



- 5 [2016-0376](#) Proclamation: "National Alzheimer's Awareness Month"

**Sponsors:** Mr. Cochran

**Attachments:** [2016-0376 Alzheimer's Month](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2016-0378](#) Hospital Service District

[2016-0379](#) German Coast Farmers' Market

[2016-0380](#) Parish President Remarks/Report

**Sponsors:** Mr. Cochran

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, November 28, 2016, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 6 [2016-0381](#) An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

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

**Attachments:** [2016-0381 Parcel 14-1-R-2 ROW Sheet](#)

- 8 [2016-0383](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

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

**Attachments:** [2016-0383 Recommendations at a Glance](#)  
[2016-0383 LUR PZR-2016-15 \(Mix Brothers\)](#)  
[2016-0383 Agenda Packet PZR-2016-15 \(Mix Brothers\)](#)

### **Legislative History**

9/28/16	Department of Planning & Zoning	Received/Assigned PH
11/3/16	Department of Planning & Zoning	Rcmnd'd Approval w/Stip. to the Planning Commission
	Approval of the zoning and Future Land Use Map changes based on meeting the second guideline.	

11/3/16 Planning Commission Rcmnd'd Approval w/Stip. to the Parish Council  
Approval of the zoning and Future Land Use Map changes based on meeting the second guideline.

## PLANNING AND ZONING PETITIONS

- 19 [2016-0369](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

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

**Attachments:** [2016-0369 Recommendation at a Glance](#)

[2016-0369 Minutes 10.13.16 Templet](#)

[2016-0369 LUR PZR-2016-14 \(Templet\)](#)

[2016-0369 Agenda Packet PZR 2016-14 - Application, Survey, Aerial, Zoning, F](#)

### **Legislative History**

9/2/16	Department of Planning & Zoning	Received/Assigned PH
10/13/16	Department of Planning & Zoning	Recommended Approval to the Planning Commission
10/13/16	Planning Commission	Recommended Approval to the Parish Council
10/17/16	Parish President	Introduced
10/17/16	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 31 [2016-0368](#) An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type.

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

### **Legislative History**

10/17/16	Parish President	Introduced
10/17/16	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 33**    [2016-0370](#)    An ordinance to authorize the Parish President to make full and final settlement in the matter entitled “**Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.**”, 29th Judicial District Court, Parish of St. Charles, No. 69251.

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

**Attachments:**    [2016-0370 09-17 - Vial Settlement Agreement Final](#)  
[2016-0370 09-17 - Magnolia Settlement Release Final](#)  
[2016-0370 09-17 - Renton Settlement Release Final](#)  
[2016-0370 09-17 - Lambert Settlement Release Final](#)

**Legislative History**

10/17/16	Parish President	Introduced
10/17/16	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 59**    [2015-0341](#)    An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

**Sponsors:**    Mr. Hogan

**Legislative History**

9/21/15	Council Member(s)	Introduced
9/21/15	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
10/5/15	Parish Council	to extend time an additional three minutes Reported: Councilman Hogan Recommended: Approval Speakers: Mr. Milton Allemand, Hahnville Chief Oliver Dufrene, Jr., Paradis Volunteer Fire Department, Inc. Ms. Phoebe Sellers Cellos, Boutte
10/5/15	Parish Council	Time Extended
10/5/15	Parish Council	Public Hearing Requirements Satisfied Speakers: Mr. Billy Woodruff, Des Allemands Mr. Greg Cellos, Boutte
10/5/15	Parish Council	Approved Council Discussion Public Works/Wastewater Director Sam Scholle spoke on the matter. Chief Administrative Officer Buddy Boe spoke on the matter.
10/5/15	Parish Council	Failed
9/19/16	Council Member(s)	Introduced

9/19/16	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
10/3/16	Parish Council	Public Hearing Requirements Not Satisfied Reported: Councilman Hogan Recommended: Approval
10/3/16	Parish Council	Postponed Indefinitely and Referred to the Legislative Committee
10/3/16	Parish Council	Postponed Indefinitely and Referred to the Legislative Committee
10/17/16	Council Member(s)	Introduced
10/17/16	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

- 61**    [2014-0374](#)    A resolution requesting that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

**Sponsors:**    Mr. Hogan

**Attachments:**    [2014-0374 remove shrubs on Wisner](#)

*[This proposed resolution was tabled on October 17, 2016.]*

### **Legislative History**

11/17/14    Council Member(s)    Introduced

11/17/14    Parish Council    Tabled.  
Reported:  
Councilman Hogan Recommended: Approval

#### Council Discussion

Public Works/Wastewater Director Sam Scholle spoke on the matter.  
Assistant Parish Attorney David Moyer spoke on the matter.  
Parish President V.J. St. Pierre, Jr., spoke on the matter.

Councilman Hogan requested Mr. Moyer review the situation.  
Chairman Fisher-Perrier asked for clarification on the property lines.

11/17/14    Parish Council    Tabled.

12/1/14    Parish Council    Removed from the Table

12/1/14    Parish Council    Approved  
Reported:  
Councilman Hogan Recommended: Approval

#### Council Discussion

Parish President V.J. St. Pierre, Jr., spoke on the matter.  
Assistant Parish Attorney David Moyer spoke on the matter.

12/1/14	Parish Council	Failed
10/17/16	Council Member(s)	Introduced
10/17/16	Parish Council	Tabled.
	Reported:	
	Councilman Hogan Recommended:	Approval
	Public comment opened; no public comment	
	Council Discussion	
	Parish President Larry Cochran spoke on the matter.	
	Legal Services Director Robert Raymond spoke on the matter.	
10/17/16	Parish Council	Tabled.

## RESOLUTIONS

- 62**    [2016-0377](#)    A resolution providing supporting authorization to endorse the resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J Frickey.

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

**Attachments:**    [2016-0.377 Recommendation at a Glance](#)

[2016-0377 Minutes 10.13.16 Frickey](#)

[2016-0377 LUR PZS-2016-42 \(Frickey\)](#)

[2017-0377 Agenda Packet PZS 2016-42](#)

### **Legislative History**

9/9/16	Department of Planning & Zoning	Received/Assigned PH
10/13/16	Department of Planning & Zoning	Rcmd'd Approval w/Stip. to the Planning Commission
	Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.	
10/13/16	Planning Commission	Rcmd'd Approval w/Stip. to the Parish Council
	Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.	

- 72 [2016-0382](#) A resolution requesting that the Louisiana Department of Transportation & Development to install a “deceleration lane” on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**Sponsors:** Mr. Wilson

- 73 [2016-0375](#) A resolution providing mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road.

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

**Attachments:** [2016-0375 Recommendation at a Glance](#)  
[2016-0375 LUR PZSPU-2016-05 GCFM](#)  
[2016-0375 Agenda Packet PZSPU-2016-05 GCFM](#)

**Legislative History**

10/7/16	Department of Planning & Zoning	Received/Assigned PH
11/3/16	Department of Planning & Zoning	Rcmd'd Approval w/Stip. to the Planning Commission Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.
11/3/16	Planning Commission	Rcmd'd Approval w/Stip. to the Parish Council Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.

- 79 [2016-0360](#) A resolution requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

**Sponsors:** Mr. Hogan

**Legislative History**

10/17/16	Council Member(s)	Introduced
----------	-------------------	------------

10/17/16	Parish Council	Amended
	Reported:	
	Councilman Hogan Recommended:	Approval
	Public comment opened;	no public comment
	Council Discussion	
	Amendment:	to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED Section" to change "...five (5) business days ..." to read "...ten (10) business days ...".
10/17/16	Parish Council	Amended
10/17/16	Parish Council	Approved as Amended
	Further Council Discussion	
	Parish President Larry Cochran spoke on the matter.	
10/17/16	Parish Council	Failed

- 80**    [2016-0386](#)    A resolution to recommend to Louisiana Supreme Court Justice John L. Weimer, Mr. Herbert Charles Bellock, Jr. to fill the vacancy in the Office of Justice of the Peace, District 5 due to the resignation of Ms. Tika L. Riley.

**Sponsors:**    Ms. Benedetto

**Attachments:**    [2016-0386 Letter - Sec. of State and Riley resignation](#)

**Legislative History**

9/15/16    Parish Council    Correspondence Received from Tika L. Riley, Justice of the Peace, District 5, on September 15, 2016, notifying the Parish Council of her resignation effective August 5, 2016



**APPOINTMENTS**

**81**    [2016-0356](#)        A resolution to appoint a member to the Hospital Service District.

*Council will confirm nomination to fill the vacancy caused by the resignation of the term of Mr. John J. Landry, III. Unexpired term to begin immediately and expire May 22, 2018.*

*Nominees: Mr. Jake Lemmon  
Mr. Richard Dufrene*

**Legislative History**

5/21/12	Parish Council	Enacted Legislation Mr. John J. Landry, III, appointed to the Hospital Service District Board of Commissioners on May 21, 2012, per Resolution No. 5912 Term: May 22, 2012 - May 22, 2018
10/3/16	Parish Council	Vacancy Announced
10/17/16	Parish Council	Nomination(s) Accepted Nominee: Councilman Gibbs nominated Mr. Jake Lemmon Councilman Hogan nominated Mr. Richard Dufrene
10/17/16	Parish Council	Close Nomination(s) for
10/17/16	Parish Council	Nomination(s) Closed

[2016-0363](#)        A resolution appointing a member to the Zoning Board of Adjustment as the District I Representative.

*Council Chairman will accept nomination from the District I Councilmember to fill the vacancy created by the expiration of the term of Ms. LaSandra Gordon. Four (4) year term to begin December 7, 2016 and expire December 7, 2020.*

**Legislative History**

12/3/12	Parish Council	Enacted Legislation Ms. LaSandra Gordon appointed to the Zoning Board of Adjustment on December 3, 2012, per Resolution No. 5955 Term: December 7, 2012 - December 7, 2016
10/17/16	Parish Council	Vacancy Announced

[2016-0364](#)        A resolution appointing a member to the Zoning Board of Adjustment as the District III Representative.

*Council Chairman will accept nomination from the District III Councilmember to fill the vacancy created by the expiration of the term of Mr. Timothy Benedetto. Four (4) year term to begin December 7, 2016 and expire December 7, 2020.*

**Legislative History**

12/17/12	Parish Council	Enacted Legislation Mr. Timothy Benedetto appointed to the Zoning Board of Adjustment on December 17, 2012, per Resolution No. 5959 Term: December 17, 2012 - December 7, 2016
10/17/16	Parish Council	Vacancy Announced

[2016-0365](#)

A resolution appointing a member to the Zoning Board of Adjustment as the District VII Representative.

*Council Chairman will accept nomination from the District VII Councilmember to fill the vacancy created by the expiration of the term of Mr. Dimitri Veltsos. Four (4) year term to begin December 7, 2016 and expire December 7, 2020.*

**Legislative History**

12/17/12	Parish Council	Enacted Legislation
	Mr. Dimitri Veltsos appointed to the Zoning Board of Adjustments on December 17, 2016, per Resolution No. 5960	
	Term: December 17, 2012 - December 7, 2016	
10/17/16	Parish Council	Vacancy Announced

89

[2016-0384](#)

Accept resignation of Ms. Dolores Pierre - Planning & Zoning Commission District I Representative

**Attachments:**

[2016-0384 Dolores Pierre Resignation](#)

**Legislative History**

6/2/14	Parish Council	Enacted Legislation
	Ms. Dolores Pierre appointed to the Planning & Zoning Commission on June 2, 2014, per Resolution No. 6082	
	Term: May 31, 2014 - May 31, 2018	
10/19/16	Board Member	Resigned
	On October 24, 2016, correspondence received from Ms. Dolores Pierre dated October 19, 2016, notifying the Parish Council of her resignation. Resignation effective October 19, 2016.	

[2016-0385](#)

A resolution to appoint a member to the Planning & Zoning Commission as the District I Representative.

*On November 28, 2016, Council Chairman will accept nomination from the District I Councilmember to fill the vacancy caused by the resignation of the term of Ms. Dolores Pierre. Unexpired term to begin immediately and expire May 31, 2018.*

**Legislative History**

6/2/14	Parish Council	Enacted Legislation
	Ms. Dolores Pierre appointed to the Planning & Zoning Commission on June 2, 2014, per Resolution No. 6082	
	Term: May 31, 2014 - May 31, 2018	

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

*LIBRARY BOARD: Tuesday, 11/15/16, 6PM, Council Chambers*

*HOSPITAL BOARD: Wednesday, 11/16/16, 10AM, Council Chambers*

*INDUSTRIAL DEVELOPMENT BOARD: Thursday, 11/17/16, 2PM, Council Chambers*

*ZONING BOARD OF ADJUSTMENT: Thursday, 11/17/16, 7PM, Council Chambers*

**ANNOUNCEMENTS**

*PARISH HOLIDAY: Thursday, 11/24/16 & Friday, 11/25/16 – Thanksgiving*

**Accommodations for Disabled**

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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2016-0371    **Version:** 1    **Name:** In Recognition: Marilyn Mayhall Richoux  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** In Recognition: Marilyn Mayhall Richoux  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:**  
**Attachments:** [2016-0371 Marilyn Richoux](#)

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

# The Parish of St. Charles

November 14, 2016

## IN RECOGNITION

WHEREAS, Marilyn Mayhall Richoux, wife of Ralph Richoux and mother of three sons and one daughter, Gregory, Ralph, Jr., Matthew, and Renee, is a lifelong resident of St. Charles Parish, who has served the Parish in many capacities for many years to the benefit of countless residents; and,

WHEREAS, Mrs. Richoux served on the St. Charles Parish Planning & Zoning Commission from 1993-2005, which this service made her an invaluable participant from 2009-2011 on the steering committee for the St. Charles Parish 2030 Comprehensive Plan. She also served on the St. Charles Parish Bi-Centennial Committee from 2005-2007; and,

WHEREAS, Mrs. Richoux founded the St. Charles Historical Foundation in 1997 and the River Road Museum in 1999, which merged to become The St. Charles Museum and Historical Association which launched a website - [historyofstcharlesparish.com](http://historyofstcharlesparish.com), the St. Charles Virtual Museum, and published "St. Charles Parish, Louisiana: a Pictorial History", co-authored by Mrs. Richoux; and,

WHEREAS, Mrs. Richoux is also a founding member of the German Coast Farmers' Market, established in 2003, and responsible for over 2.5 million dollars in reported sales benefitting over 135 vendors and 400,000 patrons; and,

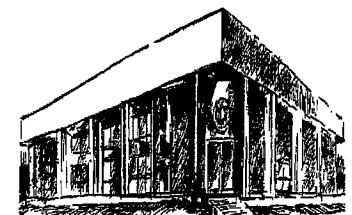
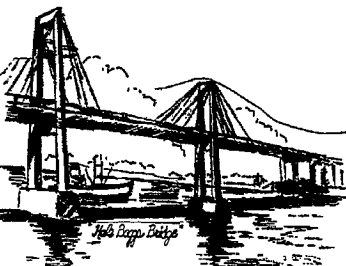
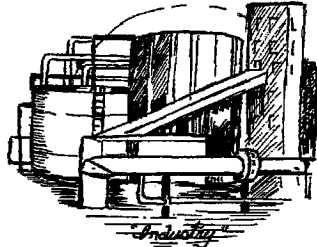
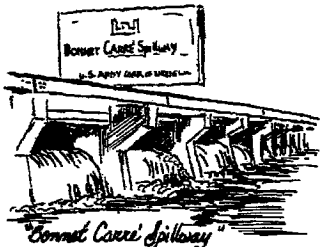
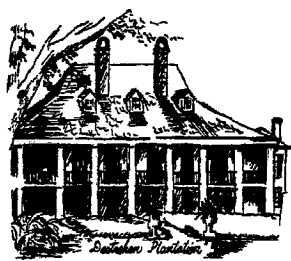
WHEREAS, Mrs. Richoux's dedication can be seen in all the installations that mark The Mile of History: decorative lighting, beautiful trees and fencing, decorative subdivision markers, and original murals depicting Destrehan High and the Parish's timeline; and,

WHEREAS, Mrs. Richoux's civic service will continue to benefit a broad range of St. Charles Parish residents for years and should be a source of pride and admired by all.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

### MARILYN MAYHALL RICHOUX

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



LARRY COCHRAN  
PARISH PRESIDENT

PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

DICK GIBBS  
COUNCILMAN, DISTRICT III

WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

---

**File #:** 2016-0372    **Version:** 1    **Name:** In Recognition: St. Charles Parish Geographical Information System Office (GIS)  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** In Recognition: St. Charles Parish Geographical Information System Office (GIS)  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:**  
**Attachments:** [2016-0372 GIS](#)

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

# The Parish of St. Charles

November 14, 2016

## IN RECOGNITION

WHEREAS, in late March 2016, the St. Charles Parish Geographical Information System Office (GIS) launched an interactive online portal that allows residents to better report streetlight outages, garbage bin concerns, and debris removal to the parish; and,

WHEREAS, the portal is user-friendly and is accessed at [www.scpreportit.com](http://www.scpreportit.com). The user can report their concerns and receive real time updates on the status of their requests while the Parish Contract Monitor's Office handles all requests made through the application; and,

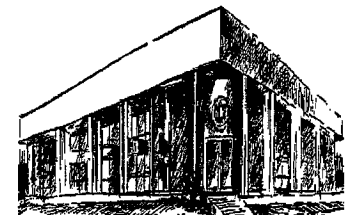
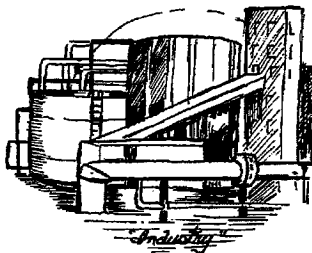
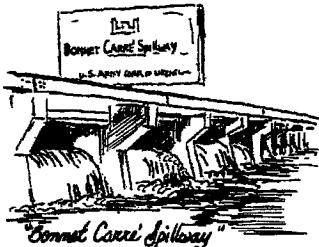
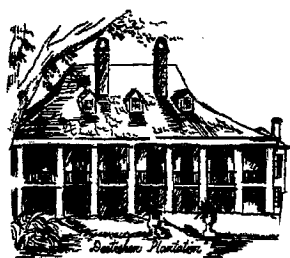
WHEREAS, [scpreportit.com](http://scpreportit.com) received the National Association of County Officials (NACo) Achievement Award in the category of Information Technology at the annual conference held July 22-25, 2016, in Long Beach, California; and,

