (1)			Amount of over run and under run	\$20,000.00	TOTAL	\$2,900,543.00	TOTAL	\$2,880,543.00	Check \$20,000.00

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**REQUEST FOR INFORMATION**

<b>State Project No.:</b> P210702	<b>RFI Number:</b> 5
<b>Project Name:</b> Barber Road Bank Stabilization	<b>Date Received:</b> 10/11/2023
<b>Project Manager:</b> Arthur Ledet	<b>Date Required:</b> 10/12/2023
<b>Project Engineer:</b> Frank Zemmer	<b>Forwarded To:</b>
<b>Contractor:</b> Command Construction, LLC	<b>Date Responded:</b> 10/11/2023
<b>Specification No.:</b>	<b>Page No.:</b>
check one: <input checked="" type="checkbox"/> RFI	<input type="checkbox"/> Design Modification
check one: <input type="checkbox"/> Standard Specification	<input type="checkbox"/> Supplemental Specification
	<input type="checkbox"/> Proposed VE
	<input type="checkbox"/> Special Provision
<b>Plan Sheet No.:</b> .7 thru 9	<b>Detail:</b>
<b>REQUEST:</b>	
While performing exploratory excavation, Command found numerous conflicts with our new drain line, including the gas and SFM's. Please see the attached redline drawings showing the conflicts from our findings highlighted in yellow.	
<b>PROPOSED SOLUTION (If applicable):</b>	
Engineer to advise Command on a proposed solution.	
<b>By:</b> Bradley Cieslinski	<b>Signature:</b> <i>Bradley Ciestinski</i>
	<b>Date:</b> 10/11/2023
<b>RESPONSE:</b>	
Please provide horizontal locations on plan view for SFM. Station 113+03.37 drainage has been relocated through RFI#2 and should no longer be in conflict. It appears from the redlines on the drawings that the gas lines are above the drainage and not in conflict. Once RCLC has the horizontal SFM information, we can respond in detail to the remaining conflicts mentioned in this RFI.	
<b>By:</b> Angela Eymard, PE	<b>Signature:</b> <i>Angela Eymard</i>
	<b>Date:</b> 10/11/2023
<b>After reviewing the response, does the contractor anticipate:</b>	
That a change order will be required? <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
That there will be an increase in the cost of the project? <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> NO







**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Two (2)

DATE OF ISSUANCE 12/14/2023 EFFECTIVE DATE 12/14/2023

Owner: St. Charles Parish  
Contractor: Command Construction Industries, LLC.  
Contract: \_\_\_\_\_  
Project: Barber Road Bank Stabilization  
Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001  
ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.

In reference to RFI 12, install new Drain Inlet and replace existing 36" CMP with 30" Storm Drain Pipe CPPPDW. Utilize D.I. #4 and adjust top of box to facilitate proper drainage to casting and grate. D.I. adjustment to be paid under Item 702-04-00200 ADJUSTING DRAIN INLETS. 6' x 18' PAVEMENT PATCHING, 10' x 10' RIP RAP and DRAINAGE STABILIZATION WALER to be paid under existing contract items.

Attachments: (List documents supporting change) List of supporting documents.

Pages 2&3 - RFI 12  
Page 4 - 12/12/23 Inspector Photos from exploratory excavations  
Page 5 - Mark-up plan sheet 8 (Sta. 116+50)

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 21,461.00 (Increase) [increase] [decrease]  
Contract Time 1 days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended: \_\_\_\_\_ Limited Authorization By\*: \_\_\_\_\_ Received: \_\_\_\_\_  
By: [Signature] By: [Signature] By: [Signature]  
Engineer (Authorized Signature) Owner's Representative\* Contractor (Authorized Signature)  
Title: Project Engineer Title: Director, Public Works Title: MEMBER  
Date: 12/19/23 Date: 12/19/2023 Date: 12-19-23

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 00805  
WORK CHANGE DIRECTIVE**

**WORK CHANGE DIRECTIVE**

PROJ. NO. P210702
NAME BARBER ROAD BANK STABILIZATION

WCD No. Two(2)

Date Initiated: December 18, 2023

Engineer's description, explanation, & estimated cost of proposed revisions:

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

Adjustment to Contract Total:  
 701-03-01062 - 30" STORM DRAIN PIPE (CPPFDW) - 43 LF  
 711-01-00100 - RIP RAP (30 LB, 1 1/2" THICK) - 11.11 SY (10' x 10')  
 5-004 - DRAINAGE STABILIZATION WALLS - 1 Each

Existing Quantity in Contract:  
 702-03-00100 - 24"X24" DRAIN INLET - 1 Ea (D.L. #4)  
 702-04-00200 - ADJUSTING DRAIN INLETS - 1 Ea  
 5-010 - PAVEMENT PATCHING - 12.0 SY (6' x 18')

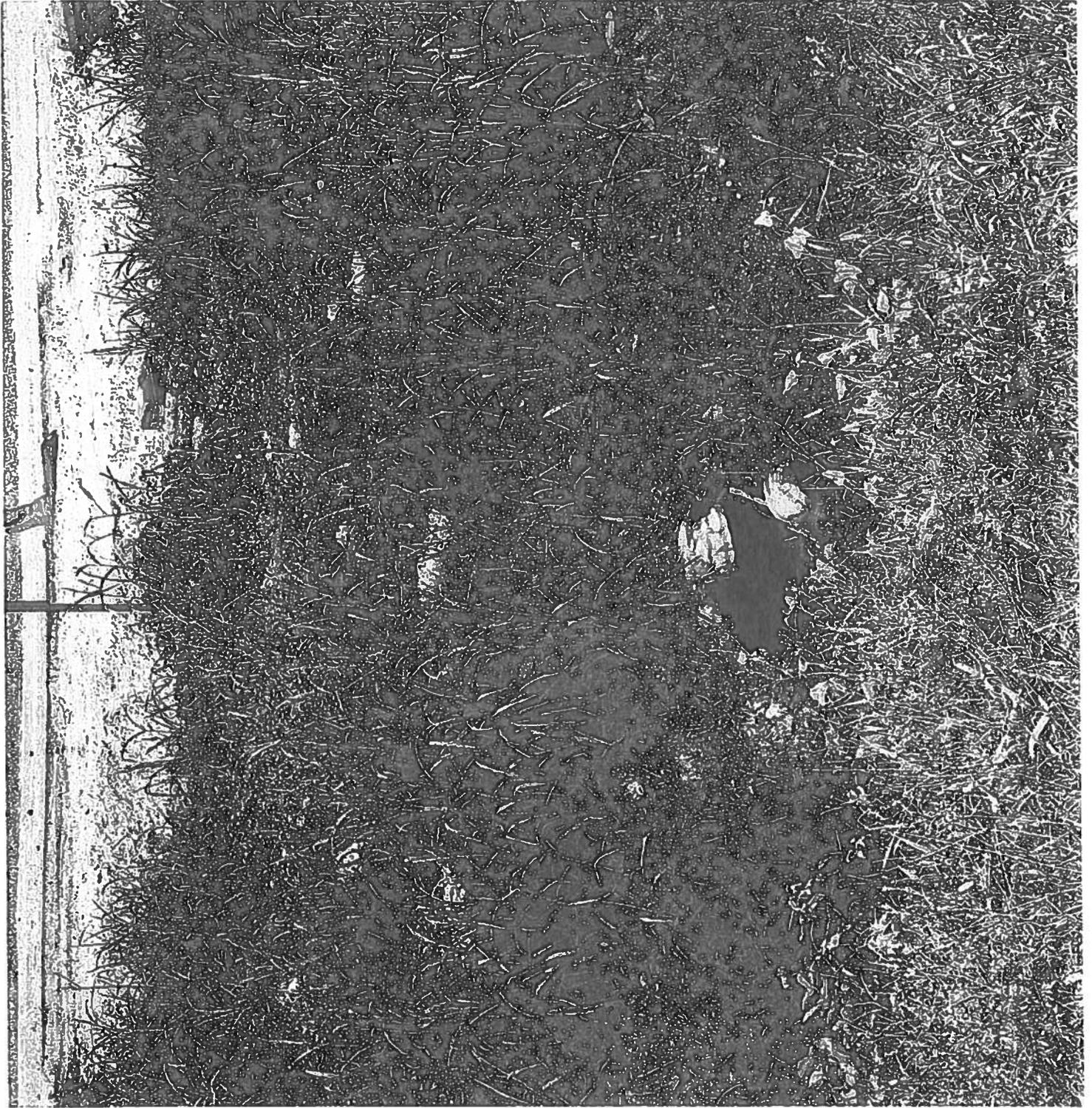
There is requested increase in contract time of One(1) day due to the cost of the above changes.

The following will necessitate the following changes in quantities (if space is not sufficient, use extra forms):

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1 & #2)		ORIGINAL + WCD#1		ADDITIONAL		EXISTING QUANTITY	AMOUNT		
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT				
300-03-00000	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	TEMPORARY RAY OR STRAW BALS	EACH	\$ 75.00	75.0	\$7,500.00	75.0	\$7,500.00			\$0.00	\$0.00		
300-03-00000	TEMPORARY SILT FENCING	LN. FT.	\$ 3.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00			\$0.00	\$0.00		
300-03-00000	ASPHALT CONCRETE	TDN	\$ 280.00	1,699.0	\$473,720.00	1,699.0	\$473,720.00			\$0.00	\$0.00		
300-03-00000	MILLING ASPHALT PAVEMENT (1" THICK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00			\$0.00	\$0.00		
300-03-00000	18" STORM DRAIN PIPE (CPPFDW)	LN. FT.	\$ 250.00	64.0	\$16,000.00	64.0	\$16,000.00			\$0.00	\$0.00		
300-03-00000	24" STORM DRAIN PIPE (CPPFDW)	LN. FT.	\$ 350.00	143.0	\$50,050.00	143.0	\$50,050.00			\$0.00	\$0.00		
300-03-00000	18" STORM DRAIN PIPE (CPPFDW)	LN. FT.	\$ 450.00	239.0	\$107,750.00	192.0	\$86,400.00	43	\$19,350.00		\$0.00		
300-03-00000	48" STORM DRAIN PIPE (CPPFDW)	LN. FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00			\$0.00	\$0.00		
300-03-00000	24" RCSP (EXTENSION)	LN. FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00			\$0.00	\$0.00		
300-03-00000	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00			\$0.00	\$0.00		
300-03-00000	24"X24" DRAIN INLET	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00			\$0.00	\$5,000.00		
300-03-00000	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00			\$0.00	\$0.00		
300-03-00000	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00			\$0.00	\$500.00		
300-03-00000	RIP RAP (30 LB, 1 1/2" THICK)	SQ. YD.	\$ 100.00	332.1	\$33,210.00	311.0	\$31,100.00	11.11	\$1,111.00		\$0.00		
300-03-00000	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	MOBILIZATION / DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00			\$0.00	\$0.00		
300-03-00000	SELF-CYCLING RAISED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00			\$0.00	\$0.00		
300-03-00000	HYDRO-SEEDING	ACRE	\$ 3,500.00	2.2	\$7,530.00	2.1	\$7,530.00			\$0.00	\$0.00		
300-03-00000	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00			\$0.00	\$0.00		
300-03-00000	INSULATION VALVE (2")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00			\$0.00	\$0.00		
300-03-00000	6" WATER LINE OFFSET	EACH	\$ 10,000.00	3.0	\$30,000.00	3.0	\$30,000.00			\$0.00	\$0.00		
300-03-00000	EXPLORATORY EXCAVATION	CU. YD.	\$ 300.00	40.0	\$12,000.00	40.0	\$12,000.00			\$0.00	\$0.00		
300-03-00000	FIBER REINFORCED POLYMER (FRP) SHEET PILE	LN. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00			\$0.00	\$0.00		
300-03-00000	PRE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00			\$0.00	\$0.00		
300-03-00000	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00			\$0.00	\$0.00		
300-03-00000	DRAINAGE STABILIZATION WALLS	EACH	\$ 1,000.00	11.0	\$11,000.00	10.0	\$10,000.00	1	\$1,000.00		\$0.00		
300-03-00000	FRP COMPOSITE WALL	LN. FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00			\$0.00	\$0.00		
300-03-00000	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00			\$0.00	\$0.00		
300-03-00000	REBUILD SANITARY SEWER CONFLICT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00			\$0.00	\$0.00		
300-03-00000	RELOCATION OF INFRASTRUCTURE	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	WATERLINE CROSSING (2" DUCTILE IRON)	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00		
300-03-00000	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00			\$0.00	\$900.00		
300-03-00000	HEADWALL WITH WINDWALLS	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00			\$0.00	\$0.00		
300-03-00000	FIBER REINFORCED POLYMER (FRP) SHEET PILE - JET FILTER (STORED)	LN. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46			\$0.00	\$0.00		
				Stored Material	\$34,073.46		\$34,073.46						
Additional contract days requested: One (1)				Amount of over run and under run	\$21,461.00	TOTAL	\$2,922,004.00	TOTAL	\$2,900,543.00	Check	\$21,461.00	Total	\$6,400.00

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**REQUEST FOR INFORMATION**

<b>State Project No.:</b> P210702		<b>RFI Number:</b> 12	
<b>Project Name:</b> Barber Road Bank Stabilization		<b>Date Received:</b> 12/4/2023	
<b>Project Manager:</b> Arthur Ledet		<b>Date Required:</b> 12/5/2023	
<b>Project Engineer:</b> Frank Zemmer		<b>Forwarded To:</b>	
<b>Contractor:</b> Command Construction, LLC		<b>Date Responded:</b>	
<b>Specification No.:</b>		<b>Page No.:</b>	
check one: <input checked="" type="checkbox"/> RFI		<input type="checkbox"/> Design Modification	
check one: <input type="checkbox"/> Standard Specification		<input type="checkbox"/> Supplemental Specification	
		<input type="checkbox"/> Proposed VE	
		<input type="checkbox"/> Special Provision	
<b>Plan Sheet No.:</b> 9		<b>Detail:</b>	
<b>REQUEST:</b>			
At approximately STA 116+50 we found the buried drain line as well as the box it tied into which is 11' from edge of road. The invert at the box is -7.81' with a TOC of -3.6'. At the outfall, the invert is -7.9'. The pipe is a 36" CMP and is 43' long.			
<b>PROPOSED SOLUTION (If applicable):</b>			
1. We do not have a pay item for 36" CMP. Command can submit a change order price to replace this with 36" CMP which has a 2-3 week lead time and would request days back on the contract.			
2. We can order 36" (CPPPDW ) which has a 5-7 day lead time and would request days back on the contract. Only comes in 20' joints so would get paid for 60'.			
<b>By:</b> Bradley Cieslinski		<b>Signature:</b> <i>Bradley Cieslinski</i>	
		<b>Date:</b> 12/4/2023	
<b>RESPONSE:</b>			
<b>By:</b>		<b>Signature:</b>	
		<b>Date:</b>	
After reviewing the response, does the contractor anticipate:			
That a change order will be required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
That there will be an increase in the cost of the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			



**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Three (3)

DATE OF ISSUANCE 12/14/2023 EFFECTIVE DATE 12/14/2023

Owner: St. Charles Parish

Contractor: Command Construction Industries, LLC.

Contract: \_\_\_\_\_

Project: Barber Road Bank Stabilization

Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001

ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.  
In reference to RFI 11, replace existing 15" CMP with 18" Storm Drain Pipe CPPPDW Adjust top of existing box to driveway elevation with closed top cover D.I adjustment to be paid under Item 702-04-00200 ADJUSTING DRAIN INLETS. 6' x 18' PAVEMENT PATCHING, 10' x 10' RIP RAP and DRAINAGE STABILIZATION WALER to be paid under existing contract items. Command to submit pricing for R/R concrete Driveway.