WHEREAS, NACo achievement awards are given to counties and parishes who establish a program that offers new services to residents, improves the administration of an existing government program, upgrades the working conditions or level of training for employees, enhances the level of citizen participation in, or the understanding of, government programs, provides information that facilitates effective public policy making, and promotes intergovernmental cooperation and coordination in addressing shared problems.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

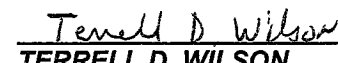
### ST. CHARLES PARISH GEOGRAPHICAL INFORMATION SYSTEM (GIS) OFFICE NACO'S ACHIEVEMENT AWARD RECIPIENTS

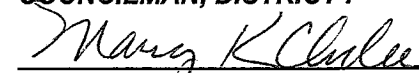
"PARISH OF ABUNDANCE"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi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

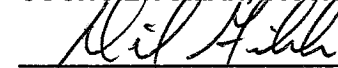


  
LARRY COCHRAN  
PARISH PRESIDENT

  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

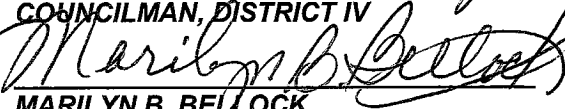
  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

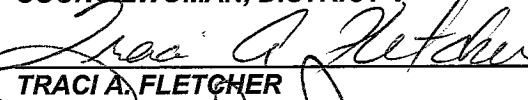
  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

---

**File #:** 2016-0373    **Version:** 1    **Name:** In Recognition: St. Charles Parish Public Information Office

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: St. Charles Parish Public Information Office

**Sponsors:** Lawrence 'Larry' Cochran

**Indexes:**

**Code sections:**

**Attachments:** [2016-0373 Public Information Office](#)

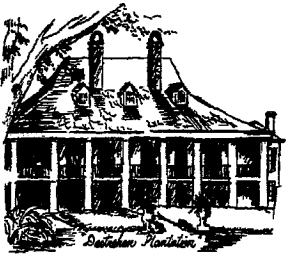
Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



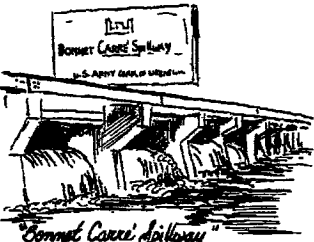
# The Parish of St. Charles

November 14, 2016

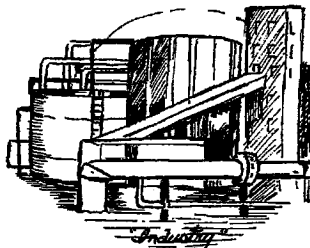
## IN RECOGNITION



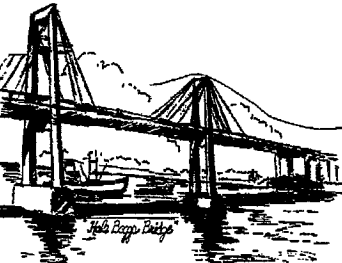
**WHEREAS**, the National Association of County Information Officers (NACIO) was formed in 1966 to bring together communications professionals who wanted to share and exchange information with other county public information officers across the United States. NACIO is an active affiliate of the National Association of County Officials (NACO); and,



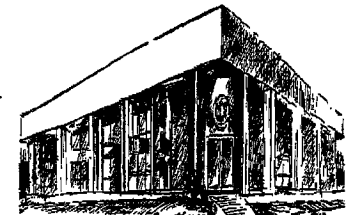
**WHEREAS**, each year NACIO hosts its annual Awards of Excellence in Communications Competition, which provides public sector employees the opportunity to compete against their peers from across the nation in several categories. All projects entered are eligible to win Superior, Excellent, and Meritorious awards; and,



**WHEREAS**, the St. Charles Parish Public Information Office was awarded Superior in the public education – Campaign or Event category for “Funding the Future: Millage Campaign” project and was awarded Meritorious in the annual reports graphic design category for “8 Years, 8 Goals: St. Charles Parish by the Numbers” brochure project, at the NACO annual conference and exposition held July 22-25, 2016, in Long Beach, California. The awards were presented to St. Charles Parish Officials at a private dinner held July 22, 2016.




**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to**

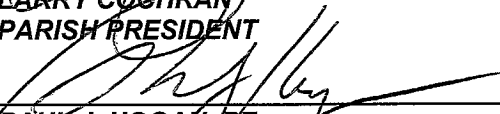


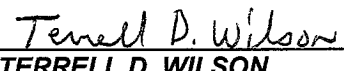
## ST. CHARLES PARISH PUBLIC INFORMATION OFFICE

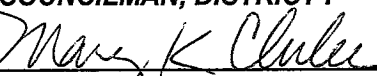
NACIO Awards of Excellence in Communications Recipients

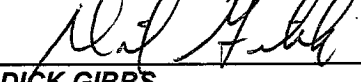
*“PARISH OF PLENTY”  
created in 1807 from the county of the  
“German Coast”, a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi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


  
LARRY COCHRAN  
PARISH PRESIDENT

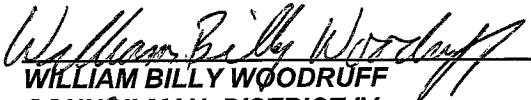
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

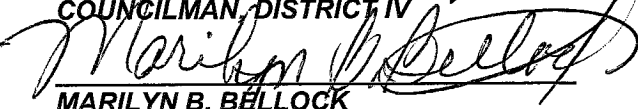
  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

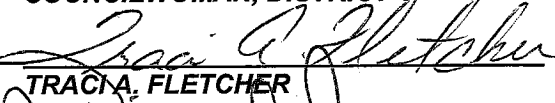
  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACIA FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

---

**File #:** 2016-0374    **Version:** 1    **Name:** Proclamation: "Norco Christmas Parade Day"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Norco Christmas Parade Day"  
**Sponsors:** Traci A. Fletcher  
**Indexes:**  
**Code sections:**  
**Attachments:** [2016-0374 Norco Christmas Parade](#)

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

# PROCLAMATION

**WHEREAS,** the Community of Norco is rich in history and tradition and the Norco Christmas Parade, an annual holiday event, is part of this tradition; and,

**WHEREAS,** on Sunday, December 4, 2016, at 2:00 p.m., the Norco Civic Association will parade with this year's theme being "Norco Noel: Santa Salutes Our First Responders!", and,

**WHEREAS,** this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,

**WHEREAS,** residents of the entire parish are invited to come to Norco and join in the festivities; and,


**WHEREAS,** this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,


**WHEREAS,** the residents of St. Charles Parish are truly grateful for their dedication and hard work.


**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 4, 2016, AS**

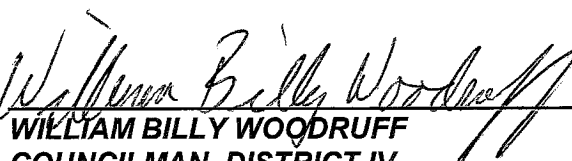
## "NORCO CHRISTMAS PARADE DAY"

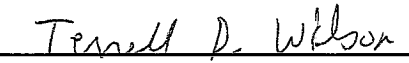
**BE IT FURTHER RESOLVED, THAT, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.**

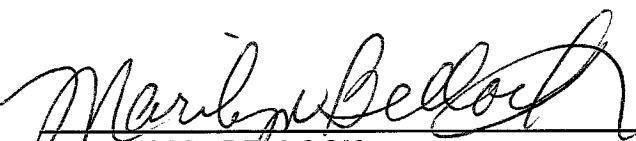
  
LARRY COCHRAN  
PARISH PRESIDENT


  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A


  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B


  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

---

**File #:** 2016-0376    **Version:** 1    **Name:** Proclamation: "National Alzheimer's Awareness Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "National Alzheimer's Awareness Month"  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:**  
**Attachments:** [2016-0376 Alzheimer's Month](#)

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

# PROCLAMATION

**WHEREAS,** Alzheimer's Disease, a progressive, degenerative disorder that attacks the brain's nerve cells, is among the top 10 leading causes of death in the United States. It is estimated that as many as 5.1 million Americans have been diagnosed; and,

**WHEREAS,** Alzheimer's is the most common form of Dementia, a general term that describes a group of symptoms such as loss of memory, judgment, language, complex motor skills, and other intellectual function-caused by the permanent damage or death of the brain's nerve cells; and,

**WHEREAS,** Alzheimer's is not a normal part of aging, although the greatest known risk factor is increasing age, and the majority of people with Alzheimer's are 65 years and older; and,

**WHEREAS,** although every case of Alzheimer's disease is different, experts have identified common warning signs of the brain disease and it is important to look for signs that might indicate Alzheimer's disease versus basic forgetfulness or other conditions. Typical warning signs include: Memory loss, especially of recent events, names, placement of objects, and other new information, confusion about time and place, struggling to complete familiar actions, such as brushing teeth or getting dressed, trouble finding the appropriate words, completing sentences, and following directions and conversations, poor judgment when making decisions, changes in mood and personality, such as increased suspicion, rapid and persistent mood swings, withdrawal, and disinterest in usual activities, and difficulty with complex mental assignments, such as balancing a checkbook or other tasks involving numbers; and,

**WHEREAS,** although current Alzheimer's treatments cannot stop Alzheimer's from progressing, they can temporarily slow the worsening of dementia symptoms and improve the quality of life for those with Alzheimer's and their caregivers; and,

**WHEREAS,** today, there is a worldwide effort under way to find better ways to treat the disease, delay its onset, and prevent it from developing; and,

**WHEREAS,** Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support, and research. From September through November every year, there are several walk events held in Louisiana. Please go to [www.alz.org](http://www.alz.org) or call toll free 1-800-272-3900 for more information.

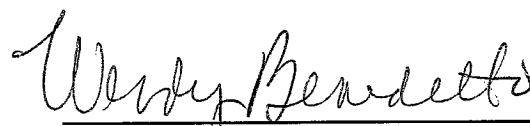
**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF NOVEMBER 2016 AS**

## **"NATIONAL ALZHEIMER'S AWARENESS MONTH"**

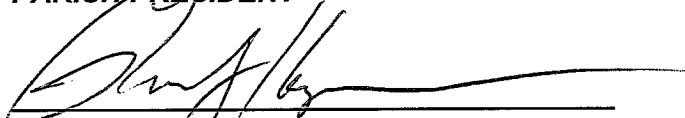
IN ST. CHARLES PARISH AND URGE ALL COMMUNITY MEMBERS TO LEARN MORE ABOUT ALZHEIMER'S DISEASE AND SUPPORT THE INDIVIDUALS LIVING WITH THIS DISEASE AND THEIR CAREGIVERS.



LARRY COCHRAN  
PARISH PRESIDENT



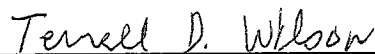
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A



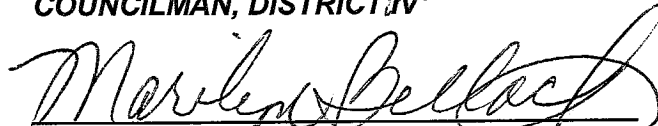
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B



WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV



TERRELL D. WILSON  
COUNCILMAN, DISTRICT I



MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V



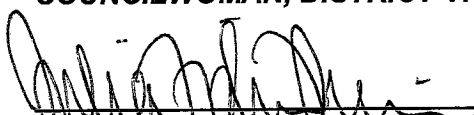
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II



TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI



DICK GIBBS  
COUNCILMAN, DISTRICT III



JULIA FISHER-PERRIER  
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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

---

**File #:** 2016-0378    **Version:** 1    **Name:** Hospital Service District  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Hospital Service District  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2016-0379    **Version:** 1    **Name:** German Coast Farmers' Market  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** German Coast Farmers' Market  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2016-0380    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:**  
**Attachments:**

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





# St. Charles Parish

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

## Legislation Details

---

**File #:** 2016-0381    **Version:** 1    **Name:** Approve and authorize the Lafourche Basin Levee District to expropriate necessary real estate for portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Public Works

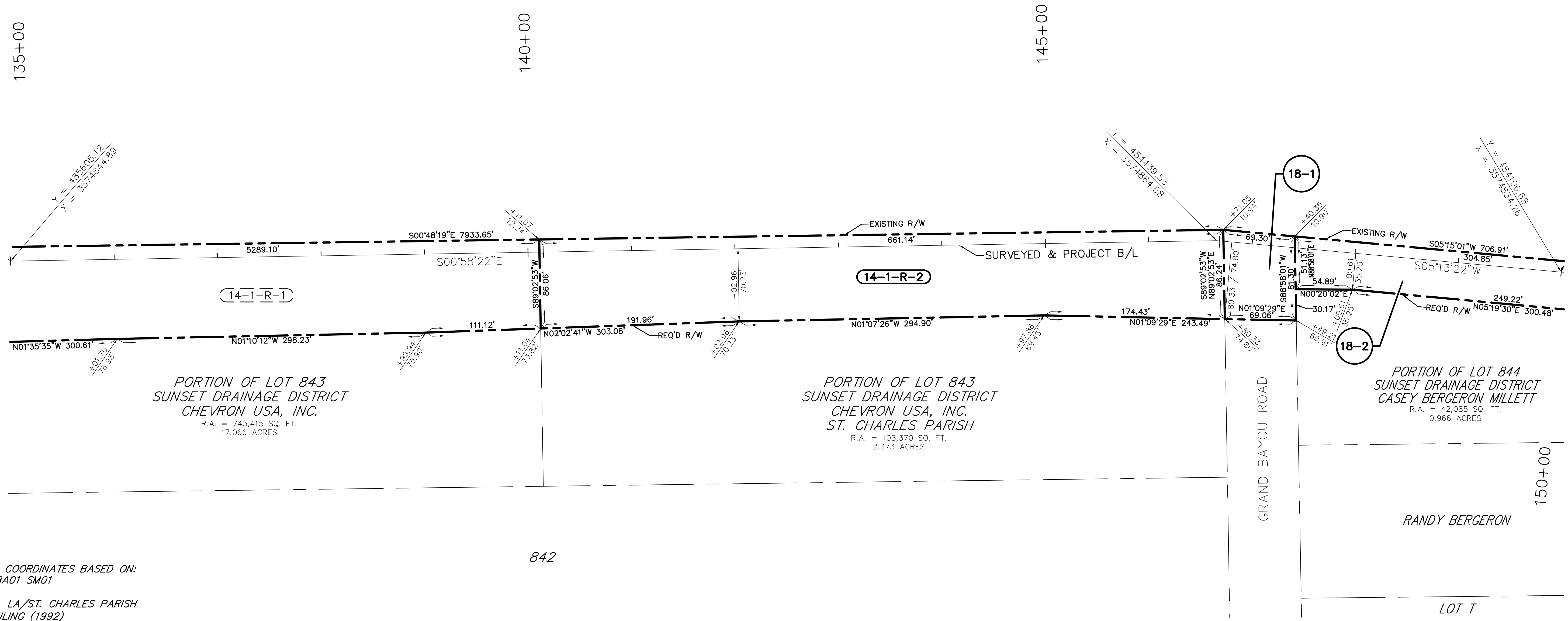
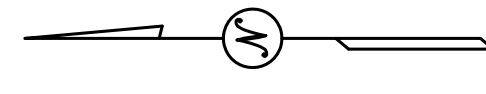
**Indexes:**

**Code sections:**

**Attachments:** [2016-0381 Parcel 14-1-R-2 ROW Sheet](#)

Date	Ver.	Action By	Action	Result
11/14/2016	1	Parish President	Introduced	

SOUTHEASTERN LAND DISTRICT  
WEST OF THE MISSISSIPPI RIVER  
T 14 S - R 20 E  
SECTION 26



S:\Land Projects R2\LDwgs\11553\11553\_W02206\_RSC\_ROW.dwg 10/7/2015 11:27:10 AM CDT

PORTION OF LOT 843  
SUNSET DRAINAGE DISTRICT  
CHEVRON USA, INC.  
R.A. = 743,415 SQ. FT.  
17.066 ACRES

PORTION OF LOT 843  
SUNSET DRAINAGE DISTRICT  
CHEVRON USA, INC.  
ST. CHARLES PARISH  
R.A. = 103,370 SQ. FT.  
2.373 ACRES

PORTION OF LOT 844  
SUNSET DRAINAGE DISTRICT  
CASEY BERGERON MILLETT  
R.A. = 42,085 SQ. FT.  
0.966 ACRES

842

ELEVATIONS OR COORDINATES BASED ON:  
DESIGNATION: BA01 SM01  
PID: DH3816  
STATE/COUNTY: LA/ST. CHARLES PARISH  
USGS QUAD: LULING (1992)  
NAD 83 (2007): 29°55'01.64"(N) 90°18'58.55"(W) ADJUSTED  
NAVD 88: 1.74 (METERS) 5.70 (FEET)  
GPS OBS: 2006.81  
RETRIEVAL DATE: DECEMBER 8, 2010

BEARINGS SHOWN HEREON ARE GRID  
BEARINGS BASED ON THE LOUISIANA STATE  
PLANE COORDINATE SYSTEM SOUTH ZONE  
NAD 83 (2007).