Attachments: (List documents supporting change) List of supporting documents

Pages 2 & 3 - RFI 11

Page 4 - 12/12/23 Inspector Photos from exploratory excavations

Page 5 - Mark-up plan sheet 9 (Sta. 121+00)

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 17,137.98 (increase) [increase] [decrease]

Contract Time 1 days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Director, Public Utilities</u>	Title: <u>MEMBER</u>
Date: <u>12/19/23</u>	Date: <u>12/19/2023</u>	Date: <u>12-19-23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 00805  
WORK CHANGE DIRECTIVE**

**WORK CHANGE DIRECTIVE**

PROJ NO P210702
NAME BARBER ROAD BANK STABILIZATION

WCD No Three (3)

Date Initiated: December 10, 2013

Project's description, explanation, & estimated cost of proposed changes

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

- Adjustment to Contract Total:  
 701-03-01022 - 18" STORM DRAIN PIPE (CPPFDW) - 85 LF  
 711-01-00300 - RIP RAP (30 LB, 14" THICK) - 11.15 SY (10' x 10')  
 6-004 - DRAINAGE STABILIZATION WALLS - 1 Each  
 CO3-001 - REMOVE AND REPLACE EXISTING CONCRETE DRIVES - 54 SY  
 CO3-002 - DRAIN MANHOLE FRAME AND COVER 1 Ea

- Existing Quantity in Contract:  
 702-04-00200 - ADJUSTING DRAIN INLETS - 1 Ea  
 5-010 - PAVEMENT PATCHING - 12.0 SY (6' x 18')

There is requested increase in contract time of One (1) day due to the cost of the above changes.

The following and reflects the following change in quantities (quantity is not sufficient, use plus format)

ITEM NO	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1, #2 & #3)		ORIGINAL + WCD#1 & WCD #2		ADDITIONAL		EXISTING QUANTITY	AMOUNT		
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	(CHANGE) QUANTITY	AMOUNT				
571-01-00-20	118' APPROX. ASPH PAVEMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00				\$0.00		
572-01-07000	REMOVAL OF 118' CURB AND CURB STRUCTURES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00				\$0.00		
580-04-00-300	120' EXISTING AND REPAIRMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00				\$0.00		
580-04-00-300	TEMPORARY DRAIN STRAIN GAUGES	EACH	\$ 75.00	75.00	\$7,500.00	75.00	\$7,500.00				\$0.00		
580-04-00-300	TEMPORARY DRAIN STRAIN GAUGES	LIN FT	\$ 5.00	1,337.00	\$16,185.00	1,277.00	\$16,185.00				\$0.00		
580-04-00-300	ADDITIONAL CONCRETE	YD3	\$ 280.00	1,699.00	\$475,720.00	1,699.00	\$475,720.00				\$0.00		
580-04-00-300	120' EXISTING AND REPAIRMENT (12" THICK)	SQ YD	\$ 5.00	8,617.00	\$43,085.00	8,617.00	\$43,085.00				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 250.00	99.00	\$24,750.00	64.00	\$16,000.00	35.00	\$8,750.00		\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 350.00	143.00	\$50,050.00	143.00	\$50,050.00				\$0.00		
580-04-00-300	12" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 450.00	235.00	\$105,750.00	235.00	\$105,750.00				\$0.00		
580-04-00-300	12" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 550.00	48.00	\$26,400.00	48.00	\$26,400.00				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 350.00	13.00	\$4,550.00	13.00	\$4,550.00				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (CPPFDW)	LIN FT	\$ 350.00	13.00	\$4,550.00	13.00	\$4,550.00				\$0.00		
580-04-00-300	DRAIN MANHOLE	EACH	\$ 7,500.00	1.00	\$7,500.00	1.00	\$7,500.00				\$0.00		
580-04-00-300	18" 42" DRAIN INLET	EACH	\$ 5,000.00	6.00	\$30,000.00	6.00	\$30,000.00				\$0.00		
580-04-00-300	ADJUSTING MANHOLES	EACH	\$ 500.00	6.00	\$3,000.00	6.00	\$3,000.00				\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.00	\$2,000.00	4.00	\$2,000.00			1	\$500.00		
580-04-00-300	18" STORM DRAIN PIPE (30 LB, 14" THICK)	SQ YD	\$ 100.00	343.20	\$34,320.00	332.10	\$33,210.00	11.10	\$1,110.00		\$0.00		
580-04-00-300	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.00	\$50,000.00	1.00	\$50,000.00				\$0.00		
580-04-00-300	REMOVAL OF EXISTING BARRICADES	LUMP SUM	\$ 275,000.00	1.00	\$275,000.00	1.00	\$275,000.00				\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	EACH	\$ 25.00	7.00	\$175.00	7.00	\$175.00				\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	EACH	\$ 3,500.00	2.20	\$7,700.00	2.20	\$7,700.00				\$0.00		
580-04-00-300	CONCRETE BLOCK WALL	LUMP SUM	\$ 50,000.00	1.00	\$50,000.00	1.00	\$50,000.00				\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.00	\$2,000.00	4.00	\$2,000.00				\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	EACH	\$ 15,000.00	1.00	\$15,000.00	1.00	\$15,000.00				\$0.00		
580-04-00-300	1" WATER LINE OFFSET	EACH	\$ 10,000.00	3.00	\$30,000.00	3.00	\$30,000.00				\$0.00		
580-04-00-300	EXPLORATORY EXCAVATION	CU YD	\$ 300.00	40.00	\$12,000.00	40.00	\$12,000.00				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (30 LB, 14" THICK)	SQ YD	\$ 35.00	27,702.00	\$969,570.00	27,702.00	\$969,570.00				\$0.00		
580-04-00-300	PILE CONSTRUCTION YIELD	LUMP SUM	\$ 25,000.00	1.00	\$25,000.00	1.00	\$25,000.00				\$0.00		
580-04-00-300	STEEL SHEET PILE PILE DRIVALS	LUMP SUM	\$ 5,000.00	1.00	\$5,000.00	1.00	\$5,000.00				\$0.00		
580-04-00-300	REINFORCEMENT FOR EXISTING CONCRETE	EACH	\$ 1,000.00	12.00	\$12,000.00	11.00	\$11,000.00	1.00	\$1,000.00		\$0.00		
580-04-00-300	ADJUSTING DRAIN INLETS	LIN FT	\$ 125.00	1,458.00	\$182,250.00	1,458.00	\$182,250.00				\$0.00		
580-04-00-300	STEAMING AND REPAIRMENT OF UNSATURATED MATERIAL	CU YD	\$ 10.00	1,523.00	\$15,230.00	1,523.00	\$15,230.00				\$0.00		
580-04-00-300	REINFORCEMENT FOR EXISTING CONCRETE	EACH	\$ 5,000.00	1.00	\$5,000.00	1.00	\$5,000.00				\$0.00		
580-04-00-300	REMOVAL OF EXISTING CONCRETE	LUMP SUM	\$ 50,000.00	1.00	\$50,000.00	1.00	\$50,000.00				\$0.00		
580-04-00-300	REINFORCEMENT FOR EXISTING CONCRETE	LUMP SUM	\$ 50,000.00	1.00	\$50,000.00	1.00	\$50,000.00				\$0.00		
580-04-00-300	PAVEMENT PATCHING	SQ YD	\$ 75.00	2,307.00	\$173,025.00	2,307.00	\$173,025.00			12	\$900.00		
580-04-00-300	HEADWALL WITH REINFORCEMENT	EACH	\$ 30,000.00	1.00	\$30,000.00	1.00	\$30,000.00				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (30 LB, 14" THICK)	SQ YD	\$ 1.23	27,702.00	\$34,073.46	27,702.00	\$34,073.46				\$0.00		
580-04-00-300	18" STORM DRAIN PIPE (30 LB, 14" THICK)	SQ YD	\$ 18.75	0.00	\$0.00	0.00	\$0.00				\$0.00		
580-04-00-300	REINFORCEMENT FOR EXISTING CONCRETE	SQ YD	\$ 116.24	54.00	\$6,276.96	0.00	\$0.00	54.00	\$6,276.96		\$0.00		
580-04-00-300	DRAIN MANHOLE FRAME AND COVER	EACH	\$ 0.00	0.00	\$0.00	0.00	\$0.00				\$0.00		
				Stored Material	\$34,073.46		\$34,073.46						
Additional contract days requested: One (1)				Amount of over run and under run	\$17,197.96	TOTAL	\$2,939,141.96	TOTAL	\$2,922,004.00	Check	\$17,137.96	Total	\$1,400.00

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**REQUEST FOR INFORMATION**

<b>State Project No.:</b> P210702		<b>RFI Number:</b> 11	
<b>Project Name:</b> Barber Road Bank Stabilization		<b>Date Received:</b> 12/4/2023	
<b>Project Manager:</b> Arthur Ledet		<b>Date Required:</b> 12/5/2023	
<b>Project Engineer:</b> Frank Zemmer		<b>Forwarded To:</b>	
<b>Contractor:</b> Command Construction, LLC		<b>Date Responded:</b>	
<b>Specification No.:</b>		<b>Page No.:</b>	
check one: <input checked="" type="checkbox"/> RFI	<input type="checkbox"/> Design Modification	<input type="checkbox"/> Proposed VE	
check one: <input type="checkbox"/> Standard Specification	<input type="checkbox"/> Supplemental Specification	<input type="checkbox"/> Special Provision	
<b>Plan Sheet No.:</b> 9		<b>Detail:</b>	
<b>REQUEST:</b> At approximately STA 121+00 we found another outfall and do not see where it ties in at on the resident side. Looks like it may be under a driveway.			
<b>PROPOSED SOLUTION (If applicable):</b> Engineer to direct Command on how they want us to proceed.			
<b>By:</b> Bradley Cieslinski		<b>Signature:</b> <i>Bradley Cieslinski</i>	<b>Date:</b> 12/4/2023
<b>RESPONSE:</b>			
<b>By:</b>		<b>Signature:</b>	<b>Date:</b>
<b>After reviewing the response, does the contractor anticipate:</b>			
That a change order will be required?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
That there will be an increase in the cost of the project?		<input type="checkbox"/> Yes	<input type="checkbox"/> NO



**RESIDENT INSPECTOR'S DAILY PHOTO LOG**

**Date:** 12/12/2023

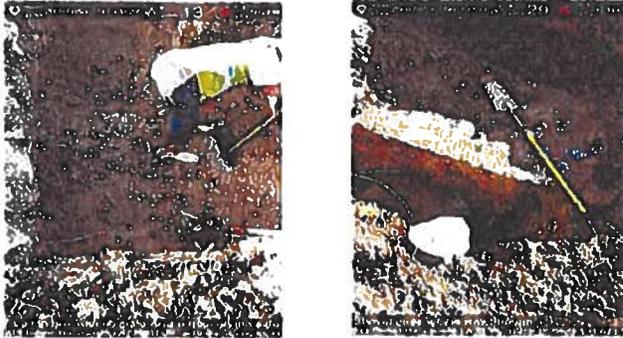
**Project Number:**

**P210702**

**Project Name:** Barber Road Bank Stabilization

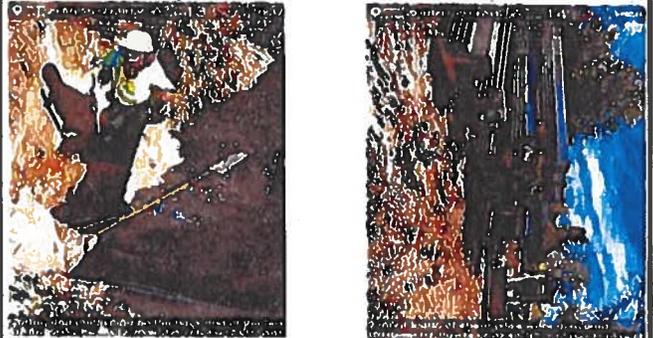
**Project Engineer:** Arthur Ledel, Richard C. Lambert Consultants, L.L.C.

**PHOTO NO. 1 & 2**



Exploratory Excavation @ Sta. 116+50. Existing pipe collar discovered

**PHOTO NO. 3 & 4**



Exploratory Excavation @ Sta. 116+50. FRP Sheet piles delivered.

**PHOTO NO. 5**



Exploratory Excavation @ Sta. 121+00

**PHOTO NO. 6**



Exploratory Excavation @ Sta. 121+00. 450 Barber Rd.

**PHOTO NO. 7**



Exploratory Excavation @ Sta. 121+00. Existing D.I. discovered

**PHOTO NO. 8**



Exploratory Excavation @ Sta. 121+00. Existing DL looking from outfall at the Canal side.



**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Four (4)

DATE OF ISSUANCE 12/14/2023 EFFECTIVE DATE 12/14/2023

Owner: St. Charles Parish  
Contractor: Command Construction Industries, LLC.  
Contract: \_\_\_\_\_  
Project: Barber Road Bank Stallization  
Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001  
ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.

In reference to RFI 10, replace existing 24" CMP with 24" Storm Drain Pipe CPPPDW. Adjust top of D.I. #5 to facilitate proper drainage to grate. D.I. adjustment to be paid under Item 702-04-00200 ADJUSTING DRAIN INLETS.

Attachments: (List documents supporting change) List of supporting documents.

Pages 2-4 - RFI 10

Page 5 - Mark-up plan sheet 9 ( Sta. 121+26)

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ (3,500) (Decrease) [increase] [decrease]

Contract Time Zero (0) days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: <u>Director Public Works</u>	Title: <u>MEMBER</u>
Date: <u>12/19/23</u>	Date: <u>12/19/2023</u>	Date: <u>12-19-23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

SECTION 00805  
WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE

PROJ. NO. P210702
NAME BARBER ROAD BANK STABILIZATION

WCD No. Four(4)

Date Initiated: December 18, 2023

Engineer's description, explanation, & estimated cost of proposed revision:

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

Adjustment to Contract Totals:

- 701-03-01042 - 24" STORM DRAIN PIPE (CPPPDW) - 35 LF
- 701-03-01042 - 30" STORM DRAIN PIPE (CPPPDW) - (35LF) (Decrease)

Existing Quantity In Contract:

- 702-04-00200 - ADJUSTING DRAIN INLETS - 1 Ea

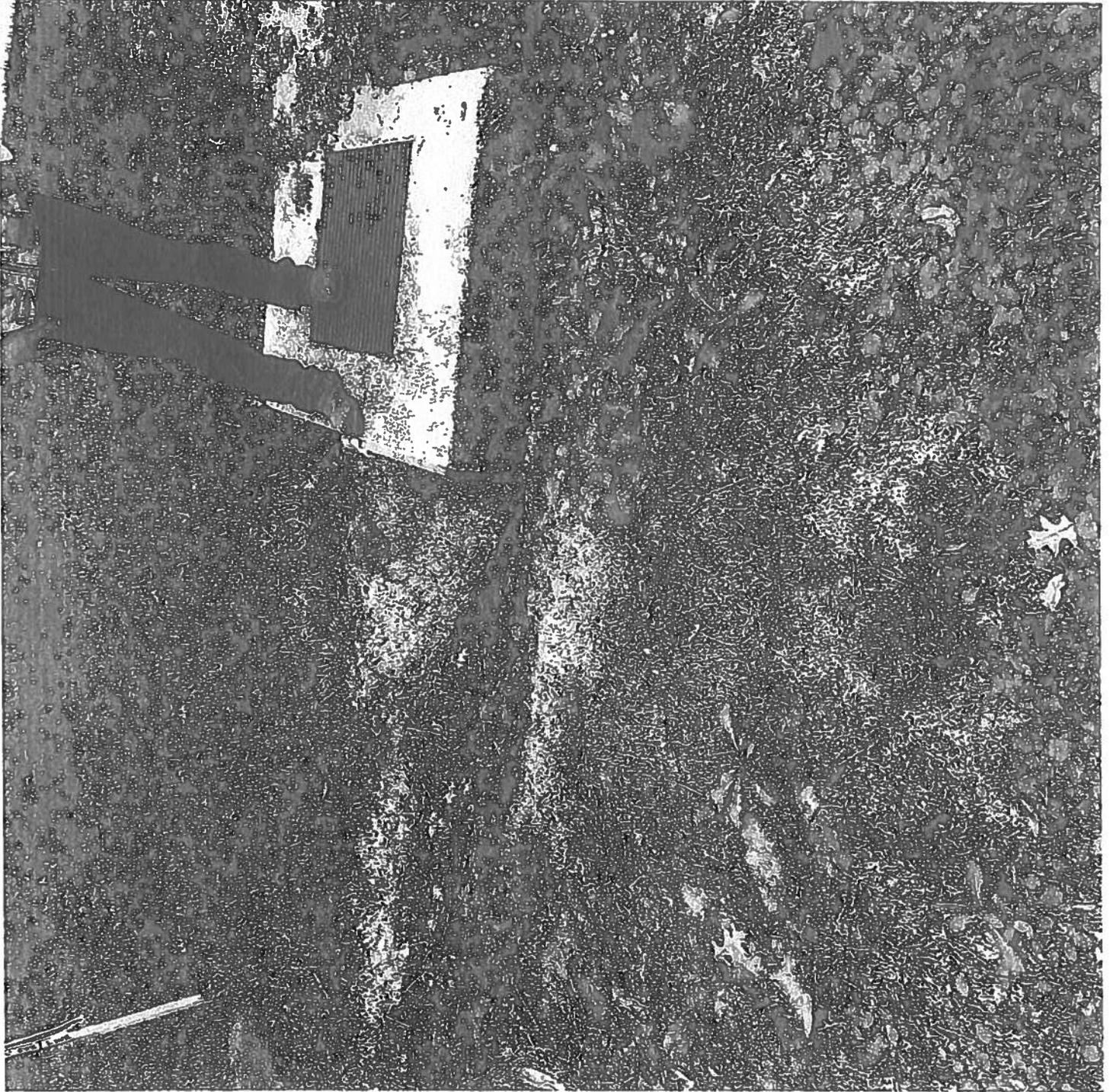
There is requested Increase in contract time of One (1) day due to the cost of the above changes.

The amending will necessitate the following changes in quantities (if space not sufficient, use extra forms).

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1, #2, #3 & #4)		ORIGINAL +WCD #1, #2 & #3		ADDITIONAL		DISTING QUANTITY	AMOUNT
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT		
201-01-0000	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
202-01-0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
203-01-0000	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
204-01-0000	TEMPORARY MAT OR STRAW BALES	EACH	\$ 10.00	75.0	\$750.00	75.0	\$750.00		\$0.00		\$0.00
204-04-0000	TEMPORARY SBT FENCING	LNK FT.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00		\$0.00		\$0.00
205-01-0000	ASPHALT CONCRETE	TON	\$ 280.00	1,699.0	\$475,720.00	1,699.0	\$475,720.00		\$0.00		\$0.00
205-04-0000	INSTALL ASPHALT PAVEMENT (1" THICK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00		\$0.00		\$0.00
205-04-0000	18" STORM DRAIN PIPE (CPPPDW)	LNK FT.	\$ 250.00	99.0	\$24,750.00	99.0	\$24,750.00		\$0.00		\$0.00
205-04-0000	24" STORM DRAIN PIPE (CPPPDW)	LNK FT.	\$ 350.00	178.0	\$62,300.00	143.0	\$50,050.00	35.00	\$12,250.00		\$0.00
205-04-0000	30" STORM DRAIN PIPE (CPPPDW)	LNK FT.	\$ 450.00	200.0	\$90,000.00	235.0	\$105,750.00	-35.00	-\$15,750.00		\$0.00
205-04-0000	18" STORM DRAIN PIPE (CPPPDW)	LNK FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00		\$0.00		\$0.00
205-14-0000	24" BCCSP (EXTENSION)	LNK FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00		\$0.00		\$0.00
202-01-0000	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00		\$0.00		\$0.00
202-04-0000	14" TO 4" DRAIN CHUTE	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00		\$0.00		\$0.00
202-04-0000	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00		\$0.00		\$0.00
202-04-0000	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00	1	\$500.00
211-01-0000	1/2" RAP (30 LB, 1/4" THICK)	SQ. YD.	\$ 100.00	343.2	\$34,322.00	343.2	\$34,322.00		\$0.00		\$0.00
211-01-0000	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
221-01-0000	IMMOBILIZATION / DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00		\$0.00		\$0.00
221-01-0000	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00		\$0.00		\$0.00
221-01-0000	HYDRO-SEALING	ACRE	\$ 3,500.00	2.2	\$7,553.00	2.2	\$7,553.00		\$0.00		\$0.00
201-01-0000	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
211-11-0000	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00		\$0.00
211-11-0000	DISCONNECT VALVE (8")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00		\$0.00		\$0.00
211-11-0000	8" WATER LINE TEST	EACH	\$ 10,000.00	3.0	\$30,000.00	3.0	\$30,000.00		\$0.00		\$0.00
26-101-0000	OPEN NATURAL EXCAVATION	CJ. YD.	\$ 300.00	40.0	\$12,000.00	40.0	\$12,000.00		\$0.00		\$0.00
5401	FIBER REINFORCED POLYMER (FRP) SHEET PILE	SQ. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00		\$0.00		\$0.00
5402	PILE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00		\$0.00		\$0.00
5403	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00		\$0.00
5404	DRAINAGE STABILIZATION WALLS	EACH	\$ 1,000.00	12.0	\$12,000.00	12.0	\$12,000.00		\$0.00		\$0.00
5405	FRP COMPOSITE WALLS	LNK FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00		\$0.00		\$0.00
5406	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CJ. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00		\$0.00		\$0.00
5407	REBUILD SANITARY SEWER CONFLICT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00		\$0.00
5408	RELOCATION OF INFRASTRUCTURE	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
5409	WATERLINE CROSSING (8" DUCTILE IRON)	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00
5410	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00		\$0.00		\$0.00
5411	HEADWALL WITH WINGWALLS	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00		\$0.00		\$0.00
5412-01	FIBER REINFORCED POLYMER (FRP) SHEET PILE - JET FILTER (STORED)	SQ. FT.	\$ 1.33	27,702.0	\$36,873.66	27,702.0	\$36,873.66		\$0.00		\$0.00
5412-02	FIBER REINFORCED POLYMER (FRP) SHEET PILE - SHEET PILE (STORED)	SQ. FT.	\$ 18.75	0.0	\$0.00	0.0	\$0.00		\$0.00		\$0.00
5413-01	REMOVE AND REPLACE EXISTING CONCRETE DRIVES	SQ. YD.	\$ 116.24	54.0	\$6,276.96	54.0	\$6,276.96		\$0.00		\$0.00
5413-02	DRAIN MANHOLE FRAME AND COVER	EACH		0.0	\$0.00	0.0	\$0.00		\$0.00		\$0.00
					Stored Material		\$34,073.46				
Additional contract days requested: Zero (0)		Amount of over run and under run						Check	-\$3,500.00	Total	\$500.00
			-\$3,500.00	TOTAL	\$3,935,641.96	TOTAL	\$2,939,141.96				

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**REQUEST FOR INFORMATION**

<b>State Project No.:</b> P210702	<b>RFI Number:</b> 10
<b>Project Name:</b> Barber Road Bank Stabilization	<b>Date Received:</b> 12/4/2023
<b>Project Manager:</b> Arthur Ledet	<b>Date Required:</b> 12/5/2023
<b>Project Engineer:</b> Frank Zemmer	<b>Forwarded To:</b>
<b>Contractor:</b> Command Construction, LLC	<b>Date Responded:</b>
<b>Specification No.:</b>	<b>Page No.:</b>
check one: <input checked="" type="checkbox"/> RFI	<input type="checkbox"/> Design Modification
check one: <input type="checkbox"/> Standard Specification	<input type="checkbox"/> Supplemental Specification
	<input type="checkbox"/> Proposed VE Special Provision
<b>Plan Sheet No.:</b> 9	<b>Detail:</b>
<b>REQUEST:</b> At STA 121+26 where DI#5 is to be placed, there is a swale along the property line that drains towards this DI. The TOC of the existing DI and the new DI are the same @ -.43'. Currently, the swale does not drain into grating as the grating is higher than the bottom of the swale. In the exiting DI there is a hole cut in it to let water flow into the box.	
<b>PROPOSED SOLUTION (If applicable):</b> Engineer to direct Command on how they want us to proceed with getting water from the yard to the DI.	
<b>By:</b> Bradley Cieslinski	<b>Signature:</b> <i>Bradley Cieslinski</i>
	<b>Date:</b> 12/4/2023
<b>RESPONSE:</b>	
<b>By:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>After reviewing the response, does the contractor anticipate:</b>	
That a change order will be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
That there will be an increase in the cost of the project?	<input type="checkbox"/> Yes <input type="checkbox"/> NO <i>MAYBE?</i>



**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Five(5)

DATE OF ISSUANCE 12/18/2023 EFFECTIVE DATE 12/18/2023

Owner: St. Charles Parish  
Contractor: Command Construction Industries, LLC.  
Contract: \_\_\_\_\_  
Project: Barber Road Bank Stallization  
Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001  
ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.

The cross drain at Sta. 132+42 was added to the project per SCP DPW during the pre-construction walk through due to the culvert being washed out. Additionally, at Sta. 115+79 the pipe was extended an additional 10 LF due to the pipe invert being adjusted to avoid conflicting utilities.  
701-03-01022 - 18" STORM DRAIN PIPE (CPPPDW) - 50 LF ( 40 LF for Sta. 132+42 & 10 LF for Sta. 115+79)  
711-01-00300 - RIP RAP (30 LB, 14" THICK) - 11.11 SY

Attachments: (List documents supporting change) List of supporting documents.  
Pages 3-4 - Mark-up plan sheets 8 & 11

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 13,611.00 (Increase) [increase] [decrease]  
Contract Time One (1) days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended: Limited Authorization By\*: Received:  
By: [Signature] By: [Signature] By: [Signature]  
Engineer (Authorized Signature) Owner's Representative\* Contractor (Authorized Signature)  
Title: Project Engineer Title: Director, Public Works Title: MEMBER  
Date: 12/19/23 Date: 12/19/2023 Date: 12-19-23

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

SECTION 00805  
WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE

PROJ. NO. P210702  
NAME BARBER ROAD BANK STABILIZATION

Change Order No. Five(5)

Date Initiated: December 18, 2023

Engineer's description, explanation, & estimated cost of proposed revision:

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

Adjustment to Contract Total:

701-03-01022 - 18" STORM DRAIN PIPE (CPPPDW) - 50 LF (40 LF for Sta. 132+42 & 10 LF for Sta. 115+75)

711-01-00300 - R/P RAP (30 LB, 14" THICK) - 11.11 SY

Existing Quantity in Contract:

5-010 - PAVEMENT PATCHING - 16 SY

There is requested Increase in contract time of One(1) day due to the cost of the above changes.

The approving will necessitate the following changes in quantities (if space not sufficient, use extra forms):

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1,#2,#3,#4 & #5)		ORIGINAL +WCD #1,#2,#3 & #4		ADDITIONAL		DISTING QUANTITY	AMOUNT		
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT				
301-03-00000	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
302-03-00000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
303-03-00000	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
304-03-00000	TEMPORARY MAT OR STRAW BALES	EACH	\$ 10.00	75.0	\$750.00	75.0	\$750.00		\$0.00		\$0.00		
305-03-00000	TEMPORARY SILT FENCING	LINE FT.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00		\$0.00		\$0.00		
306-03-00000	ASPHALT CONCRETE	TDW	\$ 280.00	1,699.0	\$475,720.00	1,699.0	\$475,720.00		\$0.00		\$0.00		
307-03-00000	WELDED ASPHALT PAVEMENT (1" THICK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00		\$0.00		\$0.00		
701-03-01022	18" STORM DRAIN PIPE (CPPPDW)	LINE FT.	\$ 250.00	149.0	\$37,250.00	99.0	\$24,750.00	50.00	\$12,500.00		\$0.00		
702-03-02000	30" STORM DRAIN PIPE (CPPPDW)	LINE FT.	\$ 350.00	178.0	\$62,300.00	178.0	\$62,300.00		\$0.00		\$0.00		
703-03-03000	30" STORM DRAIN PIPE (CPPPDW)	LINE FT.	\$ 450.00	200.0	\$90,000.00	200.0	\$90,000.00		\$0.00		\$0.00		
704-03-04000	42" STORM DRAIN PIPE (CPPPDW)	LINE FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00		\$0.00		\$0.00		
705-03-05000	34" BCCSP (EXTENSADON)	LINE FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00		\$0.00		\$0.00		
706-03-06000	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00		\$0.00		\$0.00		
707-03-07000	24" DI" DRAIN INLET	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00		\$0.00		\$0.00		
708-03-08000	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00		\$0.00		\$0.00		
709-03-09000	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00		\$0.00		
711-01-00300	R/P RAP (30 LB, 14" THICK)	SQ. YD.	\$ 100.00	354.3	\$35,430.00	343.2	\$34,322.00	11.11	\$1,111.00		\$0.00		
712-01-00000	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
717-01-00000	MOBILIZATION / DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00		\$0.00		\$0.00		
720-03-00000	ALUMINUM RASSED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00		\$0.00		\$0.00		
720-03-00000	HYDRO-SEALING	ADRE	\$ 3,500.00	2.2	\$7,553.00	2.2	\$7,553.00		\$0.00		\$0.00		
700-03-00000	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
713-03-00000	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00		\$0.00		
714-03-00000	INSERTION VALVE (8")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00		\$0.00		\$0.00		
70-715-10000	8" WATER LINE OFFSET	EACH	\$ 10,000.00	3.0	\$30,000.00	3.0	\$30,000.00		\$0.00		\$0.00		
65-300-00000	EXPLOSIVE EXCAVATION	CU. YD.	\$ 300.00	40.0	\$12,000.00	40.0	\$12,000.00		\$0.00		\$0.00		
5401	FIBER REINFORCED POLYMER (FRP) SHEET PILE	SQ. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00		\$0.00		\$0.00		
5402	PRE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00		\$0.00		\$0.00		
5403	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00		\$0.00		
5404	DRAINAGE STABILIZATION WALLS	EACH	\$ 1,000.00	12.0	\$12,000.00	12.0	\$12,000.00		\$0.00		\$0.00		
5405	FRP COMPOSITE WALLS	LINE FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00		\$0.00		\$0.00		
5406	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00		\$0.00		\$0.00		
5407	REPLACE SANITARY SEWER CONDUIT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00		\$0.00		
5408	RELOCATION OF INFRASTRUCTURE	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
5409	WATERBINE CROSSING (8" DUCTILE IRON)	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00		\$0.00		
5410	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00		\$0.00	16	\$1,200.00		
5411	HEADWALL WITH WINGWALLS	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00		\$0.00		\$0.00		
5401-04	FIBER REINFORCED POLYMER (FRP) SHEET PILE - JET FILTER (STORED)	SQ. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46		\$0.00		\$0.00		
54-011-04	FIBER REINFORCED POLYMER (FRP) SHEET PILE - SHEET PILE (STORED)	SQ. FT.	\$ 18.75	0.0	\$0.00	0.0	\$0.00		\$0.00		\$0.00		
03-0-000	REMOVE AND REPLACE EXISTING CONCRETE DOWLS	SQ.YD	\$ 116.24	54.0	\$6,276.96	54.0	\$6,276.96		\$0.00		\$0.00		
033-000	DRAIN MANHOLE FRAME AND COVER	EACH	\$ 0.00	0.0	\$0.00	0.0	\$0.00		\$0.00		\$0.00		
Additional contract days requested: Zero (0)				Amount of over run and under run	\$13,611.00	TOTAL	\$1,949,252.96	TOTAL	\$2,935,641.96	Check	\$13,611.00	Total	\$1,200.00





**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Six (6)

DATE OF ISSUANCE 12/27/2023 EFFECTIVE DATE 12/27/2023

Owner: St. Charles Parish  
Contractor: Command Construction Industries, LLC.  
Contract: \_\_\_\_\_  
Project: Barber Road Bank Stabilization  
Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001  
ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.  
In reference to RFI #5 & COR #4, Command is directed to replace the existing D.I. with a conflict box(Brick or CIP) using bituminous coated corrugated steel split casing around the existing sewer house connection and tie in existing 15" RCP drainage to new conflict box. Split casing to be 8" min (up-sized from existing 6" sewer line). In addition, replace the existing 24" PVC drain line with 24" STORM DRAIN PIPE (CPPPDW) in lieu of the proposed 30" Pipe to avoid existing SFM and gas line utility conflicts.