LEGEND

- REQUIRED RIGHT OF WAY LINE
- PROPERTY LINE
- LOT LINE
- LIMITS OF CONSTRUCTION
- EXISTING RIGHT OF WAY LINE
- SECTION LINE
- DRAINAGE SERVITUDE
- EXISTING SERVITUDE

PARCEL	OWNER	ACQUISITION	AREA	ESTATE TYPE
14-1-R-2	CHEVRON USA, INC. ST. CHARLES PARISH	C.O.B. VVV PG. 305 ENTRY NO. 8618 C.O.B. 425 PG. 196 ENTRY NO. 151233	1.252 AC.	SERVITUDE
18-2	CASEY BERGERON MILLETT	C.O.B. 776 PG. 173 ENTRY NO. 381772	0.326 AC.	SERVITUDE
18-1	UNKNOWN OWNER	C.O.B. PG. ENTRY NO.	0.133 AC.	SERVITUDE

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2909 - ROUTE SURVEY.

RESIDUAL ACREAGE NOTE  
RESIDUAL ACREAGE'S SHOWN ARE CALCULATED FOR INFORMATION PURPOSES ONLY.  
THE RESIDUAL ACREAGE'S ARE SUBJECT TO REVIEW AND VERIFICATION BY TITLE AND SURVEY.

DATE	DESCRIPTION	BY
3/10/2016	REVISED ACQUISITION BLOCK	T.P.T.
2/12/2016	REVISED PARCEL 14-1 INTO PARCEL 14-1-R-1 ADDED PARCEL 14-1-R-2	T.P.T.

LAFOURCHE BASIN LEVEE DISTRICT  
AND  
PARISH OF ST. CHARLES

RIGHT OF WAY MAP  
WEST BANK HURRICANE PROTECTION LEVEE  
SUNSET DRAINAGE DISTRICT LEVEE  
ST. CHARLES PARISH, LOUISIANA  
STA. 830+00.00 TO 962+07.17 (NORTH SECTION)  
10+00.00 TO 310+00.00 (SOUTH SECTION)

 RIVERLANDS SURVEYING COMPANY 505 HEMLOCK STREET LAFAYETTE, LA 70508 1-800-248-6982 985-652-0356		Stephen P. Flynn STEPHEN P. FLYNN, P.L.S. L.A. ST. REG. NO. 4668
DATE: 10/6/2015 100% DRAWN BY: T.P.T.	SCALE: 1" = 50' COMPUTED BY: S.P.F.	SHEET NO. 18



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0383    **Version:** 1    **Name:** C-2 and C-3 to M-1 Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2016-0383 Recommendations at a Glance](#)  
[2016-0383 LUR PZR-2016-15 \(Mix Brothers\)](#)  
[2016-0383 Agenda Packet PZR-2016-15 \(Mix Brothers\)](#)

Date	Ver.	Action By	Action	Result
11/14/2016	1	Parish President	Introduced	
11/3/2016	1	Planning Commission	Rcmd'd Approval w/Stip.	
11/3/2016	1	Department of Planning & Zoning	Rcmd'd Approval w/Stip.	
9/28/2016	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

PZR-2016-15 requested by Dave Morrison for Mix Brother Tank Services, Inc. for zoning reclassification from C-2 & C-3 to M-1 at 15962, 15958, 15956 River Road, Norco. Council District 6.

### **Planning Department Recommendation:**

Approval of the zoning and Future Land Use Map changes based on meeting the second guideline.

### **Planning Commission Recommendation:**

Approval of the zoning and Future Land Use Map changes based on meeting the second guideline.

# St. Charles Parish Department of Planning & Zoning

## LAND USE REPORT CASE NUMBER: PZR-2016-15

### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant** **Application Date:** 9/28/16  
Dave Morrison for Mix Brothers Tank Services, Inc  
P.O. Box 106  
Norco, LA 70079  
(985)-764-3300 / (504)-382-0561; dave@mixbros.com
- ◆ **Location of Site**  
Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract; municipal addresses 15956, 15958, and 15962 River Road, Norco.
- ◆ **Requested Action**  
Change of zoning from C-2 (General Commercial-Commercial Offices) and C-3 (Highway Commercial-Wholesale and Retail Sales) to M-1 (Light Manufacturing and Industry).

### SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel**  
Approximately 34,495 square feet
- ◆ **Current Zoning and Land Use**  
Lot A, zoned C-2 in its entirety, is developed with one site-built metal shop building and two office trailers. Mix Brothers Tank Services has operated on Lot A since 2002. Mix Brothers acquired the adjacent "Portion of Meyer Town Tract," split-zoned C-3 and C-2 in 2013. It is developed with one site-built metal building that has been used as an auto repair shop.
- ◆ **Surrounding Zoning and Land Use**  
Adjacent to the east and west, along River Road, properties are zoned C-2, but are either vacant or developed with single-family housing. Adjacent to the north, the Goodhope Missionary Baptist Church is zoned R-1AM; the majority of the New Diamond subdivision further north have been bought out by industry, but the area has some residents and remains zoned R-1AM. Across River Road or to the south, the batture is zoned B1 but vacant and wooded.
- ◆ **Plan 2030 Recommendation**  
General Commercial
- ◆ **Traffic Access**  
The property can be accessed by River Road, Diamond Road and East Street.

### APPLICABLE REGULATIONS

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

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

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

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

**AND:**

[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) Machinery 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).

(Ord. No. 87-6-13, 6-15-87; Ord. No. 88-11-20, 11-28-88)

- b. Special exception uses and structures (variation):
  - (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)
- 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. (Ord. No. 94-1-9, § V, 1-10-94)
  - (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. (Ord. No. 96-5-17, § II, 5-20-96)

- (3) Cellular installations and PCS (personal communication service) installations. (Ord. No. 97-74, § V, 7-7-97)
  - (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. (Ord. No. 01-5-18, § IV, 5-21-01)
    - (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: (Ord. No. 14-8-8, § I, 8-4-14)
      - (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. (Ord. No. 99-3-15, § II, 3-22-99)
      - (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. (Ord. No. 03-1-12, § V, 1-21-03)
      - (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 08-5-5, I, 5-19-08; [Ord. No. 14-8-8, § II, 8-4-14](#))
      - (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. (Ord. No. 11-5-2, 5-2-11)
      - (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. (Ord. No. 12-4-16, § II, 4-23-12)
2. Spatial Requirements:
    - a. Minimum lot size: Ten thousand (10,000) square feet. Minimum width: One hundred (100) feet. (Ord. No. 99-2-4, § I, 2-1-99)
    - 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. (Ord. No. 08-8-9, § XIII, 8-18-08)

## ANALYSIS

The applicant requests a change of zoning district from C-2 and C-3 to M-1 in order to expand Mix Brothers Tank Services and/or rent a portion of the property for a mechanical or welding shop.

The St. Charles Parish Zoning Ordinance establishes three guidelines for evaluating rezoning requests. In order to receive a recommendation for approval, an applicant must demonstrate that the request meets at least one of the three guidelines.

*The first guideline states that a rezoning request must conform to the parish's Future Land Use Map (FLUM) and not create a spot zone which is incompatible with the surrounding neighborhood.* The FLUM designation for the property is General Commercial and there is no M-1 zoning in the area. Granting the request for this particular property would not comply with the Future Land Use Map and would create a spot zone. **The request fails the first criteria.** However, it should be noted that the vast majority of the New Diamond Subdivision has a future land use designation of Light Industrial.

*The second guideline states that a rezoning should be considered if the land use pattern or neighborhood character has changed to the point where the existing zoning no longer allows for reasonable use of the subject property.* The land use pattern of New Diamond has changed dramatically in the last 10-20 years. With the decline in the residential population in the surrounding area, sparse land uses unlikely to attract Norco traffic past the property, and a light-industrial use operating on Lot A for over decade, it is unlikely that a General Commercial use would develop on the site. **The request meets the second criteria.**

*The third guideline states that a rezoning request may be considered if the uses permitted by the proposed zoning are not incompatible with existing neighborhood character or overburden existing public infrastructure.* Although the Future Land Use Map recommends Light Industrial land uses and the neighborhood appears to be transitioning from residential uses, residential development is across East Street and a religious institution is adjacent to the site. Light Industrial uses generally are not compatible with this type of development nor is it compatible with the residential uses that remain in the neighborhood. **The request fails the third criteria.**

The rezoning request does not exceed three acres but the Planning Department still recommends a change to the Future Land Use map from General Commercial to Light Industrial.

## DEPARTMENT RECOMMENDATIONS

**Approval of the zoning and Future Land Use Map changes based on meeting the second guideline.**





**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 #:	201615
Receipt #:	3373
Application Date:	9/28/16
Zoning District:	
FLUM Designation:	
Date Posted:	

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

Fee: \$40 - \$200

Applicant: Dave Morrison

Home address: 15962 River Road, Norco, LA 70079

Mailing address (if different): P.O. Box 106, Norco, LA 70079

Phone #s: 985-764-3300/504-382-0561 Email: dave@mixbeos.com

Property owner: Mix Brothers Tank Services Inc

Municipal address of property: 15962/15958/15956 River Road, Norco, LA 70003

Lot, block, subdivision: Lot A of New Diamond Subdivision and a Portion of the Meyer Town Tract

Change of zoning district from: C2 OR C3 to: M1

Future Land Use designation of the property: General Commercial / Riverfront Commercial  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

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

Shop / mechanical / welding / etc.

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

Shell Chemical owns empty lots directly behind property and directly across Diamond Street from our property. Church is next door to one of Shell Chemicals lots and Residential property is across East Street. Many properties in the area are used for Heavy or Light Industrial uses. It will be compatible with neighborhood.

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

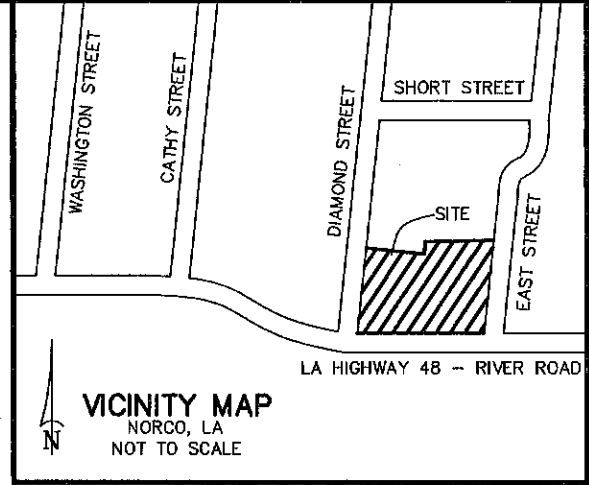
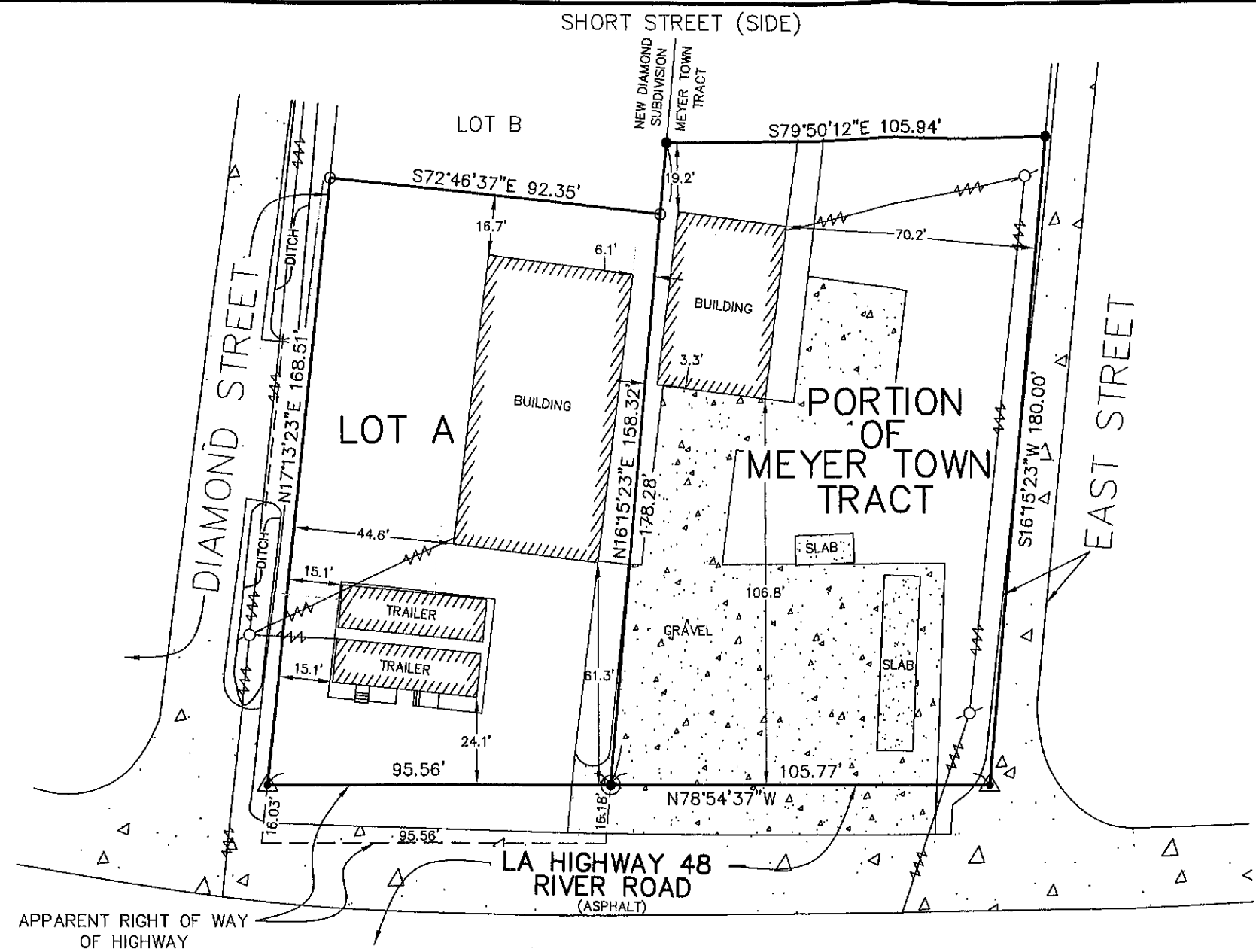
One section of the property is currently C3, while other sections are C1. Renovations which will upgrade one of the buildings on the property are planned.

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

The future land use currently shows a majority of the property is General Commercial. A small portion in the rear of the property is Light Industrial. This complies with our request of a M1 designation.

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.

Warehousing and Storage of Non-Hazardous Material



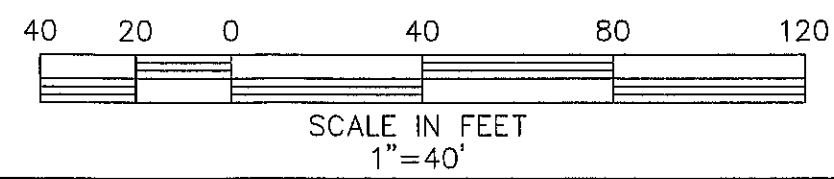
CHAIR, PLANNING AND ZONING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

CHAIR, ST. CHARLES PARISH COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_

PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007 IN COB  
FOLIO \_\_\_\_\_ ENTRY no. \_\_\_\_\_

- LEGEND**
- 3/4" IRON PIPE SET
  - ⊙ PAINT DOT
  - #4 IRON ROD FOUND
  - △ PK NAIL SET
  - ⊕ POWER POLE
  - POWER LINE
  - FENCE



**TITLE:** SURVEY PLAT FOR REZONE OF LOT A OF NEW DIAMOND SUBDIVISION AND A PORTION OF THE MEYER TOWN TRACT TO SHOW THE CHANGE IN ZONING FROM CURRENT ZONE OF C-2 TO ZONE M-1  
SITUATED IN SECTION 5, T-12-S, R-8-E,  
NORCO, ST. CHARLES PARISH, LOUISIANA.

**DATE:** AUGUST 10, 2016

**SURVEY REFERENCE:** PLAN OF A SURVEY AND SUBDIVISION OF A PORTION OF THE MEYER TOWN TRACT ADJACENT TO NEW DIAMOND SUBD. BY HAROLD J. FLYNN, P.L.S. DATED 11/21/1973.

**BASIS OF BEARING:** BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE 1702 USING LIECA SMARTNET SOLUTION 8/10/2016 NAD 83.

**MUNICIPAL ADDRESS:** 15962 LA HIGHWAY 48 - RIVER ROAD

**CERTIFIED TO:** MIX BROTHERS TANK SERVICES

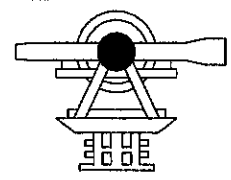
**SURVEYOR'S NOTES:**

- A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.
- B. 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.
- C. 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.