Attachments: (List documents supporting change) List of supporting documents.

- Page 2 : WCD #6 cost estimate spreadsheet
- Pages 3 - 7 : Command Change Order Request #4
- Page 8 : Conflict Box detail
- Page 9 : Mark-up plan sheet (Sta. 113+40 - Revision Cloud)

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 4,324.53 (Increase) [increase] [decrease]  
Contract Time One (1) days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended: Limited Authorization By\*: Received:  
By: [Signature] By: [Signature] By: [Signature]  
Engineer (Authorized Signature) Owner's Representative\* Contractor (Authorized Signature)  
Title: Project Engineer Title: Public Works Director Title: MANAGING MEMBER  
Date: 01/08/2024 Date: 01/02/2024 Date: 1/8/2024

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 00805  
WORK CHANGE DIRECTIVE**

**WORK CHANGE DIRECTIVE**

<b>PROJ. NO.</b> P210702
<b>NAME</b> BARBER ROAD BANK STABILIZATION

Change Order No. Six (6)

Date Initiated, December 27, 2023

Engineer's Description, explanation, & estimate (cost) of proposed revision.

Page 1 of 1

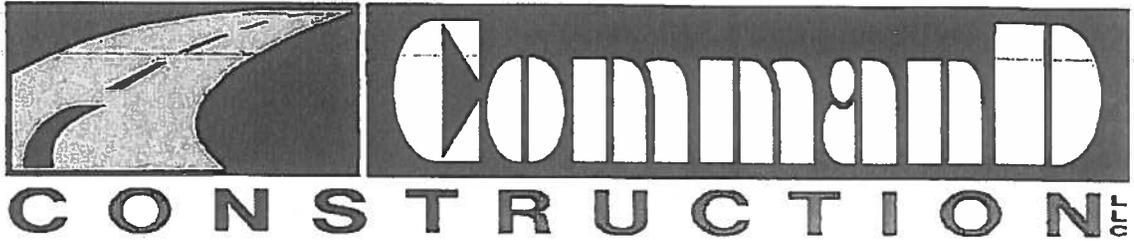
In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

- Adjustment to Contract Total:  
 Add Item C06-001 - CONFLICT BOX - 1 Each  
 Increase 701-03-01062 - 24" STORM DRAIN PIPE (CPPFDW) - 64 LF  
 Decrease 701-03-01062 - 30" STORM DRAIN PIPE (CPPFDW) - (64 LF)

There is requested increase in contract time of One (1) day due to the cost of the above changes.

The preceding will not enclose the following changes in quantity of space is not sufficient, use extra format:

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1,2,3,4,5,6,8,9)		ORIGINAL (WCD #1,2,3,4,5,6,8,9)		ADDITIONAL		EXISTING QUANTITY	AMOUNT
				QUANTITY	AMOUNT	QUANTITY	AMOUNT	CHANGE ORDER QUANTITY	AMOUNT		
0100-0000	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
0100-0000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
0200-0000	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
0200-0000	TEMPORARY MAT OR STRAIN WALL	EACH	\$ 75.00	75.0	\$7,500.00	75.0	\$7,500.00			\$0.00	\$0.00
0200-0000	TEMPORARY MAT FILLING	100 SQ. YD.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00			\$0.00	\$0.00
0200-0000	ASPHALT CONCRETE	TON	\$ 280.00	1,669.0	\$475,720.00	1,669.0	\$475,720.00			\$0.00	\$0.00
0200-0000	PORTLAND ASPHALT FRYEEM AT 1" THICK	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00			\$0.00	\$0.00
701-03-01062	30" STORM DRAIN PIPE (CPPFDW)	LINEAL FT.	\$ 250.00	149.0	\$37,250.00	149.0	\$37,250.00			\$0.00	\$0.00
701-03-01062	30" STORM DRAIN PIPE (CPPFDW)	LINEAL FT.	\$ 350.00	242.0	\$84,700.00	178.0	\$62,300.00	64.00	\$12,400.00		\$0.00
701-03-01062	30" STORM DRAIN PIPE (CPPFDW)	LINEAL FT.	\$ 450.00	136.0	\$61,200.00	200.0	\$90,000.00	-64.00	-\$18,800.00		\$0.00
701-03-01062	30" STORM DRAIN PIPE (CPPFDW)	LINEAL FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00			\$0.00	\$0.00
701-03-01062	24" BCCIP BENT DRIVING	LINEAL FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00			\$0.00	\$0.00
701-03-01062	BRANCH MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00			\$0.00	\$0.00
701-03-01062	24" 32' 0" DRAIN BUILT	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00			\$0.00	\$0.00
701-03-01062	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00			\$0.00	\$0.00
701-03-01062	ADJUSTING DRAIN HOLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00			\$0.00	\$0.00
701-03-01062	PIP BAP (30 LB., 14" THICK)	SQ. YD.	\$ 100.00	354.3	\$35,430.00	354.3	\$35,430.00			\$0.00	\$0.00
7100-0000	TEMPORARY SIGNS AND BARRIAGES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
7100-0000	MOBILIZATION DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$175,000.00	1.0	\$175,000.00			\$0.00	\$0.00
7100-0000	REFLECTORIZED GRAYED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00			\$0.00	\$0.00
7100-0000	HYDRO-SEALING	EACH	\$ 3,500.00	2.2	\$7,550.00	2.2	\$7,550.00			\$0.00	\$0.00
7100-0000	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
7100-0000	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00			\$0.00	\$0.00
7100-0000	INSERTION VALVE (V)	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00			\$0.00	\$0.00
7100-0000	WATER LEVEL METER	EACH	\$ 10,000.00	3.0	\$30,000.00	3.0	\$30,000.00			\$0.00	\$0.00
7100-0000	SAFETY ORANGE CONE	CU. YD.	\$ 300.00	40.0	\$12,000.00	40.0	\$12,000.00			\$0.00	\$0.00
7100-0000	7' X 6' REINFORCED POLYMER (FPM) SHEET PILE	LINEAL FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00			\$0.00	\$0.00
7100-0000	PILE CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00			\$0.00	\$0.00
7100-0000	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00			\$0.00	\$0.00
7100-0000	TO RAMPAGE STABILIZATION WALLS	EACH	\$ 1,000.00	12.0	\$12,000.00	12.0	\$12,000.00			\$0.00	\$0.00
7100-0000	7' RP COMPOSITE WALL	LINEAL FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00			\$0.00	\$0.00
7100-0000	EXCAVATION AND REPLACEMENT OF UNSUBSISTANT MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00			\$0.00	\$0.00
7100-0000	REBUILD SAND FILL UNDER CONFLICT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00			\$0.00	\$0.00
7100-0000	RELOCATION OF INFRASTRUCTURE	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
7100-0000	WATERMAIN CROSSING (E) GULCH & ROAD	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00			\$0.00	\$0.00
7100-0000	TRAVELWAY PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00			\$0.00	\$0.00
7100-0000	HEADWALL WITH MANHOLES	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00			\$0.00	\$0.00
7100-0000	7' X 6' REINFORCED POLYMER (FPM) SHEET PILE - (ET F3.1EA) STORAGE	SQ. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46			\$0.00	\$0.00
7100-0000	7' X 6' REINFORCED POLYMER (FPM) SHEET PILE - SHEET PILE STORAGE	SQ. FT.	\$ 18.75	0.0	\$0.00	0.0	\$0.00			\$0.00	\$0.00
7100-0000	REMOVE AND REPLACE EXISTING CONCRETE DRIVES	SQ. YD.	\$ 116.24	54.0	\$6,276.96	54.0	\$6,276.96			\$0.00	\$0.00
7100-0000	DRAIN MANHOLE FRAME AND COVER	EACH	\$ 0.00	0.0	\$0.00	0.0	\$0.00			\$0.00	\$0.00
7100-0000	CONFLICT BOX	EACH	\$ 10,724.53	1.0	\$10,724.53	0.0	\$0.00	1.00	\$10,724.53		\$0.00
Additional contract days				Amount of over run and under run							
Requested: One (1)						TOTAL		TOTAL		TOTAL	
				\$4,324.53		\$2,953,577.46		\$2,949,252.96		Check \$4,324.53	



December 13, 2023

RCL Consultants  
Mandeville, LA  
Attn: Arthur Ledet

Re: Barber Road Stabilization Project  
COR Conflict Box at STA 113+40-Revised  
CO-4

Dear Mr. Ledet,

Command Construction is submitting this COR to cover all additional costs for all labor, equipment, and materials used to complete the work to install a conflict box at STA 113+40 where there is a sewer house connection in conflict with the 30" drain line.

**Please create a change order to cover \$ 10,724.53 Lump Sum and add 1 calendar day to the project.**

See attached.

Regards,

For  
Scott Kuepferle- VP/ Construction Services  
Command Construction, LLC  
68445 James Street  
Mandeville, LA 70471

Cc: Derek Commander – Managing Member  
Christian Commander- Operations Manager  
Bradley Cieslinski- Asst Project Manager  
Project Files

68445 James Street  
Mandeville, LA 70471  
(504) 887-8795 Phone (504) 887-8906 Fax



**Barber Road Bank Stabilization**

BRICK UP BOX @ STA 116+50

<b>LABOR</b>				
	NUMBER	HOURS	RATE	EXTENSION
FOREMAN	1	4	\$ 40.00	\$ 160.00
H.OPERATOR	1	4	\$ 30.00	\$ 120.00
L. OPERATOR	1	4	\$ 26.00	\$ 104.00
L.LABORER	1	4	\$ 23.00	\$ 92.00
P.LABORER	2	4	\$ 21.00	\$ 168.00
FINISHER/BRICK LAYER	3	10	\$ 24.00	\$ 720.00
<b>SUBTOTAL</b>				\$ 1,364.00
<b>EQUIPMENT</b>				
	NUMBER	HOURS/ DAY	RATE	EXTENSION
PICK UP TRUCK	1	8	\$ 17.96	\$ 143.68
420 RT BACKHOE	1	12	\$ 75.48	\$ 905.76
315 CAT EXCAVATOR	1	8	\$ 136.71	\$ 1,093.68
<b>SUBTOTAL</b>				\$ 1,999.44
<b>MATERIALS</b>				
	NUMBERS	UNIT	UNIT PRICE	EXTENSION
12" Asphalt Coated split casing	20	lf	\$ 107.19	\$ 2,143.80
24x24 Frame and Grate	1	EA	\$ 289.75	\$ 289.75
Brick w/ freight	1,005	Cube	\$ 1,250.00	\$ 1,256.25
Grout	10	Bag	\$ 17.65	\$ 176.50
Sand	20	Bag	\$ 7.50	\$ 150.00
2"x6"x16' Lumber	3	EA	\$ 8.55	\$ 25.65
#4x20' Rebar	5	EA	\$ 6.95	\$ 34.75
Concrete	2	CY	\$ 156.00	\$ 312.00
TAX	9.20%			\$ 403.76
<b>SUBTOTAL</b>				\$ 4,792.46
<b>SUBCONTRACTOR</b>				
	NUMBERS	UNIT	UNIT PRICE	EXTENSION
TRUCK	4	HR	\$ 95.00	\$ 380.00
<b>SUBTOTAL</b>				\$ 380.00
<b>DIRECT LABOR</b>				\$ 1,364.00
<b>BURDEN (57.53%)</b>				\$ 784.71
<b>DIRECT LABOR MARKUP (15%)</b>				\$ 322.31
<b>MATERIALS</b>				\$ 4,792.46
<b>MATERIALS (15%)</b>				\$ 718.87
<b>SUBCONTRACTOR</b>				\$ 380.00
<b>SUBCONTRACTOR (10%)</b>				\$ 38.00
<b>EQUIPMENT</b>				\$ 1,999.44
<b>EQUIPMENT (10%)</b>				\$ 199.94
<b>BOND (1.2%)</b>				\$ 124.80
<b>SUBTOTAL</b>				\$ 10,724.53



Brick & Block Products, LLC

# ESTIMATE

P.O. Box 8707  
 Mandeville, LA 70470-8707  
 Jefferson 504-734-0234 Fax -734-0454  
 Mandeville 985-892-7567 Fax -892-7577

Date	Ticket #
12/20/2023	41009

[www.brickandblockproductsllc.com](http://www.brickandblockproductsllc.com)

Name / Address		Ship To	
CASH Command Construction 985-778-3484 Brad		Brad Command Constr 985-778-3484	

P.O. No.	Due Date	Rep	Project	Warehouse
	12/20/2023	DM		

Item	Description	Qty	Cost	Total
BackUpClosure	Back Up Closure (3 Cu @ 335 per cube) = 1,005 Closure Brick	1.005	1,050.00	1,055.25T
TypeNHolcim	Holcim Type N (45 bags per pallet)	10	17.65	176.50T
PKM	PakMix Commercial Fine Sand 100	20	7.50	150.00T
Delivery	Delivery Fee	1	200.00	200.00

Thank You for your business	<b>Subtotal</b>	\$1,581.75
Please note estimates are a courtesy to our customers and that all estimates are subject to verification by field measurement.	<b>Sales Tax (9.2%)</b>	\$127.12
	<b>Total</b>	\$1,708.87

Signature \_\_\_\_\_



# Cmsco, inc.

504.835.7319 • Fax 504.832.0820

Office/Warehouse  
1840 L & A Road  
Metairie, LA 70001

## QUOTATION

Quote Number: Barber Rd Casing

Quote Date: Dec 11, 2023

Page: 1

**Quoted To:**

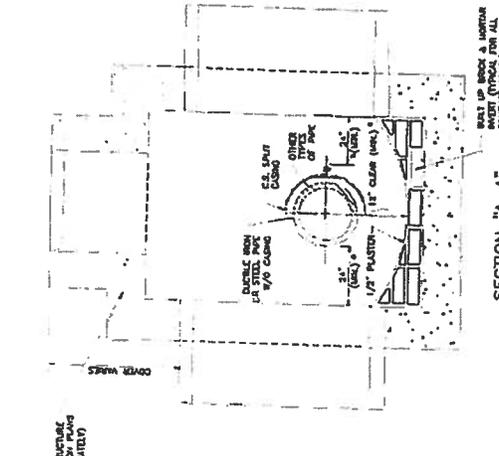
COMMAND CONSTRUCTION INDUSTRIES LLC  
68445 JAMES STREET  
MANDEVILLE, LA 70471  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
COMMAND	1/10/24	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
20.00	12GSC	12" Galvanized Split Casing Asphalt Coated *****	107.19	2,143.80
20.00	12GSC	12" Galvanized Split Casing Polymer Coated *****	278.75	5,575.00
1.00	24VFG	24" X 24" Cast Iron Frame & Grate	289.75	289.75