*Stephen P. Flynn*  
STEPHEN P. FLYNN  
P.L.S. LA. ST. REG. NO. 4668

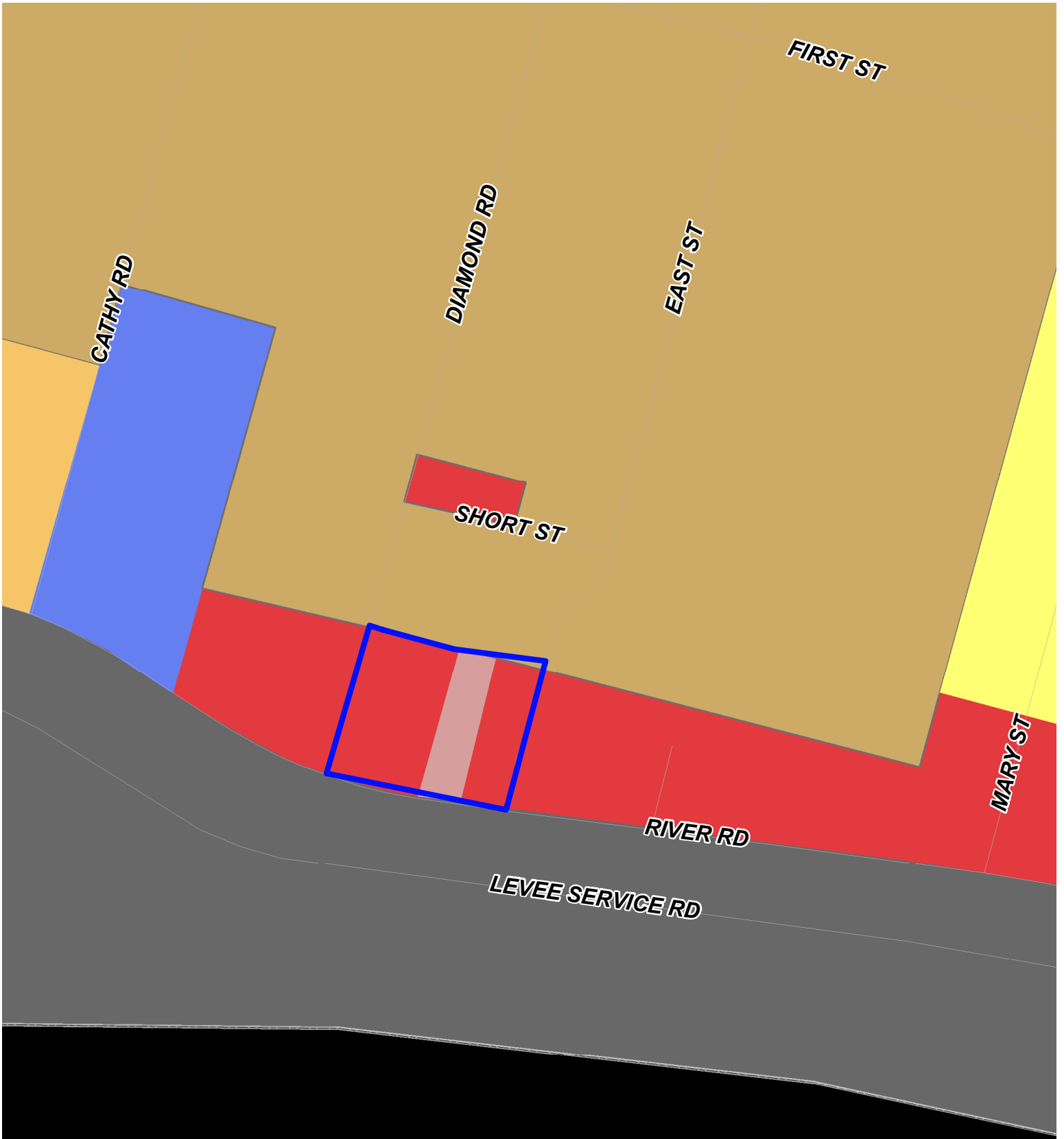
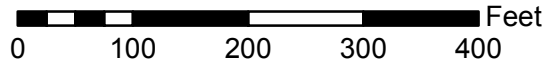
DRAWN BY: BJD      DRAWING NO. MM1303







**RIVERLANDS SURVEYING COMPANY**



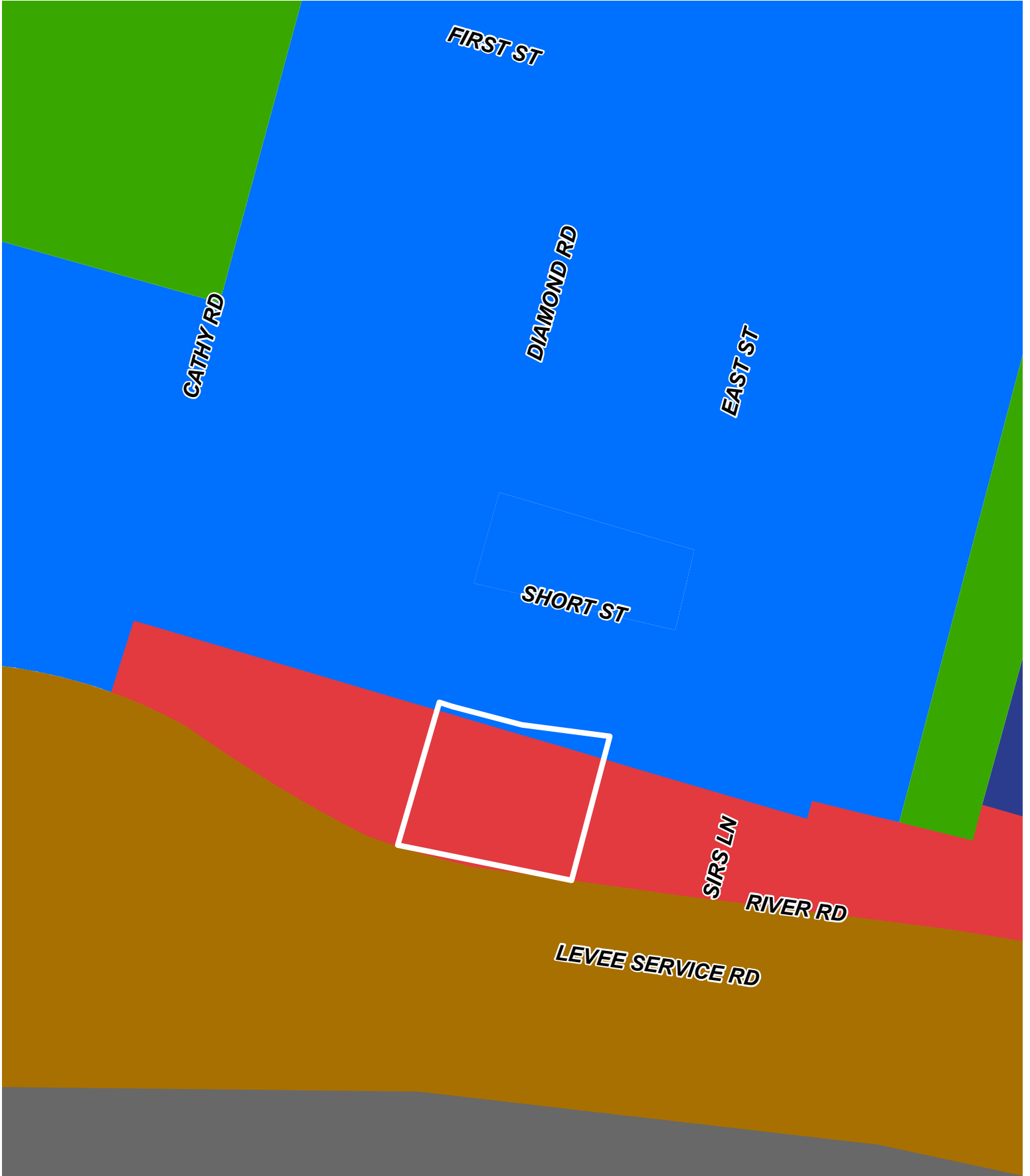
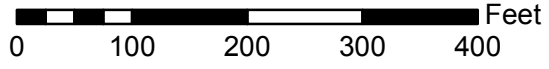
505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

Zoning  
PZR-2016-15  
Requested by: Dave Morrison  
Rezone from C-2, and C-3 to M-1









ZONING	
	B1
	C2
	C3
	MS
	R1A
	R1AM
	R3

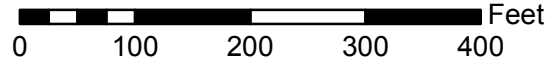
FLUM  
PZR-2016-15  
Requested by: Dave Morrison  
Rezone from C-2 and C-3 to M-1



**FLUM**

-  Commercial
-  Light Industrial
-  Low Density Residential
-  Mississippi River
-  Recreation/Open Space
-  Riverfront Commercial

Aerial  
PZR-2016-15  
Requested by: Dave Morrison  
Rezone from C-2 and C-3 to M-1





# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0369    **Version:** 1    **Name:** C-1 to R-1A as requested by Kevin & Shannon Templet  
**Type:** Ordinance    **Status:** Public Hearing  
**File created:** 10/17/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:** Yes

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:** Montz, Town of, P and Z (Dept. of)

**Code sections:**

**Attachments:** [2016-0369 Recommendation at a Glance](#)  
[2016-0369 Minutes 10.13.16 Templet](#)  
[2016-0369 LUR PZR-2016-14 \(Templet\)](#)  
[2016-0369 Agenda Packet PZR 2016-14 - Application, Survey, Aerial, Zoning, Flum](#)

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Publish/Scheduled for Public Hearing	
10/17/2016	1	Parish President	Introduced	
10/13/2016	1	Planning Commission	Recommended Approval	
10/13/2016	1	Department of Planning & Zoning	Recommended Approval	
9/2/2016	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

PZR-2016-14 requested by Kevin & Shannon Templet for a change in zoning classification from C-1 to R-1A at Lot 1A, Dixieland Subd., Ph. 1 17898 River Rd., Montz. Council District 6.

### **Planning Department Recommendation:**

Approval

### **Planning Commission Recommendation:**

Approval

Commissioner Booth: The next item on our agenda is PZR-2016-14 requested by Kevin & Shannon Templet for a change in zoning classification from C-1 to R-1A at Lot 1A, Dixieland Subd., Ph. 1 17898 River Rd., Montz. Council District 6.

Ms. Stein: Thank you Mr. Chair. The applicant requests a change of zoning district from C-1 to R-1A on Lot 1-A, Dixieland Subdivision, municipal address 17898 River Road, Montz. The lot is developed with a single-family house for we think decades. And it is a legal non-conforming use and it's not unusual for a lending institution or title company request that a property owner change the zoning to match the development of the property particularly in a single family home sale or residential mortgage. We do find that the request meets all of the criteria of all of the tests and we strongly recommend approval.

Commissioner Booth: Thank you. This is a public hearing for PZR-2016-14 Kevin & Shannon Templet, is there anyone here to speak for against this particular request? Is the applicant here? Come to the podium and state your name and address for the record please.

My name is Kevin Templet, I reside at 137 Thoroughbred Avenue in Montz. I do own the property at 17898 River Road in Montz and we are seeking to get it changed from commercial back to residential for a residential loan.

Commissioner Booth: Thank you sir. Anyone else here to speak for or against this particular issue? Any questions? Call for the vote.

YEAS: Loupe, Richard, Booth, Frangella, Galliano  
NAYS: None  
ABSENT: Pierre, Granier

Commissioner Booth: That passes unanimously. You'll have to come back here on November 14<sup>th</sup> for the Council meeting. They will have the final say in this issue sir.

---



# St. Charles Parish Department of Planning & Zoning

## LAND USE REPORT CASE NUMBER: PZR-2016-14

### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant** **Application Date:** 9/2/16  
Kevin and Shannon Templet  
137 Thoroughbred Avenue  
Montz, LA 70068  
(985)-652-3430; stemplet@cox.net
- ◆ **Location of Site**  
Lot 1-A, Dixieland Subdivision, municipal address 17898 River Road, Montz
- ◆ **Requested Action**  
Change of zoning from C-1 General Commercial-Commercial Offices to R-1A, Single Family Residential Detached Conventional Homes-Medium Density.

### SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel**  
Approximately 14,300 square feet; 98.87 feet of frontage on River Road (the site is primarily 66 feet wide throughout)
- ◆ **Current Zoning and Land Use**  
C-1, General Commercial-Commercial Offices; the lot is currently developed with a site built single -family house.
- ◆ **Surrounding Zoning and Land Use**  
The predominant zoning and land use in the area is R-1A developed with single-family houses. This surrounds adjacent to the rear and down-river side of the site; single-family houses are located in this district. B-2, Industrial Batture District zoning is located to the front or across River Road; this land is undeveloped. C-1 zoning is located adjacent to the up-river side of the site; this land also is vacant.
- ◆ **Plan 2030 Recommendation**  
*Neighborhood Commercial:* Neighborhood Commercial areas accommodate retail sales and services for the daily self-sufficiency of residents of a neighborhood or neighborhoods, such as convenience shopping, dry cleaners, hair salons and barber shops, day care centers, coffee shops, professional and business service offices, etc. Uses permitted in the C-1 (Commercial Office) zoning district are allowed in this district. Some uses that are permitted in the C-2 zoning district are also appropriate (e.g., bakeries, tailors, etc.).
- ◆ **Traffic Access**  
Traffic can access the site via River Road. The lot has approximately 99' of frontage; however, the design width of the lot is only 66'. The front line is not square.

### APPLICABLE REGULATIONS

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

D. Rezoning Guidelines and Criteria: Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.
2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property. One or more of following examples may be used in evaluating reasonableness:

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

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

**AND:**

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

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Site-built single-family detached dwellings
    - (2) 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.

(Ord. No. 06-12-6, § II, 12-4-06)

- c. Special permit uses and structures include the following:
  - (1) Child care centers.
  - (2) Public and private schools (except trade, business, and industrial).
  - (3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.
  - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all 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. (Ord. No. 88-5-6, 5-16-88; Ord. No. 95-4-8, § II, 4-3-95)
  - (7) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § I, 10-5-92; Ord. No. 92-12-9, §§ I, II, 12-7-92)
  - (8) Accessory Dwelling Units upon approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 15-7-5).
2. Spatial Requirements:
  - a. Minimum lot size: 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. (Ord. No. 97-9-3; 9-8-97)
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § III, 8-18-08)
  - 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. (Ord. No. 82-2-3, § II, 3-1-82)
  - (4) Nonresidential accessory buildings shall not be permitted. (Ord. No. 12-7-4, § III, 7-2-12)
- 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.

## ANALYSIS

The applicant requests a change of zoning district from C-1 to R-1A on Lot 1-A, Dixieland Subdivision, municipal address 17898 River Road, Montz. The lot is developed with a single-family house that was most likely built before the site was zoned C-1 (1981). This is called a legally nonconforming land use, and Section IX.C. (1) states that it can continue:

The lawful use of any building or land existing at the time of the enactment of this ordinance, or amendments thereto, may be continued although such use does not conform to the provisions of this ordinance.

The applicant requests that the zoning be changed to match the development in order to secure a mortgage. This is not uncommon.

The St. Charles Parish Zoning Ordinance establishes three guidelines for evaluating rezoning requests. In order to receive a recommendation for approval, an applicant must demonstrate that the request meets at least one of the three guidelines.

*The first guideline states that a rezoning request must conform to the parish's Future Land Use Map (FLUM) and not create a spot zone which is incompatible with the surrounding neighborhood.* The FLUM designation for the lot is Neighborhood Commercial, which corresponds to all uses permitted in the C-1 district and some in the C-2 district. Both the C-1 and C-2 zoning districts allow R-1A uses as a Special Permit, however, so while the change may not seem to conform to the FLUM, it does not conflict with it. As the extension of an existing R-1A zoning district to encompass a property that is developed with a site-built, single-family house, granting the request would not create a spot zone. **The request meets the first criteria.**

*The second guideline states that a rezoning should be considered if the land use pattern or neighborhood character has changed to the point where the existing zoning no longer allows for reasonable use of the subject property.* In 1981, the C-1 zoning district that comprises the lot was 7.5 acres. The C-1 zoning was likely meant to develop with commercial uses for the 78 residential lots of Dixieland Subdivision (Phase I, 1977; Phase II, 1979); however, the Department has no record of C-1 uses being permitted in the zoning district. In 1985, .5 acres of the C-1 zone adjacent to the subject lot was changed to R-1A (ord. 85-3-11) and in 1996, another 3.5 acres adjacent to the subject lot was changed to R-1A (ord. 96-8-1). The result is two disconnected C-1 zoning districts split by the residential development of Dixieland Subdivision. These two rezonings that occurred adjacent to the site have made it triggered the requirement for a 10' wide landscape buffer and 6' high solid wood or masonry fence in order to permit a C-1 use on the subject property. While the subject lot has 98' of frontage, the designable width of the property is only 51' (the property is only 66' wide and requires a 10' wide landscaped buffer and a 5' wide side yard).

Considering the impact of the rezones to R-1A adjacent to the lot, the C-1 zoning does not allow reasonable use of Lot 1-A not only because of changes in the land use pattern but also because the site *is already developed with a site-built house.* **The request meets the second criteria.**

*The third guideline states that a rezoning request may be considered if the uses permitted by the proposed zoning are not incompatible with existing neighborhood character or overburden existing public infrastructure.* The uses permitted in the R-1A zoning district would be more compatible with the existing neighborhood as the area is developed predominantly with site-built single family residences. The Departments of

Public Works and Wastewater and Waterworks indicate that there are services in the area to accommodate uses permitted in the R-1A zoning district. Public infrastructure would not be overburdened. **The request meets the third criteria.**

The rezoning request does not exceed three acres and does not require a corresponding change to the Future Land Use Map.

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

**Approval**



**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 #:	2016-14
Receipt #:	3321
Application Date:	9/2/16
Zoning District:	
FLUM Designation:	
Date Posted:	9/30/16

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

Fee: \$40 - \$200

Applicant: Kevin + Shannon Templet

Home address: 137 Thoroughbred Ave. Montz, LA 70068

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

Phone #s: 985-652-3430 Email: stemplet@cox.net

Property owner: Kevin + Shannon Templet

Municipal address of property: 17898 River Rd. Montz, LA 70068

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

Change of zoning district from: Commercial (C-1) to: Residential (R-1A)

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

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

Describe how you plan to use the property if the rezoning is granted: Single family dwelling

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

- Other single family dwellings are adjacent to property
- It would be the same as the neighborhood

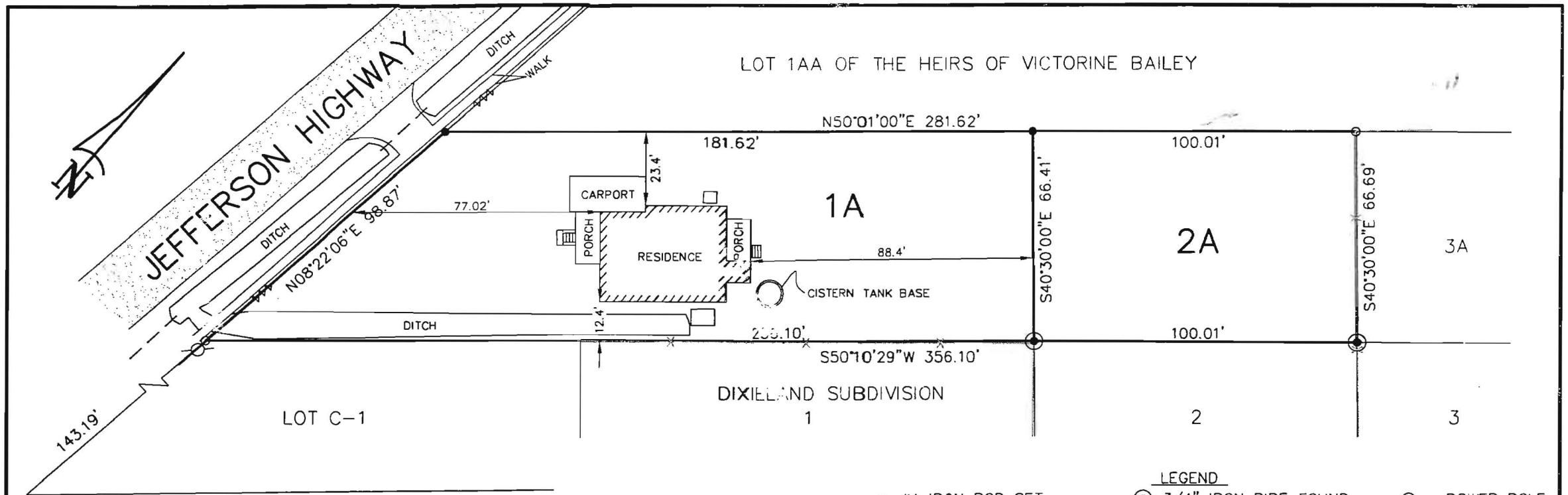
Is there something about the property or the surrounding neighborhood that make the rezoning necessary?

- For a residential mortgage

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

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

N/A



- LEGEND**
- #4 IRON ROD SET
  - #4 IRON ROD FOUND
  - ⊙ 3/4" IRON PIPE FOUND
  - FENCE
  - ⊖ POWER POLE
  - POWER LINE

**TITLE:** SURVEY PLAT OF LOT 1A & LOT 2A OF THE SUBDIVISION OF A PORTION OF SECTION 6, T-11-S, R-7-E, MONTZ, ST. CHARLES PARISH, LOUISIANA.

**SURVEY REFERENCE:** PLAN SHOWING SUBDIVISION OF A PORTION OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 7 EAST, ST. CHARLES PARISH, LOUISIANA BY GERALD W. SWANSON DATED 1/19/1984

**BASIS OF BEARING:** TAKEN FROM REFERENCED SURVEY PLAT.

**SURVEYOR'S NOTES:**

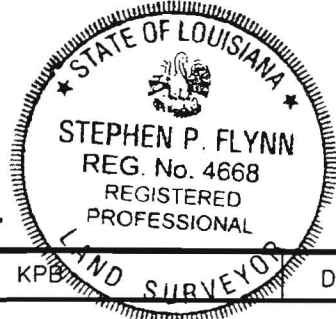
- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46: LXI, CHAPTER 25 FOR A CLASS "C" SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.
- D. 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.

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

**CERTIFIED TO:** KEVIN & SHANNON TEMPLET

**MUNICIPAL ADDRESS:** 17898 JEFFERSON HIGHWAY

**DATE:** NOVEMBER 6, 2007



*Stephen P. Flynn*  
 STEPHEN P. FLYNN  
 P.L.S. LA. ST. REG. NO. 4668

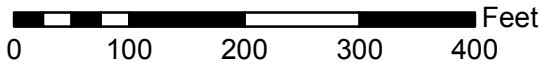
SCALE: 1" = 40'

DRAWN BY: KPB LAND SURVEYOR DRAWING NO. M9109

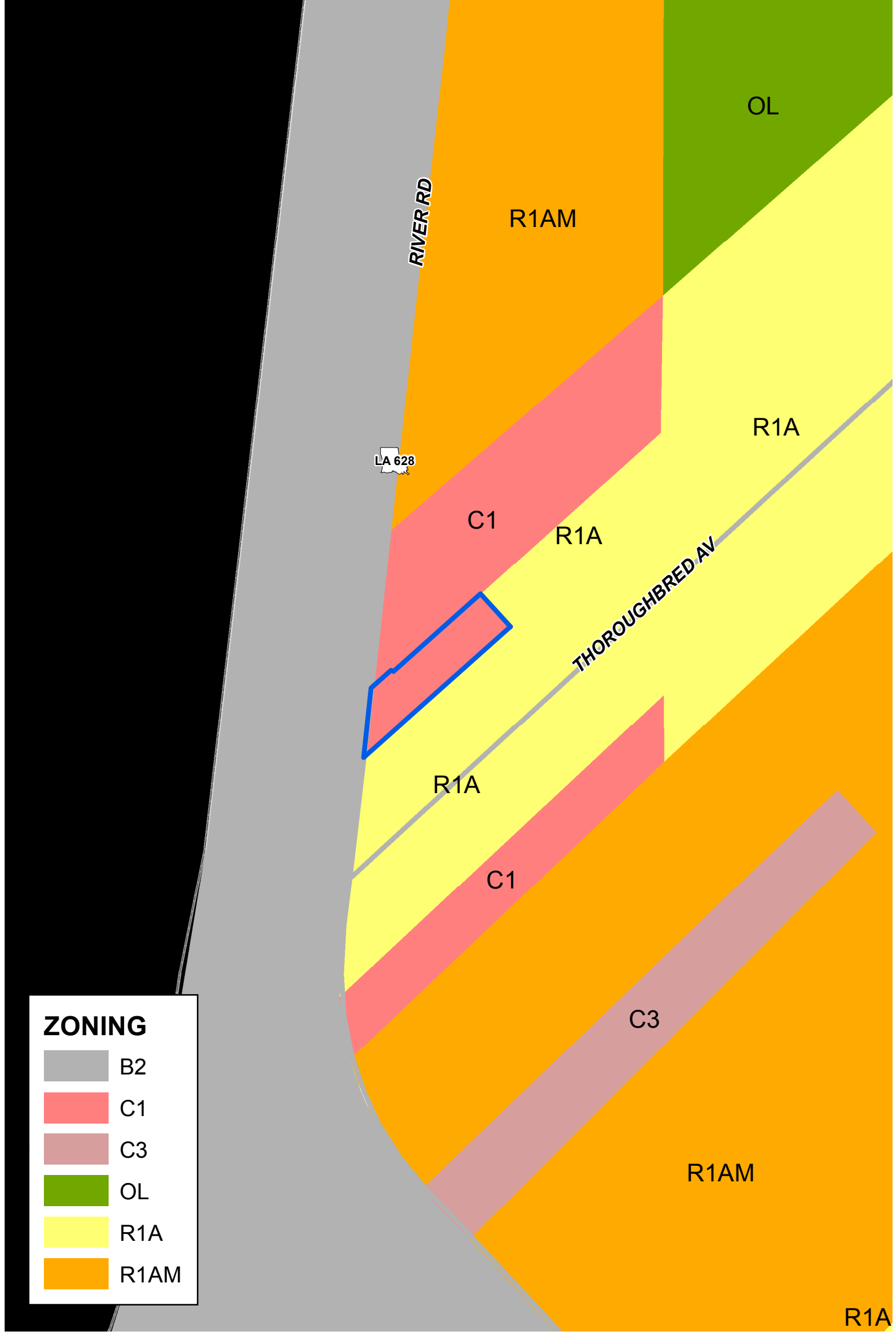
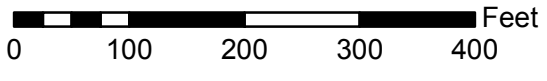
**RIVERLANDS SURVEYING COMPANY**







505 HEMLOCK STREET  
 LAPLACE, LA. 70068  
 1-800-248-6982  
 985-652-6356

Aerial  
PZR-2016-14  
Requested by: Kevin & Shannon Templet  
Rezone from C-1 to R-1A



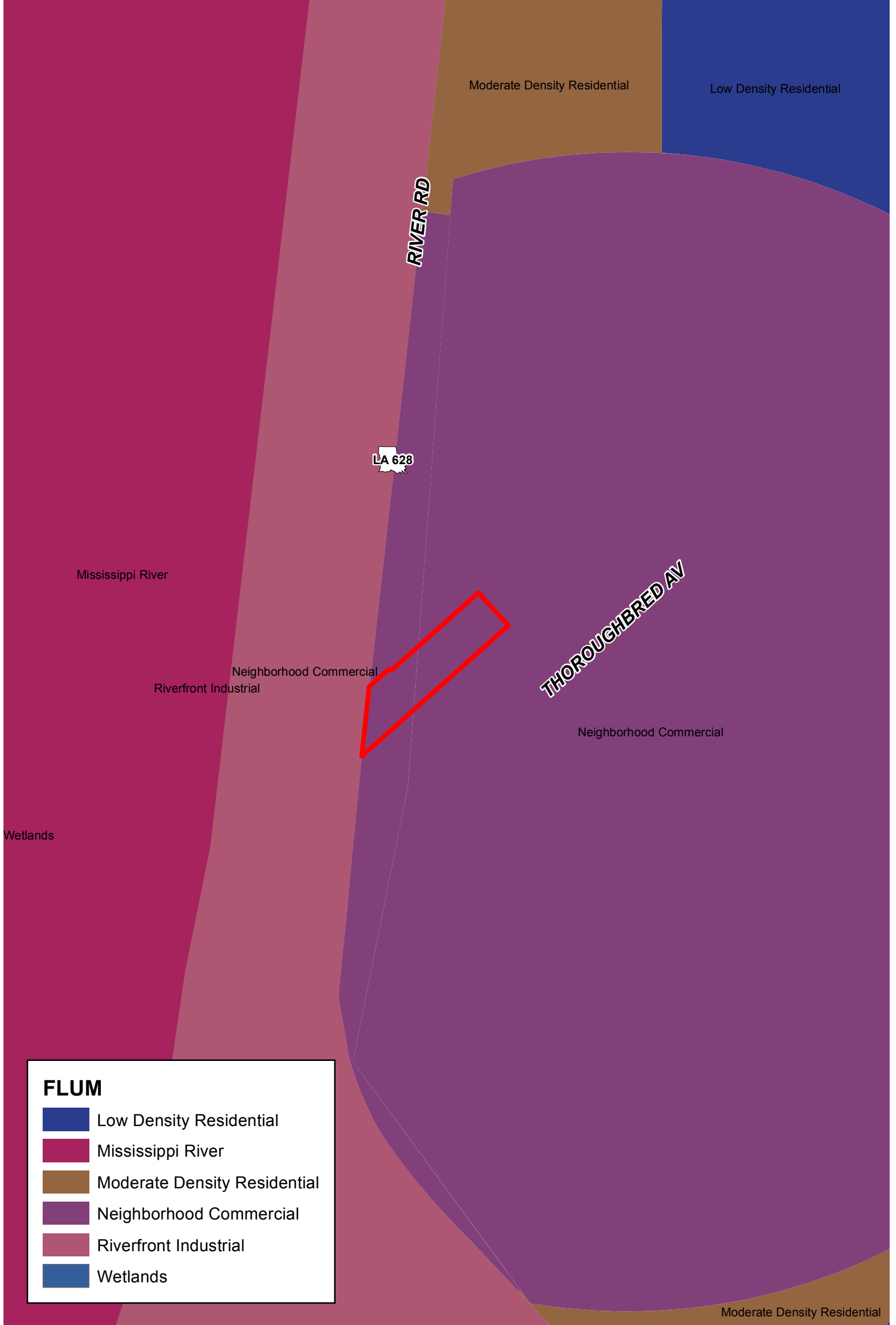
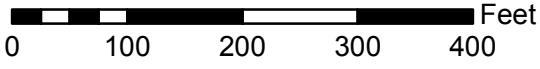
**Zoning**  
**PZR-2016-14**  
**Requested by: Kevin & Shannon Templet**  
**Rezone from C-1 to R-1A**



ZONING	
	B2
	C1
	C3
	OL
	R1A
	R1AM



**FLUM**  
**PZR-2016-14**  
**Requested by: Kevin & Shannon Templet**  
**Rezone from C-1 to R-1A**



**FLUM**

- Low Density Residential
- Mississippi River
- Moderate Density Residential
- Neighborhood Commercial
- Riverfront Industrial
- Wetlands

Moderate Density Residential



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0368    **Version:** 1    **Name:** Amend Code-modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type

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

**File created:** 10/17/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:** Building Codes, P and Z (Dept. of), Public Works (Dept. of)

**Code sections:** Ch. 6. Art. II. Sec. 6-15. - Fees

**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Publish/Scheduled for Public Hearing	
10/17/2016	1	Parish President	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0370    **Version:** 1    **Name:** Full and final settlement-"Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.", 29th Judicial District Court, Parish of St. Charles, No. 69251

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

**File created:** 10/17/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.", 29th Judicial District Court, Parish of St. Charles, No. 69251.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Legal Services

**Indexes:** Suits - Vial, Mary et al vs. St. Charles Parish 29th JDC #69,251-D

**Code sections:**

**Attachments:** [2016-0370 09-17 - Vial Settlement Agreement Final](#)  
[2016-0370 09-17 - Magnolia Settlement Release Final](#)  
[2016-0370 09-17 - Renton Settlement Release Final](#)  
[2016-0370 09-17 - Lambert Settlement Release Final](#)

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Publish/Scheduled for Public Hearing	
10/17/2016	1	Parish President	Introduced	

## FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: **Mary Vial**

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): **St. Charles Parish**

1. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation filed by Mary Vial against St. Charles Parish.

On April 20, 2009 Mary Vial filed suit against the Parish of St. Charles in Action # 69251 which involved various alleged claims as pertaining to the below property.

Plaintiff Mary Vial owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**A certain tract of land situated in T-13-S, R-9-E, Section 38, and T-12-S, R-9-E, Section 43, in St. Rose, Parish of St. Charles, State of Louisiana on the left descending bank of the Mississippi River, measuring 1/2 arpent on the south right of way line of the Illinois Central Gulf Railroad, by a depth between parallel lines to the south right of way lines of the property owned formerly by the vendors that was acquired by expropriation by the Louisiana Department of Transportation and Development in Docket No. 35,063, 29th Judicial District Court, St. Charles Parish, Louisiana, and recorded in COB404, folio 96. The subject property is bounded on the north by the south right of way line of the ICG RR, on the upper side by property owned by Rivet Dragline and Marshbuggy Co., Inc., on the north by property of LA, DOTD and on the lower side by that of the John Lambert Estate. The subject property is purchased together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining. Being a portion of the same property acquired by vendors by purchase from Evan J. Lambert, et al, by act dated March 24, 1983, before Emile R. St. Pierre, Notary Public, and recorded in COB 295, folio 429, St. Charles Parish, Louisiana.**

Among the many allegations Plaintiff asserted in her suit as summarized below. She alleges that:

"At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiffs' land.

At no time did Plaintiffs give the Parish permission to trespass onto her land or to dig a canal on her property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's' land, nor did the Parish ever tender just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the: canal, and

Plaintiff Mary Vial owned all rights in and to the property that is now covered by the road.

The Parish took the property in that it has now placed a canal and a road on the property.

As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision and the road is utilized to provide access to the canal.

The canal and road divide, sever and damage Plaintiff's property and diminish the value the remainder of Plaintiffs' property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of her loss resulting from Defendants' taking of her property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Mary Vial, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, she asserted the following summary of allegations:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiffs because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Vial property, a second canal has been cut-in using a North-South direction (hereafter the "North-South Canal"), causing an oxbow effect and extending the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. Primarily on the Vial property, the Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure

(hereafter the "V Drainage Structure") on the Vial property North of the adjacent subdivisions abutting the Vial property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line.

Over and above the damage done directly to their property as a result of the creation of these canals, ditches, roads and paths, Plaintiffs have further suffered damage as a result of the Parish's use of their property as the primary drainage for the adjacent developments. On the Lambert property, which abuts the adjacent development, substantial flooding has occurred due to the fact the development plan approved by the Parish permitted that property to drain directly onto the Lambert property. The fill from the adjacent development further encroaches the Lambert Property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect.

Lots abutting the Lambert property are allowed to drain onto the Lambert property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon her property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of her rights to free and unfettered enjoyment of her property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. She claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of her loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property—both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

## 2. PAYMENTS AND CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Mary Vial and she hereby acknowledges receipt of this payment.

## 3. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, her heirs, assigns, successors and any person of interest completely release, acquit and forever discharge the Defendant, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs her attorney to dismiss her lawsuit *Mary Vial et al. versus St. Charles Parish*, #69251 of the 29<sup>th</sup> District Court, Parish of St. Charles, State of Louisiana with full prejudice against Defendant and Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving her property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that she does hereby release the Defendant from her claims as summarized above forever and more particularly found in *Mary Vial et al. versus St. Charles Parish*, #69251 of the 29<sup>th</sup> District Court, Parish of St. Charles, State of Louisiana

Plaintiff hereby agree that this Release is a general release, and that she waives and assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims she may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section 2 of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that she may have at any time in the future that in any way arise out of her owner of her Property and the claims asserted in Section 1 above. It is Plaintiff's intention and desire that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or her successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving her property as summarized in the allegations above. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

#### 4. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of her own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

#### 5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrant that no other person or entities have any interest in the claims referred to in this Release, and that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

#### 6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

7. REPRESENTATION OF COMPREHENSION OF DOCUMENTS

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to her by her attorney, and that those terms are fully understood and accepted by her.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

8. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

9. OVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

10. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_  
MARY VIAL

\_\_\_\_\_  
Date

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR MARY VIAL:

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH



\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared Mary Vial, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That she has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that she has executed this instrument in multiple counterparts of her own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
MARY VIAL

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: **Jefferson Magnolia, L.L.C.**

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): **St. Charles Parish**

I. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Jefferson Magnolia, L.L.C. against St. Charles Parish.