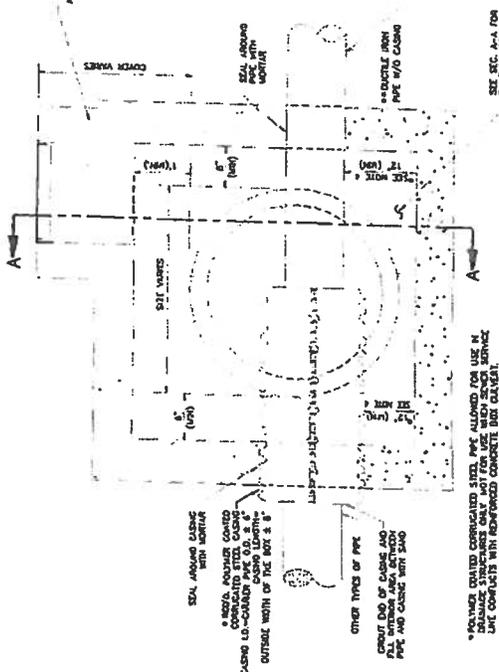
Notes: Pricing valid for 30 days from quote date unless otherwise indicated. Quotation is an estimate only and it is the responsibility of the contractor/customer/installer to verify that the materials and quantities are accurate and comply with the plans and specifications. Cmsco, inc. assumes no responsibility for additions/omissions of material or misinterpretation of plans and specifications. Freight charges apply to all material deliveries to jobsite. Local \$19, River Parish \$29, North Shore \$38

Subtotal	8,008.55
Sales Tax	736.79
Freight	
<b>TOTAL</b>	<b>8,745.34</b>



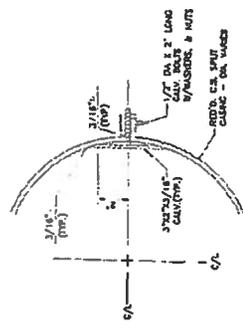
SECTION "A-A"

- CONFLICT NOTES:
1. SPLIT CASING SHALL BE PROVIDED COATED (POLY/EPDM) IN ACCORDANCE WITH AASHTO SPECIFICATIONS L-114, L-118 AND L-119 18 CASE.
  2. IF ANY OTHER TYPE OF CASING IS USED, THE UPPER END OF THE CASING SHALL BE PROTECTED BY A 1/2" PLASTER COATING TO THE APPROVAL OF THE PROJECT ENGINEER.
  3. ALL WATER LINES IN CONTACT BOX SHALL BE DUCTILE IRON PIPE. OTHER PIPE MATERIALS SHALL BE INSTALLED IN SPLIT CASING.
  4. CLEARANCES SHOWN ARE NOT FOR PROTECTIVE DESIGN PURPOSES, BUT ARE MINIMUM CLEARANCES TO BE MAINTAINED FOR PROTECTIVE DESIGN PURPOSES. THE MINIMUM CLEARANCE SHALL BE MAINTAINED TO THE CENTER OF THE CASING ON THE EXTERIOR OF THE CASING AND TO THE CENTER OF THE CASING ON THE INTERIOR OF THE CASING. ALL CLEARANCES SHALL BE MAINTAINED THROUGHOUT THE ENTIRE LENGTH OF THE CASING. ALL CLEARANCES AND APPROXIMATE CONTACT POINTS SHALL BE IDENTIFIED WITH AND SHOWN FOR THE OTHER LINES IN CONTACT.
  5. THE PROTECTED UPPER END OF INSTALLING SPLIT CASING IS TO HAVE THE FLANGES IN CONTACT WITH EACH OTHER AS SHOWN IN S.D. 1-1.



UTILITY LINE PROTECTION FOR DRAIN LINE CONFLICTS

- SCALE: N.T.S.
- CONFLICT NOTES:
1. POLYMER COATED CORRUGATED STEEL PIPE ALLOWED FOR USE IN DRAINAGE STRUCTURES ONLY. NOT FOR USE WITH SPLIT CASING. USE CONCRETE WITH REINFORCED CONCRETE FOR CASING.
  2. DUCTILE IRON PIPE MAY BE USED FOR SEWER SERVICE CONFLICTS PROVIDED THROUGH BRANZLE STRUCTURES AND MUST BE USED FOR CONFLICTS THROUGH THROUGH REINFORCED CONCRETE BOX CASING CONTACTS.



SPLIT CASING DETAIL

N.T.S.



**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 7

DATE OF ISSUANCE 01/10/2024 EFFECTIVE DATE 01/10/2024

Owner: St. Charles Parish

Contractor: Command Construction Industries, LLC.

Contract: \_\_\_\_\_

Project: Barber Road Bank Stabilization

Owner's Contract No.: P210702 Engineer's Contract No.: 365-021-001

ENGINEER: Richard C. Lambert Consultants, LLC

Contractor is directed to proceed promptly with the following change(s):

Description: Enter description of changes for Contractor.

Exploratory Excavation was started at station 116+50 by digging a hole that was 6' deep, 11' long, and 14' wide.

While excavating, a concrete pipe collar connecting a 36" pipe to a 24" pipe was found.

Once found, crew moved to driveway at station 121+00 to continue the exploratory excavation. The hole was

5'x7'x16'. A section of the driveway had to be removed, once removed, a box with a grate on top was found.

Attachments: (List documents supporting change) List of supporting documents.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 10,308.00 (Increase) [increase] [decrease]

Contract Time One (1) days [increase] [decrease]

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

<b>Recommended:</b>	<b>Limited Authorization By*:</b>	<b>Received:</b>
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)

Title: <u>Project Engineer</u>	Title: <u>Director Public Works</u>	Title: <u>MANAGING MEMBER</u>
Date: <u>01/16/2024</u>	Date: <u>01/30/2024</u>	Date: <u>1/16/2024</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION 00805  
WORK CHANGE DIRECTIVE**

**WORK CHANGE DIRECTIVE**

PROJ. NO. P210702
NAME BARBER ROAD BANK STABILIZATION

Change Order No. Six (7)

Date Initiated: January 10, 2024

Engineer's description, explanation, & estimated cost of proposed revision:

Page 1 of 1

In order to facilitate plans for local development, the Parish has opted to make changes / additions to the Project requirements that result in quantity changes to the following existing items:

Adjustment to Contract Total:

Increase NS-203-00006 - Exploratory Excavation-34.36CUYD to excavate areas at Sta. 121+00 and 116+50 to determine the existing utilities discovered during construction.

There is requested Increase In contract time of One (1) day due to the cost of the above changes.

The proceeds will necessitate the following changes in quantities (if space is not sufficient, use extra format):

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED (WCD #1 #2,#3,#4,#5, #6 & #7)		ORIGINAL (WCD #1,#2,#3,#4,#5, & #6)		DISTING QUANTITY	AMOUNT	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT			
001-01-00120	CLEARING AND GRUBBING	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
001-01-00130	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
004-02-00100	EXCAVATION AND EMBANKMENT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
004-03-00100	TEMPORARY HAY OR STRAW BALES	EACH	\$ 10.00	75.0	\$750.00	75.0	\$750.00		\$0.00	
004-05-00100	TEMPORARY SILT FENCING	LIN. FT.	\$ 5.00	3,237.0	\$16,185.00	3,237.0	\$16,185.00		\$0.00	
002-01-00120	ASPHALT CONCRETE	TON	\$ 280.00	1,699.0	\$475,720.00	1,699.0	\$475,720.00		\$0.00	
006-01-00100	MIXING ASPHALT PAVEMENT (1 1/2" CK)	SQ. YD.	\$ 5.00	8,617.0	\$43,085.00	8,617.0	\$43,085.00		\$0.00	
701-01-00100	18" STORM DRAIN PIPE (CPP/DW)	LIN. FT.	\$ 150.00	149.0	\$37,250.00	149.0	\$37,250.00		\$0.00	
701-03-00100	24" STORM DRAIN PIPE (CPP/DW)	LIN. FT.	\$ 350.00	242.0	\$84,700.00	242.0	\$84,700.00		\$0.00	
701-03-00100	12" STORM DRAIN PIPE (CPP/DW)	LIN. FT.	\$ 450.00	136.0	\$61,200.00	136.0	\$61,200.00		\$0.00	
701-03-00100	48" STORM DRAIN PIPE (CPP/DW)	LIN. FT.	\$ 550.00	48.0	\$26,400.00	48.0	\$26,400.00		\$0.00	
701-03-00100	24" BECP (EXTENSION)	LIN. FT.	\$ 350.00	13.0	\$4,550.00	13.0	\$4,550.00		\$0.00	
702-02-00100	DRAIN MANHOLE	EACH	\$ 7,500.00	1.0	\$7,500.00	1.0	\$7,500.00		\$0.00	
702-03-00100	24"x24" DRAIN INLET	EACH	\$ 5,000.00	6.0	\$30,000.00	6.0	\$30,000.00		\$0.00	
702-04-00100	ADJUSTING MANHOLES	EACH	\$ 500.00	6.0	\$3,000.00	6.0	\$3,000.00		\$0.00	
702-04-00100	ADJUSTING DRAIN INLETS	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00	
701-01-00100	R.P RAP (30 LB, 14" THICK)	SQ. YD.	\$ 100.00	354.3	\$35,433.00	354.3	\$35,433.00		\$0.00	
713-01-00100	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
723-01-00100	MOBILIZATION / DEMOBILIZATION	LUMP SUM	\$ 275,000.00	1.0	\$275,000.00	1.0	\$275,000.00		\$0.00	
733-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	\$ 25.00	7.0	\$175.00	7.0	\$175.00		\$0.00	
743-01-00100	HYDRO-SEEDING	ACRE	\$ 3,500.00	2.2	\$7,553.00	2.2	\$7,553.00		\$0.00	
743-01-00100	CONSTRUCTION LAYOUT	LUMP SUM	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
743-01-00100	ADJUST WATER VALVE	EACH	\$ 500.00	4.0	\$2,000.00	4.0	\$2,000.00		\$0.00	
743-02-00100	BLEAST-ON VALVE (8")	EACH	\$ 15,000.00	1.0	\$15,000.00	1.0	\$15,000.00		\$0.00	
75-743-00100	8" WATER LINE OFFSET	EACH	\$ 10,000.00	3.0	\$30,000.00	3.0	\$30,000.00		\$0.00	
803-03-00001	EXPLORATORY EXCAVATION	CU. YD.	\$ 300.00	74.4	\$22,308.00	40.0	\$12,000.00	34.36	\$10,308.00	
8-023	FIBER REINFORCED POLYMER (FRP) SHEET PILE	SQ. FT.	\$ 35.00	27,702.0	\$969,570.00	27,702.0	\$969,570.00		\$0.00	
8-008	PRE-CONSTRUCTION VIDEO	LUMP SUM	\$ 25,000.00	1.0	\$25,000.00	1.0	\$25,000.00		\$0.00	
8-003	STEEL SHEET PILE PENETRATION	LUMP SUM	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00	
9-004	DRAINAGE STABILIZATION WALLS	EACH	\$ 1,000.00	12.0	\$12,000.00	12.0	\$12,000.00		\$0.00	
9-005	FRP COMPOSITE WALL	LIN. FT.	\$ 125.00	1,458.0	\$182,250.00	1,458.0	\$182,250.00		\$0.00	
9-006	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	CU. YD.	\$ 10.00	1,523.0	\$15,230.00	1,523.0	\$15,230.00		\$0.00	
9-007	REBUILD SANITARY SEWER CONFLICT BOX	EACH	\$ 5,000.00	1.0	\$5,000.00	1.0	\$5,000.00		\$0.00	
9-008	RELOCATION OF INFRASTRUCTURE	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
9-009	WATER LINE CROSSING (8" DUCTILE IRON)	LUMP	\$ 50,000.00	1.0	\$50,000.00	1.0	\$50,000.00		\$0.00	
9-010	PAVEMENT PATCHING	SQ. YD.	\$ 75.00	2,307.0	\$173,025.00	2,307.0	\$173,025.00		\$0.00	
9-011	HEADWALL WITH SLOTTED WALLS	EACH	\$ 30,000.00	1.0	\$30,000.00	1.0	\$30,000.00		\$0.00	
9-023-010	FIBER REINFORCED POLYMER (FRP) SHEET PILE - 11/2" FILTER STORED	SQ. FT.	\$ 1.23	27,702.0	\$34,073.46	27,702.0	\$34,073.46		\$0.00	
9-023-020	FIBER REINFORCED POLYMER (FRP) SHEET PILE - SHEET PILE STORED	SQ. FT.	\$ 18.75	27,702.0	\$519,412.50	27,702.0	\$519,412.50		\$0.00	
00-0-000	REMOVE AND REPLACE EXISTING CONCRETE DRIVE	SQ. YD.	\$ 136.24	54.0	\$6,276.96	54.0	\$6,276.96		\$0.00	
000-000	DRAIN MANHOLE FRAME AND COVER	EACH	\$ 0.00	0.0	\$0.00	0.0	\$0.00		\$0.00	
000-000	CONFLICT BOX	EACH	\$ 10,724.53	1.0	\$10,724.53	1.0	\$10,724.53		\$0.00	
					Stored Material		\$553,485.96			
Additional contract days requested: <u>One (1)</u>			Amount of over run and under run	\$10,308.00	TOTAL	\$2,963,885.49	TOTAL	\$2,953,577.49	Total	\$10,308.00

**RESIDENT INSPECTOR'S DAILY PHOTO LOG**

**Date:** 12/12/2023

**Project Number:**

**P210702**

**Project Name:** Barber Road Bank Stabilization

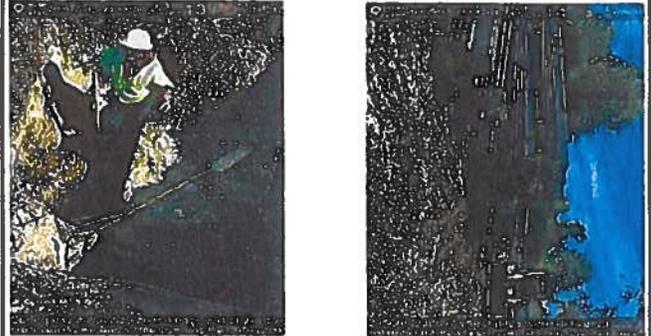
**Project Engineer:** Arthur Ledet, Richard C. Lambert Consultants, L.L.C.

**PHOTO NO. 1 & 2**



Exploratory Excavation @ Sta. 116+50. Existing pipe collar discovered

**PHOTO NO. 3 & 4**



Exploratory Excavation @ Sta. 116+50. FRP Sheet piles delivered.

**PHOTO NO. 5**



Exploratory Excavation @ Sta. 121+00

**PHOTO NO. 6**



Exploratory Excavation @ Sta. 121+00. 450 Barber Rd.