On April 20, 2009 Jefferson Magnolia, L.L.C. filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, Jefferson Magnolia, L.L.C. owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi river, at about 21 miles above the City of New Orleans, approximately 28.470 acres and a 70,9 88 square foot parcel north of L & A railroad in Section 43 T12S-R9E according to survey by Paul J. Kocke, Sr. dated August 11, 1994 and revised September 25, 1995.**

Among the many allegations Plaintiff asserted in its Original Petition for Just Compensation are summarized below.

It alleges that:

“At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff’s property, dug a canal through Plaintiff’s property, and built a road accessing the canal through a portion of Plaintiff Mary Vial’s land. The canal continues to fill with water and overflow onto Plaintiff’s land.

At no time did Plaintiff give the Parish permission to trespass onto its land or to dig a canal on its property; nor did Plaintiff give permission to the Parish to utilize its property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff’s land, nor did the Parish ever tender just compensation or damages. Plaintiff, Jefferson Magnolia, L.L.C., owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of its ability to enjoy all rights in and to its property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff’s property and diminishes the value the remainder of Plaintiff’s property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of its loss resulting from Defendant's taking of its property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff’s property as a result

of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Jefferson Magnolia, L.L.C., filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, it asserted the following summary of allegations and facts: In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision. At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to its property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of its property as the primary drainage for the adjacent developments.

It has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto its property. The fill from the adjacent development further encroaches its property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect.

Lots abutting the its property are allowed to drain onto its property because the Parish failed to require adequate safeguards — such as a drainage receptacle or retaining wall — along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon its property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of its ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of its rights to free and unfettered enjoyment of its property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. It claims that the Parish further diminished the value of the surrounding property in that the Parish subjected the property to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of its loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

## II. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Jefferson Magnolia, L.L.C. and Jefferson Magnolia, L.L.C. hereby acknowledges receipt of this payment.

## III. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, its heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs its attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving its property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that it does hereby release the Defendant from its claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish*.

Plaintiff hereby agree that this Release is a general release, and that it assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims it may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section II of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that it may have at any time in the future that in any way arise out of its ownership of its Property and the claims asserted in Section I above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or its successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving its property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

#### IV. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of its own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

#### V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

#### VI. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

#### VII. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to its officials and officers by its attorney, and that those terms are fully understood and accepted by the officials and officers of Jefferson Magnolia, L.L.C.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

VIII. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

IX. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

X. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_ IN HIS CAPACITY AS \_\_\_\_\_ FOR JEFFERSON  
MAGNOLIA, L.L.C.

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR JEFFERSON MAGNOLIA, L.L.C.  
EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH  
EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared \_\_\_\_\_ a person of full age and majority and a resident of the Parish of \_\_\_\_\_, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

That he further has been authorized by JEFFERSON MAGNOLIA, L.L.C. through the appropriate company authorizations to execute this agreement and forever bind JEFFERSON MAGNOLIA, L.L.C. to the terms and conditions of this Release.

\_\_\_\_\_  
\_\_\_\_\_ IN HIS CAPACITY AS \_\_\_\_\_ FOR JEFFERSON  
MAGNOLIA, L.L.C.

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: **Edward Renton**

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): **St. Charles Parish**

i. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Edward Renton against St. Charles Parish.

On April 20, 2009 Edward Renton filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, Edward Renton owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in that part known as the JOHN LAMBERT TRACT, designated as A PORTION OF LOTS 5 and 6 (Property of John M. Key), bounded by the Louisiana and Arkansas Railroad R.O.W., D.O.T.D. Parcel 22-26, Lot 7, Lot 4 and the Illinois Central Railroad R.O.W. and is more fully described .as follows:**

**Begin at the intersection of the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W. (A 100 foot R.O.W.) and the common line of Lots 6 and 7 of the John Lambert Tract; thence along the aforesaid common line. S 20 degrees 36 minutes 07 seconds E (title), S 20 degrees 37 minutes 00 seconds {actual), a distance of 2,538.10 feet (title), 2543.87 (actual) to a point on the northerly right of way line of the Illinois Central Railroad R.O.W. (a 100 foot R.O.W.); thence along the aforesaid northerly right of way line, S 49 degrees 11 minutes 49 seconds W a distance of 293.64 feet to a point of the common line of Lots 4 and 5 of the John Lambert Tract; thence along the aforesaid common line, N 21 degrees 05 minutes 47 seconds W (title). N 21 degrees 09 minutes 17 West (actual), a distance of 2,747.11 feet (title), 2754.70 feet (actual), to a point on the southerly right of way line of OOTD Parcel 22-26; thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 38 seconds E (title) N 72 degrees 35 minutes 26 Seconds W (actual) a distance of 242.76 (title) 247.60 feet (actual) to a point; thence continue along the aforesaid southerly right of way line, N 46 degrees 40 minutes 01 seconds E a distance of 114.15 (title) 117.08 feet (actual) to a point on the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W.. (a 100 foot R.O.W.); thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 26 seconds E a distance of 3.46 feet (title) 2.93 feet (actual) to the POINT OP BEGINNING.**

**All in accordance with survey of BFM Professional Land Surveyors, dated May 1, 2007, a copy of which is attached hereto and made part hereof. The above described portion of ground contains 17.1626 (title), 17.357 (actual) acres.**

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that:

“At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.



The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, Edward Renton, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Edward Renton, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the his property are allowed to drain onto his property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals,

ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

ii. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ninety Thousand Dollars and 00/100 cents (\$90,000.00) to Edward Renton and he hereby acknowledges receipt of this payment.

iii. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, his heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs his attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving his property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish*.

Plaintiff hereby agree that this Release is a general release, and that he assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section ii of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

iv. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

v. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

vi. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

vii. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

viii. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be required to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

ix. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

x. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

---

EDWARD RENTON

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR EDWARD RENTON

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared EDWARD RENTON, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
EDWARD RENTON  
WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: **John T. Lambert, Jr.**

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): **St. Charles Parish**

A. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by John T. Lambert, Jr. against St. Charles Parish.

On April 20, 2009 John T. Lambert filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, John T. Lambert, Jr., owns 2/3 interest of that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi River, at about 21 miles above the City of New Orleans, measuring one hundred and twenty-om: (121 ') feet, more or less, front on the said river by eighty (80) arpents in depth, opening in the rear; bounded above by Tract No. Three hereinafter described, together with all rights, ways, servitudes, privileges and advantages thereunto belonging; including all buildings hereon.**

**As per plan of W. A. Blalock, Civil Engineer, dated April 23,1924, and as more fully surveyed and shown by blue print of plan made by Henry E. Landry, Civil Engineer, under date of August 22,1946, both of said plans being hereto annexed and made part hereof, and shown thereon as Tract No. Four of Nine Tracts comprising the property formerly known as the "John Lambert Tract", located in Section 41, 43, and 47, Township 12 South, Range 9 East, east of the Mississippi River, in St. Charles Parish, Louisiana. Acquired by William A. Lambert per Act of Partition dated December 22, 1951 and recorded in COB XXX, Folios 126 et seq.**

John T. Lambert, Jr. is further the owner of an undivided 1 /4 interest in the following property:

**A certain tract of land, together with all the buildings and improvements thereon and all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left bank of the Mississippi River, about twenty-five miles above the City of New Orleans, measuring two and one-half (2 Yi) arpents front on the Mississippi River, by a depth of sixty (60) arpents between parallel lines, together with alluvion and batture and all riparian rights attached to the ownership of said property, bounded above by the property now or formerly belonging to Vincent Barbara, below by the property now or formerly belonging to Mrs. F. O. Weaver and on the rear by the property formerly belonging to A. Lasseigne, and sold by him to John Dresser, together with all the buildings thereon; less that part of the property heretofore sold to Vincent Barbara and Henry Barbara by Olide Cambre, by act before Henry J. Forcele, Jr., Notary Public for the Parish of Orleans, on June 18,, 1917, registered in Conveyance Office Book T, Folio 163, Parish of St. Charles, which said part is to be taken off of the above described property and which said property so sold by Olide Cambre, the vendor now declares consists of One (1) arpent front taken from the upper side by sixty (60) arpents in depth between parallel lines, excepting an off-set of ground to include oak trees which was not sold.**

And which said portion of land is more fully depicted by a survey thereof made by Frank T. Payne, Civil Engineer and Surveyor, dated Gretna, Louisiana, April 25, 1924, a blue print copy of which is hereto annexed, and by which the said tract or portion of land is more fully described as:

a Certain piece or portion of land fronting on the Mississippi River and including all alluvial batture, with a front measurement on the public road on an angle of three hundred and sixteen and four tenths feet, from the point "H" to the point "I"; thence it has a first depth from the point "I" north twenty-four degrees, fifty-six minutes west five hundred and minutes east, sixty-six and 91/100 feet to the point "B"; thence it has a fourth depth on a line north thirty feet to the point "A"; thence it widens to a second depth on a line north thirty-two degrees forty-four minutes west, four hundred and fifty-seven and four tenths feet to the point "C" thence it narrows to a third depth on a line north forty-three degrees, thirty-three twenty-four degrees, fifty-six minutes west, four thousand five hundred and nine feet to the point "D"; thence it has a fifth depth on line north twenty-five degrees twelve minutes west, five thousand nine hundred and seventy-one feet to a point "E"; where it joins the sixty arpent line; thence has its rear line on a north forty-one degrees, thirty minutes east, three hundred and fourteen and three-tenths feet to the point "F"; thence back along its lower side on a line south twenty-five degrees, twelve minutes west, sixty-one hundred feet on the point "G"; thence on a line south twenty-four degrees, fifty-six minutes west, five thousand three hundred and eighty-eight feet to the point "H", the point of beginning.

And which said tract of land as depicted contains seventy-four and seventy-one hundredths (74.71) acres.

According to the map of Frank H. Waddill, C.E., dated February 17, 1904, said tract of land lies in part in Township 13 S., R. 9 E., and in part in Township 12, S. R. 9 E.

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that:

“At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, John T. Lambert, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendants' taking of his property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result

of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, John T. Lambert, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts: In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property.

On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line.

Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.



As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the his property are allowed to drain onto his property because the Parish failed to require adequate safeguards-such as a drainage receptacle or retaining wall-along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to expert fees and costs incurred in connection with this proceeding, the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees,

#### B. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to John T. Lambert, Jr., and he hereby acknowledges receipt of this payment.

#### C. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, his heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs his attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving his property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish.

Plaintiff hereby agree that this Release is a general release, and that he assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section B of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above more particularly found in *Mary Vial, et al. versus St. Charles Parish*, #69251 of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

D. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

E. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

F. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

G. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

H. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

I. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

J. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_  
JOHN T. LAMBERT, JR.

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR JOHN T. LAMBERT

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared JOHN T. LAMBERT, JR., a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
JOHN T. LAMBERT, JR.

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL



# St. Charles Parish

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

## Legislation Details

**File #:** 2015-0341    **Version:** 3    **Name:** Amend Code-Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. (b) and Section 11-30. (b)

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

**File created:** 10/17/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

**Sponsors:** Paul J. Hogan

**Indexes:** Burning, Legislative Cmte, Sheriff

**Code sections:** Ch. 11. Art. III. Sec. 11-29. - Exceptions to prohibition against outdoor burning, Ch. 11. Art. III. Sec. 11-30. - Violations and penalties

**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	3	Parish Council	Publish/Scheduled for Public Hearing	
10/17/2016	3	Council Member(s)	Introduced	
10/3/2016	2	Parish Council	Public Hearing Requirements Not Satisfied	
10/3/2016	2	Parish Council	Postponed Indefinitely and Referred	Pass
10/3/2016	2	Parish Council	Postponed Indefinitely and Referred	
9/19/2016	2	Parish Council	Publish/Scheduled for Public Hearing	
9/19/2016	2	Council Member(s)	Introduced	
10/5/2015	1	Parish Council	to extend time an additional three minutes	Pass
10/5/2015	1	Parish Council	Time Extended	
10/5/2015	1	Parish Council	Public Hearing Requirements Satisfied	
10/5/2015	1	Parish Council	Approved	Fail
10/5/2015	1	Parish Council	Failed	
9/21/2015	1	Parish Council	Publish/Scheduled for Public Hearing	
9/21/2015	1	Council Member(s)	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2014-0374    **Version:** 2    **Name:** Request PP direct Public Works to remove all bushes from within the right-of-way near 171 Wisner Street in Paradis

**Type:** Resolution    **Status:** Tabled

**File created:** 10/17/2016    **In control:** Parish Council

**On agenda:** 10/17/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution requesting that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

**Sponsors:** Paul J. Hogan

**Indexes:** Paradis, Town of, Parish President, Public Works (Dept. of)

**Code sections:**

**Attachments:** [2014-0374 remove shrubs on Wisner](#)

Date	Ver.	Action By	Action	Result
10/17/2016	2	Parish Council	Tabled.	Pass
10/17/2016	2	Parish Council	Tabled.	
10/17/2016	2	Council Member(s)	Introduced	
12/1/2014	1	Parish Council	Removed from the Table	Pass
12/1/2014	1	Parish Council	Approved	Fail
12/1/2014	1	Parish Council	Failed	
11/17/2014	1	Parish Council	Tabled.	
11/17/2014	1	Parish Council	Tabled.	Pass
11/17/2014	1	Council Member(s)	Introduced	

ST. CHARLES PARISH COUNCIL  
WORK ORDERS

Department: PW

Work Order Number: 6051

Date Requested: 5/7/2012

Requesting Person: Hogan

Council District: 4

Subject: Remove tree and bushes

Location / Address: Wisner Street, Paradis

Task: #341  
Please remove the tree and the four azalea bushes from the Parish right-of-way in front of the property located between 153 and 181 Wisner on the end closest to 153 Wisner to provide a clear line of sight of traffic heading north on Wisner for the safety of vehicles exiting from 153 Wisner onto Wisner in Paradis.

Forwarded To: Mr. Sam Scholle

Process Comments:

Date Received:

Referred To:

General Notes: CR-12-0049  
Complete

Date Completed/Closed: 5/31/2012

Council Received Date: 6/12/2012

**ST. CHARLES PARISH COUNCIL  
WORK ORDERS**

Department: PW

Work Order Number: 6821

Date Requested: 5/28/2014

Requesting Person: Hogan

Council District: 4

Subject: Remove Bushes

Location / Address: Wisner Street, Paradis

Task: #453  
Please remove the bushes and their root structure from the Parish right of way between 153 and 181 Wisner as to permanently eliminate the obstruction to lines of sight of vehicles exiting adjacent driveways.  
Please note that the request to remove these bushes were previously completed but the bushes have regrown due to not removing the root systems.  
Attachments (2)

Forwarded To: Mr. Sam Scholle

Process Comments: 7-2-14 -Per Bob Dublan, he is holding until he looks at the ordinance.  
7-10-14 -Per TBoy, Bob still has, no decision yet.  
8-26-14 - Per TBoy, they will not do anything, no violation

Date Received:

Referred To:

General Notes:

Date Completed/Closed:

Council Received Date: 7/10/2014





# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0377    **Version:** 1    **Name:** Resub Lot 77A-1 located in the Ranson Tract of the Coteau de France into lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards  
**Type:** Resolution    **Status:** In Council - Resolutions  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution providing supporting authorization to endorse the resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J Frickey.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2016-0.377 Recommendation at a Glance](#)  
[2016-0377 Minutes 10.13.16 Frickey](#)  
[2016-0377 LUR PZS-2016-42 \(Frickey\)](#)  
[2017-0377 Agenda Packet PZS 2016-42](#)

Date	Ver.	Action By	Action	Result
11/14/2016	1	Parish President	Introduced	
10/13/2016	1	Planning Commission	Rcmd'd Approval w/Stip.	
10/13/2016	1	Department of Planning & Zoning	Rcmd'd Approval w/Stip.	
9/9/2016	1	Department of Planning & Zoning	Received/Assigned PH	

**RECOMMENDATIONS AT A GLANCE**

PZS-2016-42 requested by Lloyd J. Frickey for survey plat and resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 situated in Section 39, T14S R20E, Des Allemands. Zoning District R-1AM.

**Planning Department Recommendation:**

Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.

**Planning Commission Recommendation:**

Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.

Commissioner Booth: Next item on the agenda is PZS-2016-42 requested by Lloyd J. Frickey for survey plat and resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 situated in Section 39, T14S R20E, Des Allemands. Zoning District R-1AM.

Ms. Stein: Thank you Mr. Chair. The applicant is requesting a resubdivision of an irregularly shaped lot that's also been the subject of reduction by Old Spanish Trail. It came to you several months ago to be rezoned to R-1A(M) from M-1, light industrial. The applicant combined several lots to create the large parent lot that is being requested to be cut into 5 total lots. All of the proposed lots will exceed the area and frontage requirements for the R-1A(M) zoning district and the applicant has drawn the lines that you see in order to take advantage of some existing development in the area, some driveways, some culverts, some utility connections. The lots are not perpendicular to J. B. Green Road which was an outcome that we were looking for since it helps in making an orderly development pattern in the area, but the applicant is requesting a waiver. So if you grant a waiver to that requirement, it's a geometric standard that says side lot lines need to be perpendicular to the street, then this request would go forward to the parish council to get that waiver endorsed. We recommend approval of the waiver considering the current development patterns but we'd like you to recognize that sometimes this create permitting problems in the future the way the lots are oriented and getting something on them.

Commissioner Booth: This is a public hearing for PZS-2016-42. Mr. Frickey wants to subdivide this piece of land into 5 lots in Des Allemands. Mr. Frickey would you state your name and address for the record please.