**PHOTO NO. 7**

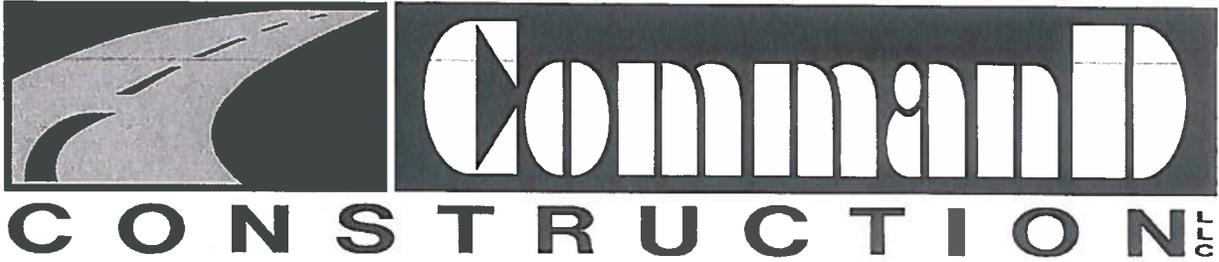


Exploratory Excavation @ Sta. 121+00. Existing D.I. discovered

**PHOTO NO. 8**



Exploratory Excavation @ Sta. 121+00. Existing DL looking from outfall at the Canal side.



January 5, 2024

RCL Consultants  
Mandeville, LA  
Attn: Arthur Ledet

Re: Barber Road Stabilization Project  
COR Brick up box at STA 116+50  
CO-7

Dear Mr. Ledet,

Command Construction is submitting this COR to cover all additional costs for all labor, equipment, and materials used to complete the work to brick up the box 6" below existing ground to allow flow into the catch basin at STA 116+50.

**Please create a change order to cover \$ 3,667.20 Lump Sum and add 1 calendar day to the project.**

See attached.

Regards,

Scott Kuepferle- VP/ Construction Services  
Command Construction, LLC  
68445 James Street  
Mandeville, LA 70471

Cc: Derek Commander – Managing Member  
Christian Commander- Operations Manager  
Bradley Cieslinski- Asst Project Manager  
Project Files

68445 James Street  
Mandeville, LA 70471  
(504) 887-8795 Phone (504) 887-8906 Fax



**Barber Road Bank Stabilization**

BRICK UP BOX @ STA 116+50

<b>LABOR</b>				
	<b>NUMBER</b>	<b>HOURS</b>	<b>RATE</b>	<b>EXTENSION</b>
FINISHER/BRICK LAYER	3	8	\$ 24.00	\$ 720.00
<b>SUBTOTAL</b>				<b>\$ 720.00</b>
<b>EQUIPMENT</b>				
	<b>NUMBER</b>	<b>HOURS/ DAY</b>	<b>RATE</b>	<b>EXTENSION</b>
420 RT BACKHOE	1	4	\$ 75.48	\$ 301.92
<b>SUBTOTAL</b>				<b>\$ 301.92</b>
<b>MATERIALS</b>				
	<b>NUMBERS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
Brick w/ freight	1.005	Cube	\$ 1,250.00	\$ 1,256.25
Grout	10	Bag	\$ 17.65	\$ 176.50
Sand	20	Bag	\$ 7.50	\$ 150.00
TAX	9.20%			\$ 145.61
<b>SUBTOTAL</b>				<b>\$ 1,728.36</b>
<b>SUBCONTRACTOR</b>				
	<b>NUMBERS</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>SUBTOTAL</b>				<b>\$ -</b>
DIRECT LABOR				\$ 720.00
BURDEN (57.53%)				\$ 414.22
DIRECT LABOR MARKUP (15%)				\$ 170.13
MATERIALS				\$ 1,728.36
MATERIALS (15%)				\$ 259.25
SUBCONTRACTOR				\$ -
SUBCONTRACTOR (10%)				\$ -
EQUIPMENT				\$ 301.92
EQUIPMENT (10%)				\$ 30.19
BOND (1.2%)				\$ 43.13
				<b>\$ 3,667.20</b>



Brick & Block Products, LLC

# ESTIMATE

P.O. Box 8707  
 Mandeville, LA 70470-8707  
 Jefferson 504-734-0234 Fax -734-0454  
 Mandeville 985-892-7567 Fax -892-7577

Date	Ticket #
12/20/2023	41009

[www.brickandblockproductsllc.com](http://www.brickandblockproductsllc.com)

Name / Address	Ship To
CASH Command Construction 985-778-3484 Brad	Brad Command Constr 985-778-3484

P.O. No.	Due Date	Rep	Project	Warehouse
	12/20/2023	DM		

Item	Description	Qty	Cost	Total
BackUpClosure	Back Up Closure (3 Cu @ 335 per cube) = 1,005 Closure Brick	1.005	1,050.00	1,055.25T
TypeNHolcim	Holcim Type N (45 bags per pallet)	10	17.65	176.50T
PKM	PakMix Commercial Fine Sand 100	20	7.50	150.00T
Delivery	Delivery Fee	1	200.00	200.00

Thank You for your business

<b>Subtotal</b>	\$1,581.75
<b>Sales Tax (9.2%)</b>	\$127.12
<b>Total</b>	\$1,708.87

Please note estimates are a courtesy to our customers and that all estimates are subject to verification by field measurement.

Signature \_\_\_\_\_



# 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 #:** 2024-0091    **Version:** 1    **Name:** Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation Project (Project No. S211203)

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Stuart Consulting Group, Inc., for engineering services for the Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$46,090.50.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0091 S211203 EB LS Amend #1 Legal](#)  
[2024-0091 Attachment C-1](#)  
[2024-0091 Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR EASTBANK LIFT STATIONS  
REHABILITATION**

THIS AMENDMENT NO. 1 is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024;

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

**STUART CONSULTING GROUP, INC.**, represented herein by Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On February 7, 2022, the St. Charles Parish Council adopted Ordinance No. 22-2-6 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc., to perform engineering services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$213,780.00; and,

WHEREAS, On November 20, 2023, the St. Charles Parish Council adopted Ordinance No. 23-11-10 to authorize a Contract between St. Charles Parish and Industrial & Mechanical Contractors, Inc., for construction services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the amount of \$1,587,000.00; and,

WHEREAS, On January 12, 2024, St. Charles Parish Council entered into an Agreement with Alpha Testing and Inspection, Inc., for testing services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$7,500.00; and,

WHEREAS, the one and only bid opened on October 10, 2023, came in substantially over the initial cost estimate, justifying an increase in engineering and construction management fees for the design consultant Stuart Consulting Group, Inc.; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$46,090.50 to complete the work, bringing the total contract value to \$259,870.50.

**ATTACHMENT “C” PROJECT COMPENSATION**

**Delete entire Attachment “C” and replace with the attached.**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witnesses:

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

**ST. CHARLES PARISH**

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

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

**STUART CONSULTING GROUP, INC.**

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

By: \_\_\_\_\_  
Thomas J. Martin, Jr., P.E.  
President/Director

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

**ATTACHMENT “C”  
PROJECT COMPENSATION**

EASTBANK LIFT STATIONS REHABILITATION  
Project No. (S211203)

OWNER shall pay ENGINEER 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 \$110,500.00 based on the following estimated distribution of compensation:

Phase	Initial Contract Fee	Amendment No. 1	Total Fee
Preliminary Design Phase (~25%)	\$33,150.00	\$8,301.00	\$41,451.00
Final Design Phase (~40%)	\$44,200.00	\$12,706.50	\$56,906.50
Bid Phase (~10%)	\$5,525.00	\$9,891.00	\$15,416.00
Construction Phase (~25%)	\$27,625.00	\$15,192.00	\$42,817.00
Total Fee	\$110,500.00	\$46,090.50	\$156,590.50

- b. ENGINEER may 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 ENGINEER’s services under Attachment A will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER’s CONSULTANT’s charges.
- d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER’s CONSULTANT’s charges.
- e. ENGINEER’s Standard Hourly Rates are attached to this Agreement as Appendix A.

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

a. Surveying	\$11,980.00
1. Wildcat Lane	\$4,660.00
2. East Street	\$3,660.00
3. Clayton Street	\$3,660.00
b. Geotechnical Investigation	\$5,800.00

OWNER shall pay ENGINEER for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if any, under Attachment A, the Hourly Rate 'Not to Exceed' amount of \$85,500. The Hourly Rate includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Hourly Rate to account for labor costs, overhead, profit, and expenses related to the Resident Project Representative's Services.
2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 60-day construction schedule.

## Attachment C-1

## Stuart Consulting Group, Inc.

## Standard Rates (2021)

<b>Classification</b>	<b>Rate</b>
Accountant	\$ 178.00
Administrator	\$ 103.00
Administrative Assistant	\$ 66.00
Assistant Project Manager	\$ 134.00
CAD Designer	\$ 110.00
Construction Manager	\$ 114.00
Construction Representative	\$ 89.00
Debris Monitor	\$ 64.00
Debris Program Manager	\$ 121.00
Document Control Specialist	\$ 118.00
Drafter	\$ 94.00
Engineer I	\$ 120.00
Engineer II	\$ 131.00
Engineer III	\$ 146.00
Engineer IV	\$ 178.00
Engineer V	\$ 211.00
Engineer VI	\$ 257.00
Engineer VII	\$ 281.00
Engineer VIII	\$ 365.00
GIS Analyst	\$ 117.00
Grant Specialist	\$ 154.00
Intern	\$ 61.00
IT Technician	\$ 150.00
Mitigation Specialist	\$ 182.00
Operations Manager	\$ 79.00
Principal	\$ 358.00
Program Manager	\$ 229.00
Project Manager	\$ 209.00
Resident Inspector	\$ 83.00
Senior CAD Designer	\$ 149.00
Senior Construction Manager	\$ 160.00
Senior GIS Analyst	\$ 156.00
Senior Program Manager	\$ 264.00
Senior Project Manager	\$ 244.00
Senior Resident Inspector	\$ 94.00
Senior Surveyor	\$ 150.00
Surveyor	\$ 130.00

**CORPORATE RESOLUTION**  
**BOARD OF DIRECTORS**  
**OF**  
**STUART CONSULTING GROUP, INC.**

EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

AT THE QUARTERLY MEETING of the Board of Directors of Stuart Consulting Group, Inc., duly called to order and held on October 5, 2023, a quorum being there present, on motion duly made by Martin and seconded by Fenner (3 YEAS, 0 NAYS);

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., PE – President/Director and Christopher Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Louisiana** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

IT WAS ALSO RESOLVED THAT: Martin J. Cristofaro, PE – Vice President and Christopher A. Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Texas** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

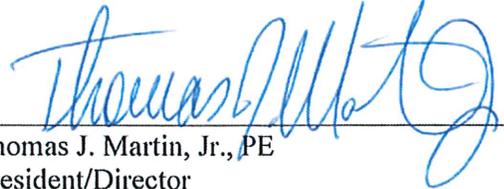
I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.



\_\_\_\_\_  
Christopher A. Fenner, PE  
Vice President/Secretary

Date: October 5, 2023

Witnessed by:



\_\_\_\_\_  
Thomas J. Martin, Jr., PE  
President/Director

Date: October 5, 2023



# 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 #:** 2024-0092    **Version:** 1    **Name:** Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201)

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with G.E.C., Inc., to perform engineering services for the Hahnville WWTP Capacity Upgrades (Project No. S240201), in the amount not to exceed \$107,500.00.

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

**Indexes:**

**Code sections:**

**Attachments:** [2024-0092 2023 11 09 Professional Services Agreement + Attachments \(PW Edit 11.15.23\) Legal](#)  
[2024-0092 Attachment C-1 - GEC Rate Sheet](#)  
[2024-0092 Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 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 G.E.C., Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HAHNVILLE WWTP CAPACITY UPGRADES Project No. S240201 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:

HAHNVILLE WWTP CAPACITY UPGRADES  
Project No. S240201

2.2 The Project consists 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, if applicable, 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 are 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 are, 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 subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

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

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

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

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

**17.0 OTHER**

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

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

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESSES:

G.E.C., Inc.

\_\_\_\_\_

\_\_\_\_\_  
By: Many Heymann, Vice President of  
Operations

\_\_\_\_\_

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

## ATTACHMENT “A”

### HAHNVILLE WWTP CAPACITY UPGRADES

Project No. S240201

#### Project Scope:

Review and analyze potential solutions to increase capacity at the Hahnville Wastewater Treatment Plant (WWTP), specifically within the existing clarifiers via equipment installation.

Along with the generic scope of the Conceptual Phase, the CONSULTANT shall complete the following tasks that will then be described in detail in the Conceptual Report:

- Obtain and review existing as-built information
- Visit the plant as necessary
- Review proposed equipment upgrades and improvements
- Meet with various equipment suppliers of the proposed equipment
- Analysis of existing and proposed plant processes with implementation of proposed equipment options
- Existing electrical system review, assessment and analysis for proposed upgrades
- Prepare both a Preliminary and Final Conceptual Report, Preliminary Report to be reviewed by OWNER and comments/revisions made by CONSULTANT to generate Final Report
- Prepare planning stage cost estimates
- Louisiana Department of Environmental Quality (LDEQ) Loan review and assistance on an as-needed basis

#### CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.

- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
  - 1. Opinion of probable Construction Cost;
  - 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
  - 3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

**PART 1 – BASIC SERVICES**

**A. PRELIMINARY DESIGN PHASE**

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.

- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

**B. FINAL DESIGN PHASE**

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments

regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

## **PART 2 – ADDITIONAL SERVICES**

### **A. SURVEY (IF NEEDED)**

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

#### **Data Collection and Processing:**

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

#### **Project Control:**

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in

its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.

3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010
  - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
  - g. Orthometric Height – Z (Feet)
  - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
  - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
  - j. Horizontal and vertical accuracy
  - k. Units
  - l. Scale factor

**B. GEOTECHNICAL INVESTIGATION (IF NEEDED)**

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT

developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources
7. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
  - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
  - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT “B”**

**HAHNVILLE WWTP CAPACITY UPGRADES  
Project No. S240201**

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>
Conceptual Design Phase	120
Preliminary Design Phase	60
Final Design Phase	90
Bid Phase	45
Construction Phase	TBD

**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 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”**

**HAHNVILLE WWTP CAPACITY UPGRADES  
Project No. S240201**

OWNER shall pay CONSULTANT a Lump Sum amount of \$100,000.00 for the Work on the Conceptual Phase Report portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum amount is to be broken down as follows:
  - 1. Preliminary Conceptual Report \$75,000.00
  - 2. Final Conceptual Report \$25,000.00
- b. The Lump Sum includes compensation for CONSULTANT’s services and services of CONSULTANT’s SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- c. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Loan Application Review and Assistance for the current loan the OWNER has with Louisiana Department of Environmental Quality (LDEQ), in the amount of \$7,500.00, to be billed based on the hourly rates as listed in Attachment C-1.

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 \$TBD based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (30%) \$TBD
  - 2. Final Design Phase (40%) \$TBD
  - 3. Bid Phase (5%) \$TBD
  - 4. Construction Phase (25%) \$TBD
- 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.

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

- a. Surveying (if needed) \$TBD
- b. Geotechnical Investigation (if needed) \$TBD
- c. Permitting \$TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

- 1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

**ATTACHMENT “D”**

**HAHNVILLE WWTP CAPACITY UPGRADES  
Project No. S240201**

**Compliance Provisions for Federally Assisted Professional Services Contracts**

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**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where

proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs and activities receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design, device, or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor 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.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
  
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or

indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this

contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a

conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELE-COMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”



<b>G.E.C., Inc. Rate Sheet</b>	
Administrative	\$ 87.00
Biologist	\$ 86.00
CADD Drafter	\$ 70.00
CADD Technician	\$ 92.00
CADD Operator	\$ 128.00
Clerical	\$ 84.00
Engineer	\$ 149.00
Sr. Civil Engineer	\$ 154.00
Electrical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 165.00
Environmental Professional	\$ 129.00
Environmental Project Manager	\$ 210.00
GIS Analyst	\$ 92.00
Inspector	\$ 82.00
Inspector - Certified	\$ 86.00
Inspector - Lead	\$ 94.00
ITS Technician - Lead	\$ 100.00
Pre-Professional	\$ 100.00
Principal	\$ 258.00
Project Office Manager	\$ 94.00
Supervisor - Engineer	\$ 210.00
Supervisor - Other	\$ 218.00
Technician - Senior	\$ 125.00

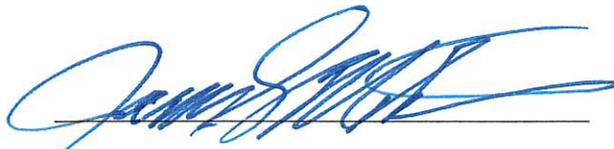
**-RESOLUTION-**

BE IT RESOLVED by the Board of Directors of G.E.C., Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, Louisiana, Parish of East Baton Rouge that Many Heymann, Vice President of Operations of the Corporation be, and is hereby authorized and empowered to execute any and all proposals and contracts for the Division on behalf of the Corporation.