My name is Lloyd Frickey. I live at 152 Bayou Estates Dr. in Bayou Gauche with my lovely wife of 49 years and 2 months. Thank you for hearing me tonight. I'm here upon as presented by Madam Stein. I had purchased this property on both sides of J. B. Green Road and I've completed the development on the south side and now I'm working on the north side to do this and complete this. I'm reserving another 4 acres past that line to remain M-1 which you guys granted to me the last meeting I was here to rezone from M-1 to R-1A(M). Historically J. B. Green Road is a mobile home community, it's been that way for years so I'm just kind of continuing the use. I'm dealing with this property to allow people that ordinarily would not get to own any property. It's selling it to them, financing it for them. I've done 15-16 lots on the other side and they've all been sold and all been financed by me so I appreciate your consideration in this. I reiterate that I am asking and I apologize because I don't know what the geometric standard things mean, I did not take any geometry in school, I was absent that week so I ask for that waiver as well this evening. I'll be happy to answer any questions and make any comments you'd like.

Commissioner Booth: Any questions for Mr. Frickey? Thank you sir.

Mr. Frickey: Thank you very much.

Commissioner Booth: Anybody else here to speak for or against this particular issue? Any other questions or comments from the Commission? I guess we will call for the vote with the waiver that Mr. Frickey is familiar with that he mentioned himself and that was also mentioned in the description of the request. Call for the vote.

YEAS: Loupe, Richard, Booth, Frangella, Galliano  
NAYS: None  
ABSENT: Pierre, Granier

Mr. Frickey that is unanimous, good luck.

---

# St. Charles Parish Department of Planning & Zoning

## LAND USE REPORT CASE NUMBER: PZS-2016-42

### GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant** **Application Date: 9/9/16**  
Lloyd J. Frickey  
152 Bayou Estates Drive  
Des Allemands, LA 70030  
(985)-758-2936; [lfrickey2@cox.net](mailto:lfrickey2@cox.net)
- ◆ **Location of Site**  
Lot 77-A1, located on the north side of J.B. Green Road between Highway 90 and Old Spanish Trail, Des Allemands
- ◆ **Requested Action**  
Resubdivision of Lot 77-A1 into five residential lots.

### SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel**  
Lot 77-A1 is an irregularly-shaped corner lot approx. 134,787 sq. ft. (3.09 acres), with 563.98' of frontage or width on J.B. Green Road and 170' on Old Spanish Trail.
- ◆ **Current Zoning and Land Use**  
The lot was recently rezoned to R-1AM (Ord 16-8-2; PZR 2016-10). It is developed with three mobile homes which appear to be occupied, and a site-built house which appears to be vacant. A large portion of the lot is undeveloped.
- ◆ **Surrounding Zoning and Land Uses**  
The surrounding neighborhood consists primarily of undeveloped land and low-density residential development. To the north properties, are vacant or developed with mobile homes. Mobile homes and a recreational park is located across J.B. Green Road to the south; undeveloped land and a St. Charles Parish water tower is located to the east; and undeveloped land is located across the railroad tracks to the west.  
  
The area consists of several zoning districts. M-1 and R-1A(M) is located to the north; R-1A(M) is located across J.B. Green Road to the south; M-1 is located adjacent to the east; W, Wetland zoning is located across the railroad tracks to the west.
- ◆ **Plan 2030 Recommendation**  
*Moderate Density Residential:* (8 dwellings per gross acre and greater)  
This category includes single family detached dwellings developed consistent with the R-1AM zoning district; attached dwellings such as duplexes, patio / zero-lot line homes and townhomes consistent with the R-2 zoning district; multifamily housing developed consistent with the R-2 zoning district; and accessory units. Neighborhood-serving uses such as parks, churches, easements and ancillary neighborhood commercial uses permitted under the CR-1 zoning district or permitted subject to special exceptions or special permits.
- ◆ **Traffic Access**  
Lot 77-A1 is a large corner lot with 563 feet of frontage on J.B. Green Road, a Parish street connecting Hwy 90 and LA 631. The lot also has 170 feet on Old Spanish Trail (LA 631), a substandard two-lane state east-west roadway.

### APPLICABLE REGULATIONS

#### Subdivision Ordinance, Section II. Subdivision Procedure

C. Minor Resubdivisions. 2. In instances where a net increase of more than five (5) lots is proposed by subdivision or resubdivision and no public improvements are required, no formal

preliminary plat shall be required. However, the presented plan of resubdivision shall conform to requirements outlined in Section II.C.3 of this section. Approval requires certification by the planning and zoning commission, determination and mitigation of impacts to public improvements, ordinance by the Council, and certification by the Parish President.

**Subdivision Ordinance, Section II. Subdivision Procedure. E.4.**

c. Waiver or Modification of Specific Subdivision Regulations. Should the Director discover that specific aspects of the submitted Preliminary Plat fail to conform to the regulations contained in this ordinance, he may choose to forward the proposal for formal consideration by the Planning Commission and Parish Council if the literal enforcement of one or more provisions of the ordinance (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or modification of existing regulations. Any application for Preliminary Plat approval which contains a request for a waiver or modification of any subdivision regulation shall contain a specific reference to the request and state the reasons that the request be granted. The Planning Commission, with a supporting resolution of the Council, may grant a waiver or modification of these regulations only when such requests meet the conditions of this subsection (i, ii) and are not detrimental to the public interest.

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

1. Use Regulations:

- a. A building or land shall be used only for the following purposes:
  - (1) Site-built, single-family detached dwellings.
  - (2) Manufactured homes.
  - (3) Mobile homes.
  - (4) Accessory uses.
  - (5) Private recreational uses.
  - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
- b. Special exception uses and structures include the following:
  - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
  - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
  - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
- c. Special permit uses and structures include the following:
  - (1) Child care centers.
  - (2) Public and private schools (except trade, business and industrial).
  - (3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.
  - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
  - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)
  - (6) Accessory Dwelling Units upon approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 15-7-5)

2. Spatial Requirements.

- a. Minimum lot size: five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
- b. Minimum yard sizes:
  - (1) Front—fifteen (15) feet.
  - (2) Side—five (5) feet.
  - (3) Rear—five (5) feet.
  - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
  - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8
- c. Accessory buildings:

- (1) The accessory building shall not exceed two-story construction.
- (2) Minimum setback of accessory buildings shall be three (3) feet.
- (3) Nonresidential accessory buildings shall not be permitted.
- d. Permitted encroachments:
  - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
  - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
- 3. Special Provisions:
  - a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
    - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
    - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
    - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
  - b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication Manufactured Home Installation in Flood Hazard Areas.
  - c. RESERVED
  - d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

**Subdivision Ordinance, Section III. Geometric Standards. C. Lots.**

- 2. **Lot Lines.** All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission.

<b>ANALYSIS</b>
-----------------

The applicant requests resubdivision of one irregularly-shaped corner lot, 77-A1 with 170 feet of width or frontage on US 631/Old Spanish Trail and 563' of width or frontage on J. B. Green Road. The parent lot is 134,787 square feet and was recently rezoned to R-1AM. Several structures are present on the property—some are indicated to be removed.

All proposed lots will exceed the area and frontage requirement for the R-1A(M) district. One lot will front on Old Spanish Trail, another will be a corner lot, and the remaining three lots will front on J. B. Green Road. All lots meet or exceed the minimum 50-foot frontage width for R-1AM zoning and all lots exceed the minimum 5,000 square foot area requirements.

The proposed resubdivision requests several irregularly-shaped lots. Proposed lots, 77-A1-2, 77-A1-3, 77-A1-4, and 77-A1-5 do not meet the Geometric Standards. C. 2 which states, "All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission." This standard is meant to encourage an orderly development of land. When side lots lines are perpendicular to the street with a consistent lot width, structures generally tend to be permitted so that their front door or porch faces the road with required parking on one side of the structure. Future development of J. B. Green Road would certainly benefit from a more orderly parcel design.

Should the developer wish to proceed with the presented lot configuration in order to take advantage of existing development, a waiver by the Planning and Zoning Commission and Supporting Resolution by the Parish Council is required. The applicant has been advised of this and at the time of writing this report, is considering his options.

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

**Recommendation withheld developer's decision to revise the plat or request a waiver.**

**Lloyd (L.J.) Frickey**  
**GENERAL CONSULTING SERVICES, LTD.**  
**152 Bayou Estates Drive**  
**Des Allemands, LA.70030**

**PHONE: 985-758-2936**

**EMAIL: lfrickey 2@cox.net**

VIX FAX 985-783-6447

OCTOBER 11,2016

ST. CHARLES PARISH DEPARTMENT OF PLANNING AND ZONING  
P.O. BOX 302  
HAHNVILLE, LA. 70057

ATTENTION: DIRECTOR ALBERT

RE :RESUBDIVISION J B GREEN NORTH

LOTS: 77-A-1-2, 77-A1-3, 77-A1-4 77-A1-5

DEAR MR. ALBERT,

THIS IS AN OFFICIAL REQUEST TO WAIVE THE FOLLOWING:

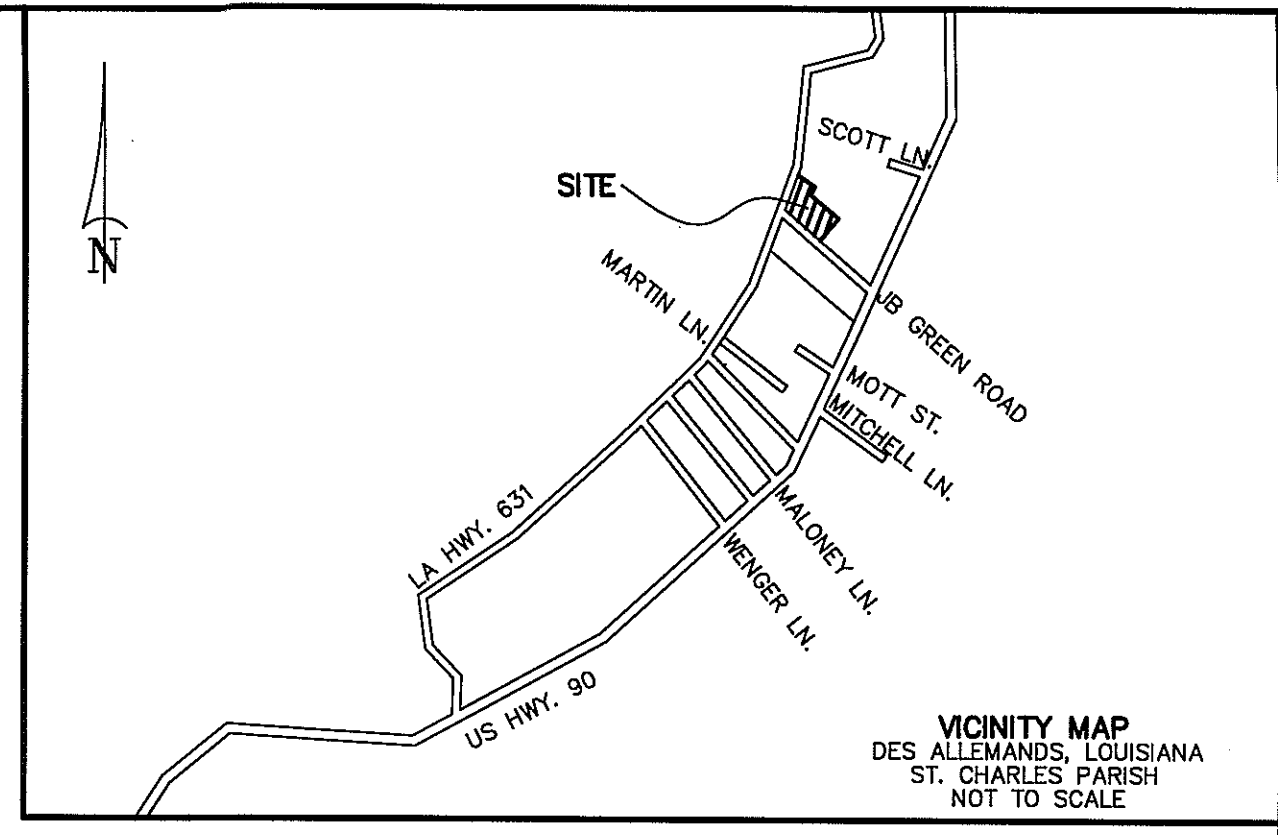
SUBDIVISION ORDINANCE, SECTION III. GEOMETRIC STANDARDS. C. LOTS

BEST WISHES,

LLOYD ( LJ) FRICKEY



**SURVEY PLAT AND RESUBDIVISION OF LOT 77-A1  
BEING A PORTION OF LOTS 73, 75, 77 & 79 OF THE SUNSET DRAINAGE DISTRICT  
LOCATED IN THE RANSON TRACT OF THE COTEAU DE FRANCE  
INTO LOTS HEREIN DESIGNATED AS LOTS 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 & LOT 77-A1-5  
BEING A PORTION OF LOTS 73, 75, 77 & 79 OF THE SUNSET DRAINAGE DISTRICT  
LOCATED IN THE RANSON TRACT OF THE COTEAU DE FRANCE  
SITUATED IN SECTION 39, T-14-S, R-20-E  
DES ALLEMANDS, ST. CHARLES PARISH, LOUISIANA**



DEVELOPER: LLOYD JOSEPH FRICKEY  
152 BAYOU ESTATES DRIVE  
DES ALLEMANDS, LOUISIANA 70030

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

PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN OF PLANNING & ZONING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

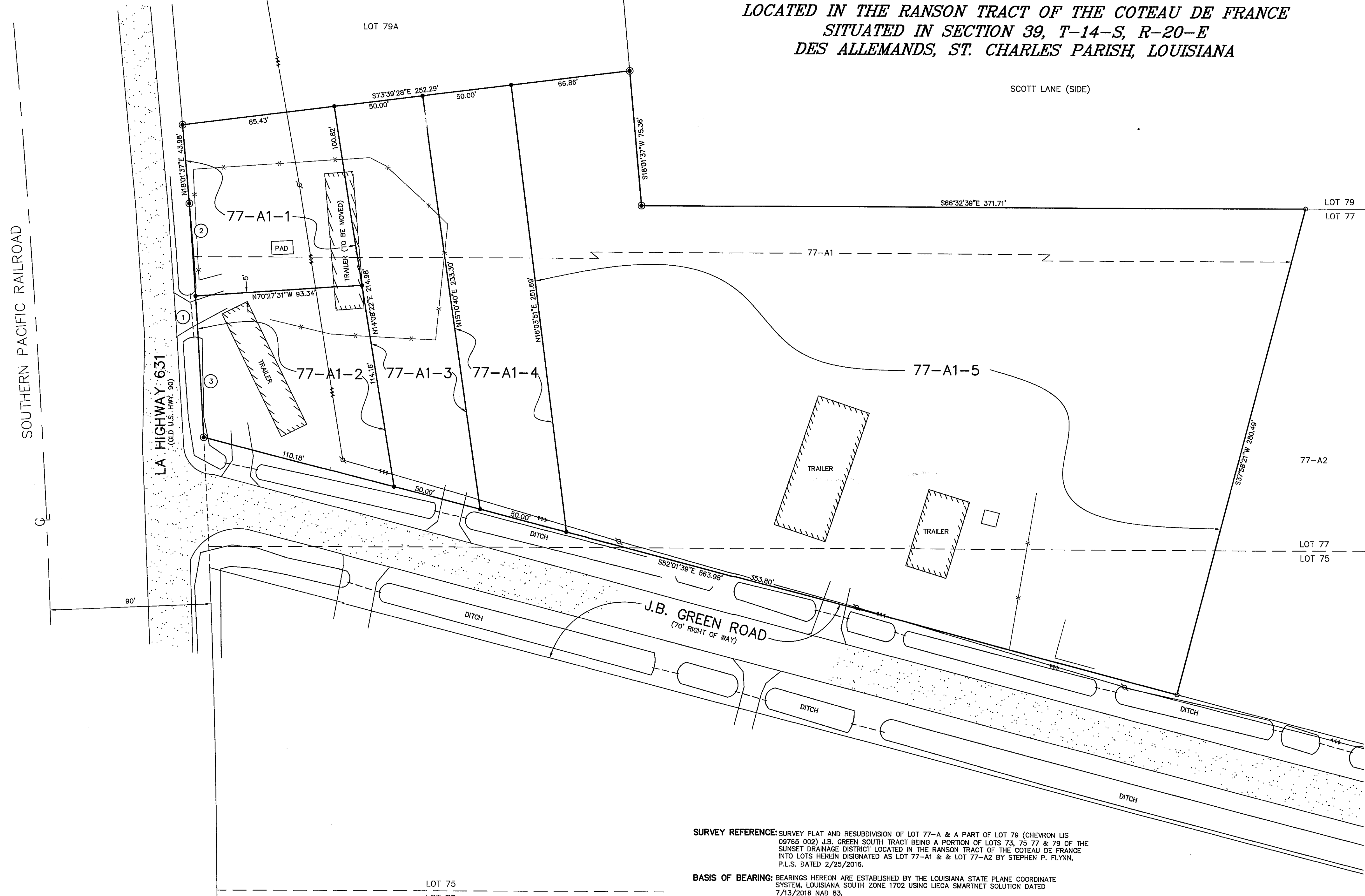
CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

RECORDED IN THE CLERK OF COURT'S OFFICE

ST. CHARLES PARISH ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, IN BOOK \_\_\_\_\_  
FOLIO \_\_\_\_\_, ENTRY # \_\_\_\_\_

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

US HIGHWAY 90 (SIDE)



AREA	
LOT	SQ. FT.
77-A1-1	8,739
77-A1-2	9,424
77-A1-3	10,748
77-A1-4	11,669
77-A1-5	94,209

**CURVE DATA:**

①	R= 5958.63' L= 130.46' CH= N19°36'30"E 130.46'
②	R= 5958.63' L= 51.82' CH= N19°13'46"E 51.62'
③	R= 5958.63' L= 78.84' CH= N19°51'24"E 78.82'

**SURVEY REFERENCE:** SURVEY PLAT AND RESUBDIVISION OF LOT 77-A & A PART OF LOT 79 (CHEVRON LIS 09765 002) J.B. GREEN SOUTH TRACT BEING A PORTION OF LOTS 73, 75 77 & 79 OF THE SUNSET DRAINAGE DISTRICT LOCATED IN THE RANSON TRACT OF THE COTEAU DE FRANCE INTO LOTS HEREIN DESIGNATED AS LOT 77-A1 & LOT 77-A2 BY STEPHEN P. FLYNN, P.L.S. DATED 2/25/2016.