**-CERTIFICATE-**

I, James S. Mitchell, Secretary of G.E.C., Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said Corporation at a meeting hereof legally held on the 13th Day of January 2023, that said resolution is duly entered into the records of said Corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand of said Corporation this 9<sup>th</sup> day of February, 2024.

  
James S. Mitchell, Corporate Secretary



# 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 #:** 2024-0093    **Version:** 1    **Name:** Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

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

**File created:** 2/19/2024    **In control:** Parish Council

**On agenda:** 3/4/2024    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the Parish President to execute a Lease Agreement with Jackie Bee Investments, LLC, to temporarily house the Clerk of Court, Tax Collections and Licenses offices.

**Sponsors:** Matthew Jewell, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2024-0093 2024 02 19 Final](#)

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
2/19/2024	1	Parish President	Introduced	

# Commercial Lease

## **I. Parties**

Jackie Bee Investments, LLC, a Louisiana Limited Liability Company represented by Corporate Realty Leasing Co., Inc. (hereinafter referred to, whether one or more, as “Lessor”) hereby Leases to St. Charles Parish (hereinafter referred to, whether one or more, as “Lessee”), that certain space located at 15 Dufresne Loop, Luling, Louisiana 70070 (“Leased Premises”). The total square footage of the Leased Premises is 7,035 S.F., as depicted on the building plan attached hereto as Exhibit “A”. The term “Building” shall mean the building located at 15 Dufresne Loop, Luling, Louisiana, 70070 inclusive of adjoining parking areas.

## **II. Term**

The primary term of this Lease is for a period of **8 Months** and shall begin March 1, 2024, or the date that the Leased Premises are vacated by the last of the current tenants who are St. Charles Parish Government and St. Charles Parish Sheriff’s office, whichever occurs last (the “Commencement Date”), and expire on October 31, 2024 (such period, the “term” or Term”). Prior to the expiration of the Lease term and/or holdover, Lessee shall provide Lessor forty-five (45) days’ written notice of its intent to vacate the Leased Premises. Lessor will deliver possession of the Leased Premises to Lessee on the Commencement Date.

## **III. Rental and Place of Payment**

The Lease is made for and in consideration as follows:

**Monthly Rental** **\$11,000.00/Month** (\$18.76/SF/Year fully serviced)  
(includes all utilities costs)

Rental payments will remain the same during the entire primary term of this Lease. The first rental payment will be due March 1, 2024. All subsequent rental payments are due on the 1<sup>st</sup> of each month for each succeeding calendar month throughout the term of this Lease.

All rental payments are to be made out to **Jackie Bee Investments, and mailed to Corporate Realty Inc., 1450 Poydras Street, Suite 404, New Orleans, Louisiana 70112.** All rental amounts due under this Lease shall be payable monthly in advance and shall be payable on the first of each month. All payments of rent shall be made as set forth herein. Any rent payment not received by the tenth of the month shall be considered delinquent, and Lessee agrees to pay to Lessor \$75.00 per day for each day that the rent is delinquent.

## **IV. Utility Charges**

Lessor shall pay all charges for electricity, natural gas, water, and sewerage consumed on and furnished to the Leased Premises, including those used for air-conditioning and heating purposes, as well as costs of garbage collection costs.

## **V. Use of Premises**

Lessee shall use the Leased Premises as a public clerk of court office, and related uses, consistent with all applicable zoning and other governmental regulations. The Leased Premises shall not be used for any unlawful purpose, or any purpose which would damage or depreciate the building, normal wear and tear accepted. Any hazardous materials or other such items stored in or on the Leased Premises shall be done in compliance with all local and state environmental laws and regulations. Lessee will be solely responsible for the costs of any cleanup related to such items and shall fully indemnify Lessor from any liability from same.

## **VI. Property Condition**

Lessor warrants that all building systems (HVAC, plumbing, electrical, etc.) are in good working condition as of the execution of this Lease. Lessee accepts the property in its “as is where is” condition as of the execution date of this Lease.

## **VII. Lessee’s Tax Responsibility**

Before delinquency, Lessee shall pay for all personal property taxes assessed, if any, during the term of the Lease on and against all inventory, furniture, trade fixtures, apparatus, equipment, or personal property placed by Lessee on the Leased Premises (jointly the “Moveable Items”) and for no other taxes related to the Leased Premises or the Building. It is the intent of the parties that Lessee shall be responsible for all taxes on any moveable items in the Leased Premises placed in same during the term of this Lease and any extensions

thereof. Lessor shall be solely responsible for the payment of all real property taxes and assessments on the Leased Premises and the Building.

### **VIII. Insurance**

At all times during the term of this Lease and as part of the consideration for this Lease, Lessee shall provide and maintain, at Lessee's expense, in favor of Lessee as the insured Comprehensive General Liability Insurance with combined single minimum limits of not less than \$1,000,000 per occurrence and an aggregate of not less than \$3,000,000.00 for bodily injury and property damage liability.

If possible, the policy providing such insurance shall name Lessor as additional insured and a certificate or verification of insurance, evidencing such insurance, shall be delivered to the Lessor within seven (7) days after the execution of this Lease. Thereafter, all renewals thereof are to be delivered to Lessor at least five (5) business days in advance of the expiration date of the existing policy or policies.

The foregoing insurance shall be carried with a responsible insurance company authorized to transact business in the State of Louisiana. Lessee shall deliver to Lessor written verification evidencing such insurance in form reasonably acceptable to Lessor, provided that if the Leased Premises are mortgaged during the period of this Lease, such verification shall be delivered to the mortgagee, if requested by the mortgagee.

In the event Lessee should, for any reason whatsoever, fail to keep the Leased Premises insured or fail to deliver to Lessor, as aforesaid, the certificate or verification of insurance and the renewals thereof, then Lessor, if it so elects, may itself have such insurance effected in such amounts and in such companies as Lessor may deem proper and may pay the premiums. The Lessee covenants and agrees that, within five (5) days after payment and demand therefore by Lessor, Lessee shall immediately repay the amount so paid by Lessor as premiums, together with legal interest thereon, from date of such payment until said amount is repaid.

Lessor shall carry at Lessor's sole cost, Comprehensive General Liability Insurance with combined single minimum limits of not less than \$500,000 per occurrence and an aggregate of not less than \$1,000,000.00 for bodily injury, and Property Damage (Wind, Hail, and Fire) insurance on the building in amounts not less than its replacement value.

Notwithstanding any other provision of this Lease, Lessor and Lessee hereby waive and mutually release each other from any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (whether or not such loss or damage is caused by the fault or sole or concurrent negligence of the other party), to their respective property, the premises, its contents or to any other portion of the premises arising from any risk that is covered by any insurance required to be carried under this Lease. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against either Lessor or Lessee.

### **IX. Repairs/Maintenance**

Lessor warrants that all electrical, mechanical, and plumbing systems are in working order as of commencement date of the Lease. Lessor will be responsible for maintenance and repair of the building exterior, structure, mechanical, and electrical, as well as plumbing systems and fixtures, including any building systems serving the Leased Premises exclusively (subject to Lessor's warranties) unless such repair was necessitated because of an act or omission on the part of Lessee. Lessor shall maintain the non-structural day-to-day portions of the interior of the Leased Premises in good repair and condition, ordinary wear and tear excepted. Lessee will be responsible for repair and maintenance of all floor, wall, and ceiling surfaces (unless damaged because of Lessor's use and/or negligence), as well as the replacement of any windows or plate glass. Lessee will also be responsible for interior electrical maintenance, HVAC cleaning and maintenance, regular changing of HVAC filters, light bulb replacement supplying, mounting, and annual inspection of fire extinguishers required by Louisiana State Fire Marshall's Office. Lessor will be responsible for air conditioning and heating replacement. Lessor, at its sole cost, will also be responsible for maintenance, repair, and replacement of (i) the property's common areas (parking areas, driveways, landscaping, parking area lighting, fences, etc.), (ii) all building systems, and (iii) the building's roof (structure and membrane), structural components, roof, exterior walls and doors, floor slab and below floor plumbing systems. At the termination of this Lease, Lessee shall return the Leased Premises to Lessor, in like order and condition as received, broom clean and free from trash, ordinary decay, wear and tear and casualty accepted, and shall deliver the keys to the Leased Premises to Lessor.

### **X. Indemnification**

Lessee shall indemnify, protect, save and hold harmless the Lessor, their agents, successors, and assigns from and against all reasonable losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of Lessee's use, interior condition or Lessee's operation of the Leased Premises; provided however, that Lessee will not be liable for Lessor's negligence and/or intentional torts, or

for costs resulting from the failure of the Leased Premises to comply with building code or other legal requirements; nor shall Lessee be liable for the economic consequences to Lessor of Lessee's lawful and rightful use and operation of the Leased Premises in accordance with this Lease. Lessor agrees to indemnify, protect, save and hold harmless the Lessee, its agents, successors, and assigns, from any liability arising from injury to persons, or damage to property in, on, or around the Leased Premises, occasioned by the willful act or neglect of the Lessor or their agents, servants, employees, successors, and assigns.

#### **XI. Alterations or Additions by Lessor and Lessee**

Lessee, with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may make at their sole costs, alterations and/or additions to the Leased Premises and such improvements, other than moveable trade items, shall become the property of Lessor upon termination of this Lease, without compensation therefore to Lessee.

#### **XII. Public Authorities**

Lessor warrants, that on the commencement day of the Lease, the Leased Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities ("Applicable Law"); and, that during the term of the Lease, Lessor shall comply with all applicable laws regarding the building. After commencement of the Lease, Lessee shall comply with all applicable laws relating to the Leased Premises and Lessee's use and occupancy thereof.

#### **XIII. Signs by Lessee**

Subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed, Lessee shall have the right to erect and maintain signs advertising Lessee's business on the interior and exterior of the Leased Premises, provided that such signs shall be erected and maintained in accordance with the rules and regulations of the properly constituted authorities. Lessee shall remove all such signs at the expiration of this Lease and shall repair any damage to the Leased Premises caused by the erection, maintenance, or removal thereof. Lessor agrees that the Lessee will have signage space on the marquee in the front of the building.

#### **XIV. Entry by Lessor**

Lessor shall have the right upon Eight (8) Hours verbal notice during normal business hours, except in case of emergency, to enter the Leased Premises at all reasonable times for the purpose of inspecting the same or showing same to prospective renters or purchasers so long as Lessor does not interfere with Lessee's business operations.

#### **XV. For Sale and For Rent Signs - Inspection by Prospects**

Lessor shall have the right to place the usual "For Sale" sign on the Leased Premises at any time during the term of this Lease and the usual "For Rent" sign on the Leased Premises during the last sixty (60) days of the term of this Lease, or any option period, assuming Lessee does not exercise its option to renew. Such signs shall not unreasonably detract from the image of the building or cover any doors or windows to the Leased Premises. Subject to Article XIV above, Lessee agrees to allow persons authorized by Lessor to inspect the Leased Premises during the term of the Lease or any option period with the view of purchasing the same, and during the last sixty (60) days of the term of this Lease with the view of renting the same, such inspections Monday through Friday between 9:00 a.m. and 5:00 p.m. and upon prior reasonable notice, provided that an employee or representative of Lessee must accompany persons during any such inspections so long as Lessor does not interfere with Lessee's business operations.

#### **XVI. Surrender of Possession**

Upon expiration or termination of this Lease, Lessee shall surrender possession of the Leased Premises immediately to Lessor. Any holding over by Lessee shall not operate, except by written agreement, to extend or renew this Lease, but in such case, Lessor may terminate Lessee's occupancy at once or may consider such occupancy to be from month to month; and Lessee in the event of such holding over without Lessor's consent, shall pay 1.5 times the rent stipulated in this Lease, together with such loss or damage as may be caused to Lessor by such holding over.

## **XVII. Subleasing or Assignment**

Notwithstanding any provision of this Lease to the contrary Lessee may sublet all or any portion of the Leased Premises or assign the Lease to any entity that, directly or indirectly, controls Lessee, is controlled by Lessee, or is under common control with Lessee or to the purchaser of all or substantially all the assets of Lessee, all without the consent of Lessor. Further, neither the merger or consolidation of Lessee with another entity (and whether or not Lessee is the surviving entity) nor the transfer of any direct or indirect interest in or control of Lessee, whether in connection with a public offering of the equity interests of Lessee, a private sale thereof, or otherwise, shall be an assignment or other transfer requiring Lessor's consent. Except as provided above, Lessee may not assign the Lease or sublet the Leased Premises without Lessor's prior written consent, which consent will not be unreasonably withheld conditioned or delayed.

## **XIII. Auction or Other Sales**

No auction sales or other sales not in the ordinary course of Lessee's business shall be conducted on the Leased Premises, without the prior written consent of Lessor.

## **XIX. Damage by Fire or Other Casualty**

Lessee shall give Lessor immediate notice of any damage to the Leased Premises caused by fire or other casualty. If the Leased Premises or the Building is damaged by fire or other casualty to such an extent that same can be not repaired within a period of ninety (90) days, Lessee may cancel and terminate this Lease.

Unless Lessor notifies Lessee in writing within a period of ninety (90) days after the occurrence of the fire or other casualty that it does not intend to rebuild or repair, it shall then be obligated to rebuild or repair. All work of repairing or rebuilding shall be performed with reasonable promptness, due allowance being made for reasonable delay which may arise by reason of adjustment of loss under insurance policies on the part of Lessor or Lessee and for reasonable delay on account of strike, lockout, governmental regulation, or other cause beyond Lessor's control. Lessee shall be entitled to a remission of rent for any period during which the Leased Premises are wholly unfit for occupancy and to such reduction of rent as shall be just and proportionate for any period during which Lessee is partially excluded from occupancy, such reduction to be in proportion to the extent to which the Leased Premises are unfit for occupancy. If Lessor elects to cancel by giving notice to Lessee within the ninety (90) day period hereinabove provided, this Lease shall thereupon terminate and expire as of the date of the occurrence of the fire or other casualty and all rents shall be prorated to such date and Lessee shall have a reasonable amount of time to fully vacate the Leased Premises.

## **XX. Default**

If Lessee fails to pay any installment of rent due under this Lease or fails to comply with any other provision of this Lease, within ten (10) days after written notice for payment of rent and within thirty (30) days after written notice for failure to comply with any other provision, by Lessor to Lessee demanding same, or if Lessee abandons the Leased Premises without advance notice or makes an assignment for the benefit of creditors or is adjudged a bankrupt in an involuntary bankruptcy proceeding or files any type of proceeding or applies for any relief under the laws of the United States relating to bankruptcy or state laws relating to insolvency or if a receiver or other custodian is appointed for Lessee for any of Lessee's property by any court, then, in any such event, Lessor shall have the right, at Lessor's option, without putting Lessee in default and without notice of default (unless as specifically provided herein), (1) to cancel this Lease effective immediately or effective as of the date Lessor may select or, (2) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy, or (3) to declare the unpaid rent for the entire unexpired term of this Lease immediately due and payable and at once demand and receive payment thereof, or (4) to have recourse to any other remedy or mode of redress to which Lessor may be entitled by law. In the event Lessor exercises the right to cancel this Lease, then (a) Lessor shall have the right, as soon as said cancellation is effective, to re-enter the Leased Premises and re-let the same for such price and on such terms as may be immediately available, and (b) Lessee shall be and remain liable for all rent payable to the date such cancellation becomes effective. Failure of Lessor to exercise any right granted in this paragraph shall not be construed as a waiver of the right to subsequently enforce for a new default such right and no indulgence by Lessor shall be construed as a waiver of any right herein granted.

## **XXI. Attorney's Fees**

In any litigation between the parties regarding this Lease, the non-prevailing shall pay to the prevailing party all reasonable expenses and court costs including attorney's fees incurred by the prevailing party. A party shall be considered the prevailing party if:

- (i) It initiated the litigation and substantially obtains the relief sought, either through a judgment or the losing party's voluntary action before trial, or judgment; or
- (ii) the other party withdraws its action or defenses without substantially obtaining the relief it sought.

## **XXII. Release of Lessor on Sale**

Upon a sale or transfer of the Leased Premises, by Lessor or a subsequent purchaser or transferor thereof, the purchaser or transferee by virtue of such sale or transfer shall be bound for the performance of all Lessor's agreements and obligations under this Lease and the vendor or transferor shall thereupon be released from all liability thereafter arising under this Lease.

## **XXIII. Notices**

All notices, requests, demands, consents, and other communications required or permitted to be given under this Lease shall be in writing and shall be deemed given upon (i) personal delivery to the addressee; (ii) the date signed for or refused by recipient when sent via United States Mail, postage prepaid, certified mail return receipt requested; or (iii) one day after delivery to a receipt issuing overnight delivery service (e.g. FedEx). Until notified of a different address(s), as provided in this Section, all notices shall be addressed to the parties as follows:

If to Lessee:

St. Charles Parish  
Parish President  
P. O. Box 302  
Hahnville, LA 70057  
Telephone: (985)783-5000  
mlj@stcharlesgov.net

And if to Lessor:

Jackie Bee Investments, LLC,  
c/o Corporate Realty Leasing Co., Inc  
1706 Cannes Drive, Laplace, Louisiana 70068,  
504-908-6158,  
[htatje@corp-realty.com](mailto:htatje@corp-realty.com).

Either Lessor or Lessee may change the designated place to which written notice is to be sent by mail, by so advising the other, in writing by delivery of such advice or by registered or certified mail addressed to the place designated in this Lease or such place as may have been subsequently designated, in accordance with this paragraph.

## **XXIV. Security Deposit**

Upon full execution of this Lease, Lessee will have deposited the sum of **\$00.00**, which is pledged to secure the faithful performance of all obligations of Lessee under this Lease. Said deposit shall be non-interest bearing but shall not be considered rent under this Lease. If Lessee is not then in default under the Lease and has not otherwise renewed or extended same, said deposit shall be released and returned on or about 30 days after Lessee vacates the Leased Premises. Should any portion of this deposit be withheld, Lessor shall provide to Lessee an itemized list reflecting all amounts withheld and the reason(s) therefore.

## **XXV. Lessor's Lien Waiver**

Lessor hereby waives its privilege granted by Louisiana Civil Code Article 3218 on any movables which may be found on the Leased Premises and acknowledges and agrees that it will have no lien, security interest or other right with respect to any of Lessee's personal or movable property placed upon or in the Leased Premises. So long as the Lessee is not in default of the Lease at the time of the execution of the subordination, Lessor will subordinate its Lessor's privilege to any security interest or other security agreement with respect to any movable property placed upon the Leased Premises. To the extent necessary to satisfy any secured creditor of Lessee, Lessor agrees to execute and deliver to a bona fide unaffiliated creditor of Lessee, a written

subordination of the Lessor's privilege granted to the Lessor by operation of law. The subordination agreement shall be in form and substance reasonably satisfactory to Lessor and the secured creditor.

#### **XXVI. Miscellaneous**

Failure of one party to require strict performance by the other party of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by such party of the right thereafter to require strict compliance with said covenants, provisions, and conditions.

#### **XXVII. Governing Law**

This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and county where the Leased Premises are situated and the rules and regulations of their duly constituted authorities.

#### **XXVIII. Recording**

Recording of the Lease is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, an extract of the Lease in accordance with La. R.S. 9:2721.1.

#### **XXIX. Subordination/Non-Disturbance**

Lessor agrees to furnish to Lessee, at Lessee's request, a non-disturbance agreement as hereinafter provided with respect to any mortgage which presently, or any time in the future, encumbers the premises, within ten (10) days of such request. Lessee agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage that may be placed on the Building by the Lessor and Lessee, upon demand, without cost, to execute any instrument (in a form acceptable to Lessee) as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, the Lessor shall obtain from any such mortgage an agreement in writing, which shall be delivered to Lessee, providing in substance that, so long as Lessee shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the purchase at such foreclosure sale, or who acquires title to the Building as a result of such enforcement, shall be bound to Lessee for the terms of this Lease, the rights of Lessee hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect; provided, however, that Lessee fully performs all of its obligations hereunder.

Both parties agree that if called upon by the other each will, within ten (10) days of being requested to do so, execute an estoppel certificate identifying this Lease, and acknowledging the status of the performance of the requesting party's obligations under this Lease as of the date of such estoppel certificate.

#### **XXX. Conflicting Provisions**

If there is any conflict between the printed portions and the type written or hand written portions of this Lease, the type written or hand written portions shall prevail. All the provisions contained herein, shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

#### **XXXI. American with Disabilities Act (ADA)**

- (a) Lessor represents and warrants to the best of their knowledge, that on the Commencement Date, the Leased Premises complies with the Americans With Disabilities Act, as amended and together with all regulations (collectively, the "ADA") and all other applicable laws. Thereafter during the Lease Term, Lessee at its sole cost and expense shall be solely responsible for taking any and all measures which are required to comply with the requirements of Title III of the ADA within Lessee's Leased Premises not to exceed \$5,000. Any alterations to the Leased Premises made by Lessee for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Lessor's consent to such alterations shall not constitute either Lessor's assumption, in whole or in part, of Lessee's responsibility for compliance with the ADA, or representation or confirmation by Lessor that such alterations comply with the provisions of the ADA.
- (b) Subject to Lessor's representation and warranty in (a) above, Lessee shall indemnify the Lessor for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessee's failure to comply with any of the requirements of Title III of the ADA within Lessee's Leased Premises, excluding the common areas and the parking lot.

(c) Lessor shall indemnify the Lessee for all claims, damages, judgments, penalties, fines, administrative proceedings, costs, expenses, and liability arising from Lessor's failure to comply with the Title III of the ADA within the common areas, including the parking lot.

**XXXII. Real Estate Agents/Brokers' Commissions**

The parties hereto certify that they have had dealings with real estate agents related to this Lease as follows: Lessor is represented by Henry W. Tatje, III broker/agent with Corporate Realty Leasing Co., Inc., as designated agent, and broker. Lessee is not represented by any agent or broker. Lessor shall be responsible for all broker commissions payable to Corporate Realty Leasing Co., Inc., or any other agent who may claim a commission as specified in a separate agreement.

**XXXIII. Renewal Options**

Provided the Lessee is not then in default of any of the terms of this Lease, upon expiration of the primary term, Lessee will be automatically granted Three (3): Three (3) month options to renew with rent to remain unchanged for each option period. All other terms of the Lease and rights of the parties will remain the same. Lessee may cancel this lease any time after the end of the initial term with 45 day written/emailed notice to Lessor.

**XXXIV. Entire Agreement**

The whole agreement between the parties hereto is set forth in this instrument and the parties shall not be bound by any agreements, conditions, understandings, or representations other than those that are expressly stipulated and set forth herein or in any amendments hereto.

**XXXV. Waiver of Consequential Damages**

Neither party hereto will be liable for in connection with this Lease, and both parties hereby waives all rights to seek against the other for, consequential exemplary, speculative, punitive, and similar type damages.

**XXXVI. Waiver of Notice**

Upon termination of the right of occupancy for any reason, Lessee hereby waives notice to vacate Leased Premises prior to institution of eviction proceedings in accordance with La. CCP Article 4701 and La. CC Article 2713.

**XXXVII. Condemnation**

If any or the whole of the Leased Premises shall be acquired or condemned by appropriation, expropriation, or eminent domain or conveyance in lieu therefore (herein called "Taking"), the Term of this Lease shall end as of the date that title vests in the taking authority and all rentals shall be paid up to that date. If any portion or all of the Leased Premises is taken, Tenant shall have no right, title or interest in any award made for such taking, except for any separate award for fixtures and improvements installed by Tenant.

**XXXVIII. Quiet Possession**

Lessor agrees to warrant and defend Lessee of its quiet and peaceful possession of the Leased Premises so long as Lessee is not in default of its obligations under this Lease.

Date \_\_\_\_\_

Date \_\_\_\_\_

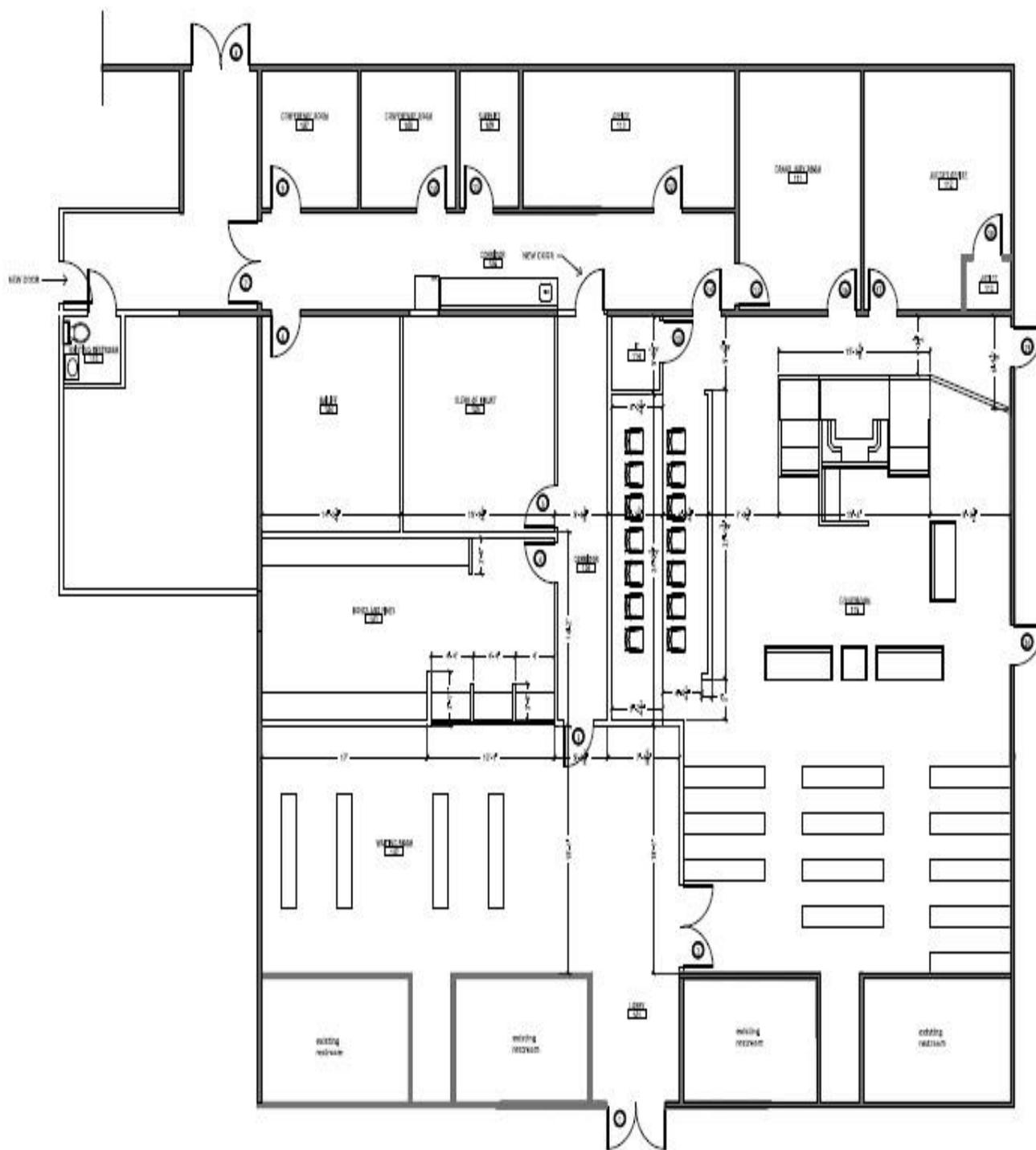
LESSOR

LESSEE

\_\_\_\_\_  
Jackie Bee Investments, LLC  
Represented By: Debra Dufresne Vial  
President

\_\_\_\_\_  
St. Charles Parish  
Represented By: Matthew Jewell  
Parish President

**EXHIBIT A  
DEPICTION OF LEASED PREMISES  
15 Dufresne Loop**





# 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 #:** 2024-0071    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Library Board of Control as the District V Representative  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 2/19/2024    **In control:** Parish Council  
**On agenda:** 2/19/2024    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the St. Charles Parish Library Board of Control as the District V Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/19/2024	1	Parish Council		
3/25/2019	1	Parish Council	Enacted Legislation	



# 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

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<b>File #:</b>	2024-0102	<b>Version:</b>	1	<b>Name:</b>	Supporting the proposed Act of Donation and Transfer by Chevron U.S.A. to St. Charles Parish authorizing the Sunset Drainage District to appear as Intervenor
<b>Type:</b>	Resolution	<b>Status:</b>			In Council - Special Matters
<b>File created:</b>	3/4/2024	<b>In control:</b>			Parish Council
<b>On agenda:</b>	3/4/2024	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution of the St. Charles Parish Council, acting as governing authority of the Sunset Drainage District, supporting the proposed Act of Donation and Transfer by Chevron U.S.A. to St. Charles Parish authorizing the Sunset Drainage District to appear as Intervenor.				
<b>Sponsors:</b>	Matthew Jewell, Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, Michele deBruler				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2024-0102 Public Notice Sunset Drainage District - Meeting Notice</a>				

Date	Ver.	Action By	Action	Result
3/4/2024	1	Parish President	Introduced	



## ST. CHARLES PARISH

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15045 Hwy. 18  
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Hahnville, LA 70057  
985-783-5000  
985-783-2067 (fax)  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

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Monday, February 26, 2024

### PUBLIC NOTICE

#### Sunset Drainage District Meeting Notice

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**The St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District), to hold a meeting on Monday, March 4, 2024, 6:00 pm, Council Chambers, Courthouse, Hahnville.**

*Items on the agenda for the St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District) for public hearing/public comment include but are not limited to:*

A resolution of the St. Charles Parish Council, acting as governing authority of the Sunset Drainage District, supporting the proposed Act of Donation and Transfer by Chevron U.S.A. to St. Charles Parish authorizing the Sunset Drainage District to appear as Intervenor.

For information or assistance, please contact the Council Secretary, Michelle Impastato at 985-783-5000 during regular business hours or visit [St. Charles Parish Council | St. Charles Parish, LA \(\[stcharlesparish.gov\]\(http://stcharlesparish.gov\)\)](http://St.CharlesParishCouncil.com) for additional details and contact information.

**PUBLISH: February 29, 2024**