**BASIS OF BEARING:** BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE 1702 USING LIECA SMARTNET SOLUTION DATED 7/13/2016 NAD 83.

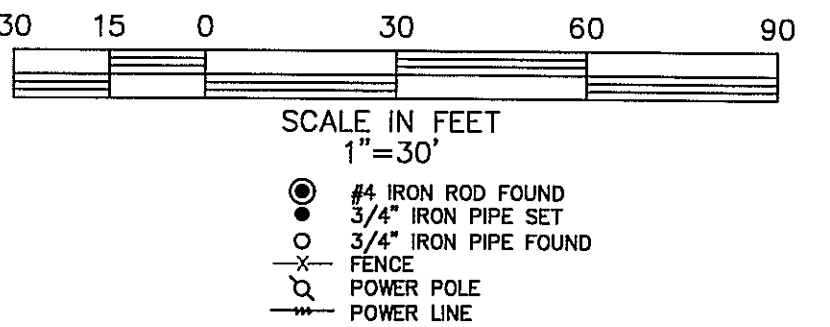
**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0175 DATED JUNE 16, 1992.

**SURVEYOR'S NOTES:**

A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.

B. 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.

C. 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.



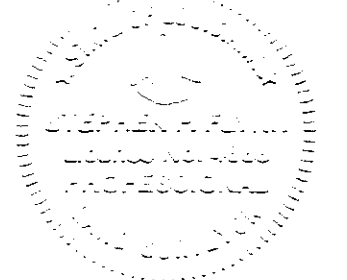
THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE 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.

DOTTE 1-800-272-3020

NO.	DATE	DESCRIPTION	BY
REVISIONS			
DRAWN BY:	KPB	SHEET NO. 1 OF 1	
DATE:	AUGUST 17, 2016	DRAWING NO. M6568_W02664	

**RIVERLANDS SURVEYING COMPANY**  
505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-662-6366

*Stephen P. Flynn*  
STEPHEN P. FLYNN  
P.L.S. LA. ST. REG. NO. 4668





PZS-2016-42

Requested by: L. J. Frickey  
Resubdivision into 5 lots

N



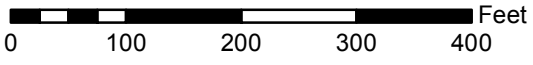
0 100 200 300 400 Feet



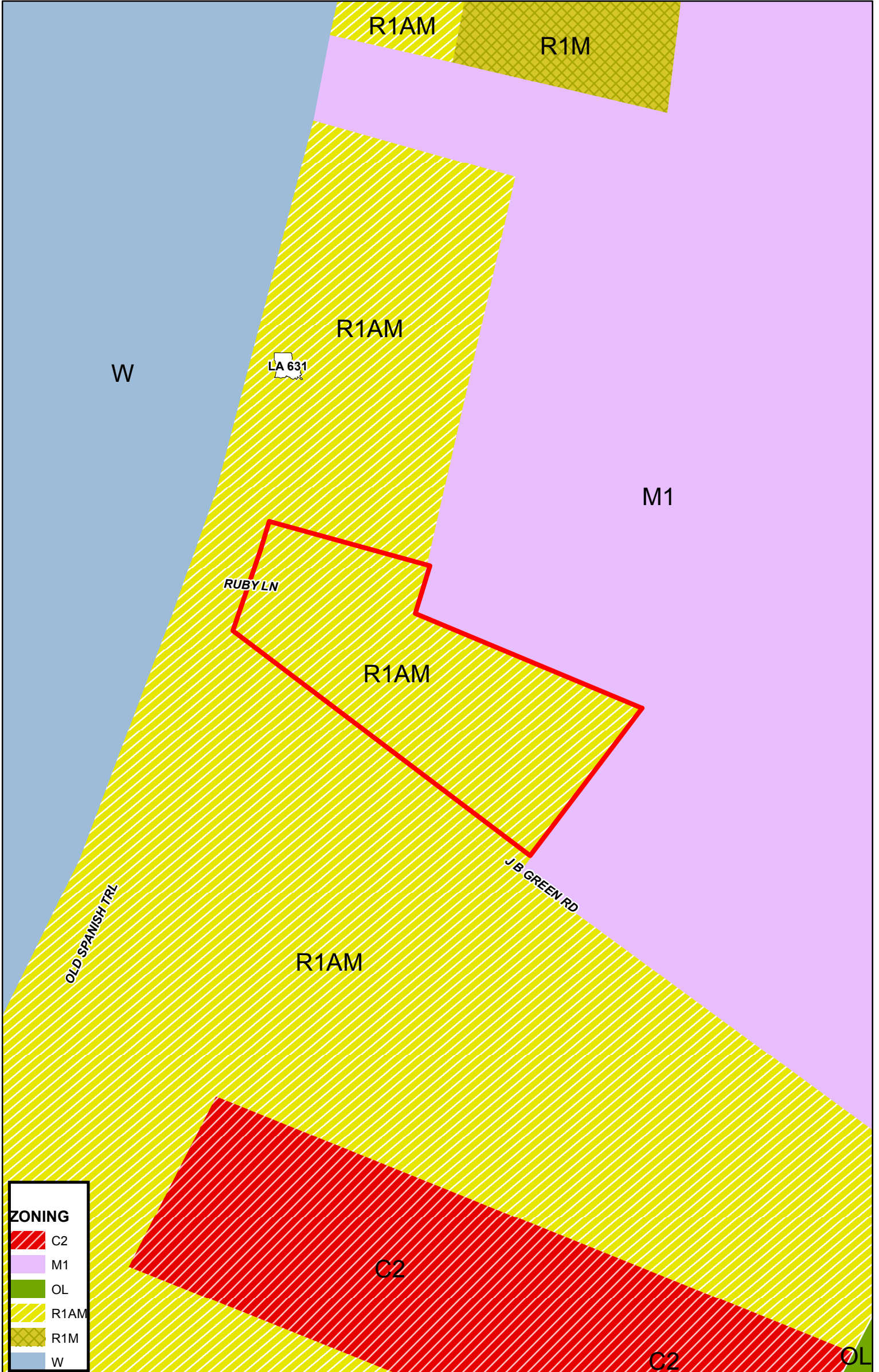
PZS-2016-42

Requested by: L. J. Frickey

Resubdivision into 5 lots



N





# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0382    **Version:** 1    **Name:** Request the Louisiana Department of Transportation & Development to install a “deceleration lane” on LA Highway 3127, where it intersects with LA Highway 3141 in Killona

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution requesting that the Louisiana Department of Transportation & Development to install a “deceleration lane” on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**Sponsors:** Terrell D. Wilson

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/14/2016	1	Council Member(s)	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0375    **Version:** 1    **Name:** Mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution providing mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2016-0375 Recommendation at a Glance](#)  
[2016-0375 LUR PZSPU-2016-05 GCFM](#)  
[2016-0375 Agenda Packet PZSPU-2016-05 GCFM](#)

Date	Ver.	Action By	Action	Result
11/14/2016	1	Parish President	Introduced	
11/3/2016	1	Planning Commission	Rcmd'd Approval w/Stip.	
11/3/2016	1	Department of Planning & Zoning	Rcmd'd Approval w/Stip.	
10/7/2016	1	Department of Planning & Zoning	Received/Assigned PH	

**RECOMMENDATIONS AT A GLANCE**

PZSPU-2016-05 requested by German Coast Farmers Market for a special permit for the German Coast Farmers Market (a green market) to operate at 1313 Paul Maillard Rd., Luling. Council District 2.

**Planning Department Recommendation:**

Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.

**Planning Commission Recommendation:**

Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.

# St. Charles Parish Department of Planning & Zoning

LAND USE REPORT  
CASE NUMBER: PZSPU 2016-05

## GENERAL APPLICATION INFORMATION

**Name/Address of Applicant**  
German Coast Farmers Market  
PO Box 119  
Destrehan, LA 70047  
(985)-764-9762  
daabfamily@yahoo.com

**Application Date:** 10/7/16

- ◆ **Location of Site**  
Winnwood Shopping Center, 1313 Paul Maillard Road, Luling
- ◆ **Requested Action**  
Special Permit Use to operate a "Green market"

## SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel**  
The shopping center site is over 5.5 acres.
- ◆ **Current Zoning and Use**  
The site is zoned C-3 and is developed with a strip mall with a government office and a drug store. The anchor space in the center appears to be vacant.
- ◆ **Surrounding Zoning and Land Uses**  
Abutting along Paul Maillard Road, property to the north is zoned C-2 and developed with a cemetery and mausoleum and to the south is zoned C3 and developed with a post office. Across Paul Maillard Road, property is zoned C1 and developed with a law office and several vacant commercial buildings. Abutting to the rear, property is zoned R-1A and developed with very low-density residential use and some agriculture.
- ◆ **Future Land Use Recommendation**  
The Future Land Use Map indicates the property for the Paul Maillard Road Mixed Use Corridor, which is intended to: *Encourage redevelopment and revitalization of existing commercial sites with a mix of local-serving retail and service-oriented offices, as well as provide for infill and redevelopment (as opportunities arise) of higher density residential (apartments and townhomes) to serve those employed [in] the nearby hospital and put in place development guidelines to reinforce walkability with an improved streetscape.*
- ◆ **Traffic Access and Parking**  
The site is developed with two driveways from Paul Maillard Road and an additional driveway from Vial Lane. The market would be set up to utilize the existing hard surface and parking area in a location that's visible to traffic on Paul Maillard Road.

## APPLICABLE REGULATIONS

### Appendix A. Section IV.

A. *Evaluation Criteria* – those uses requiring approval for either a *Special Exception* or a *Special Permit Use* shall be evaluated by the criteria below. These criteria are to be considered illustrative and not restrictive. Other criteria may be considered though not specifically listed below if said criteria affect the general health, safety, and welfare of the public.

1. Compliance with the current St. Charles Parish Comprehensive Plan.
2. Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.
3. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.

4. Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.
5. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
6. A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:
  - a. Required yards and open space
  - b. Ingress and egress to property
  - c. Parking and loading areas
  - d. Location of garbage facilities
  - e. Landscaping, buffering, and screening
  - f. Signage
  - g. Height and bulk of structures
  - h. Location and direction of site lighting

## ANALYSIS

The applicant requests a special permit to locate the German Coast Farmers' Market on the site as recommended by Paul Maillard Road Revitalization Plan (Action Item PMED 2.2, p. 86). The market currently operates two four hour a Wednesday afternoon market at a site on US Hwy 90 in Luling and a Saturday morning market on LA 48 in Destrehan.

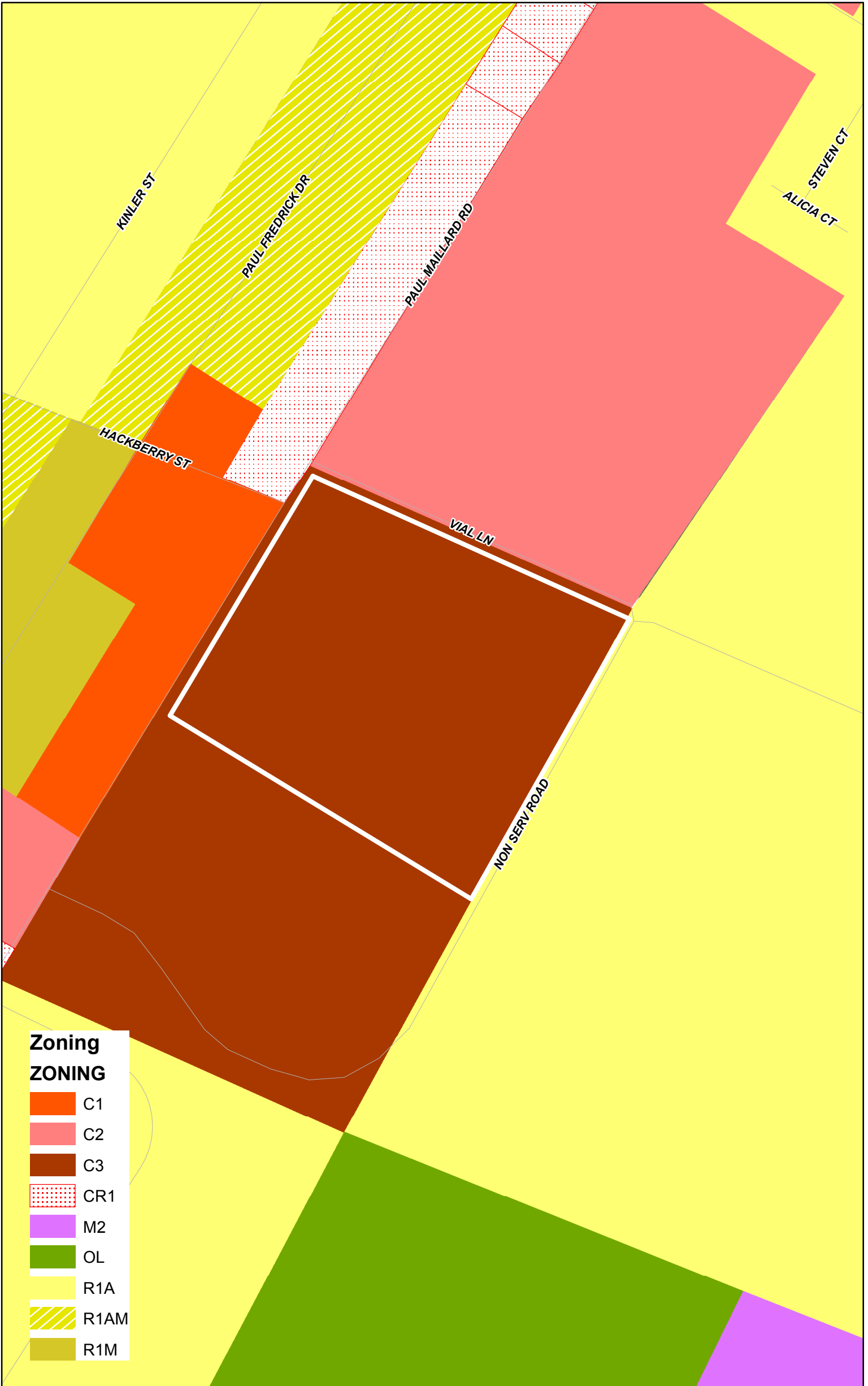
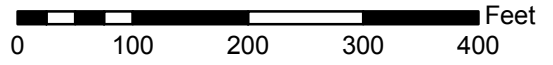
The St. Charles Parish Zoning Ordinance has established criteria for evaluating proposals requiring a Special Permit Use permit. A discussion of how the proposal meets the criteria follows:










1. *Compliance with the current St. Charles Parish Comprehensive Plan.* A farmers' market on Paul Maillard Road is recommended by the Paul Maillard Road Revitalization Plan which is a product of the Comprehensive Plan.
2. *Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.* As an outdoor market operating four hours at a time, on an existing under-utilized parking lot, the farmer's market is compatible with uses on abutting sites.
3. *Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.* The parking lot regularly has over 50 parking stalls available.
4. *Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.* Commercial uses are permitted in the C3 zone. The only impact a farmers' market might have is that it is permitted to operate with little or no customer amenities while other commercial activities are required to have permanent locations with employee and customer amenities.
5. *Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.* As an outdoor market operating four hours at a time, on an existing under-utilized parking lot, the farmer's market is not likely to cause nuisances, hazards, or other impacts.
6. *A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:*
  - a. *Required yards and open space.* Exceeded
  - b. *Ingress and egress to property.* Existing
  - c. *Parking and loading areas.* Existing
  - d. *Location of garbage facilities.* The market employs a manager who disposes of trash and garbage generated by the market.
  - e. *Landscaping, buffering, and screening.* Exceeded
  - f. *Signage.* Any signage will have to be permitted and will be required to meet the standards of the Paul Maillard Road Overlay District.
  - g. *Height and bulk of structures.* This criterion does not apply.
  - h. *Location and direction of site lighting.* Existing

## DEPARTMENTAL RECOMMENDATION

**Approval, with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.**

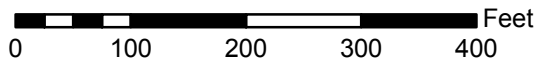
**Zoning**  
**PZSPU-2016-05**  
**Requested by: German Coast Farmers' Market**  
**Special Permit for a Farmers' Market (Green Market)**



Zoning	
ZONING	
	C1
	C2
	C3
	CR1
	M2
	OL
	R1A
	R1AM
	R1M



**Aerial**  
**PZSPU-2016-05**  
**Requested by: German Coast Farmers' Market**  
**Special Permit for a Farmers' Market (Green Market)**





# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0360    **Version:** 2    **Name:** Request the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

**Sponsors:** Paul J. Hogan

**Indexes:** Council, Parish President

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/14/2016	2	Council Member(s)	Introduced	
10/17/2016	1	Parish Council	Amended	Pass
10/17/2016	1	Parish Council	Amended	
10/17/2016	2	Parish Council	Approved as Amended	Fail
10/17/2016	2	Parish Council	Failed	
10/17/2016	1	Council Member(s)	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0386    **Version:** 1    **Name:** Recommend to LA Supreme Court Justice John L. Weimer, Mr. Herbert Charles Bellock, Jr. to fill the vacancy in the Office of Justice of the Peace, District 5 due to the resignation of Ms. Tika L. Riley

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to recommend to Louisiana Supreme Court Justice John L. Weimer, Mr. Herbert Charles Bellock, Jr. to fill the vacancy in the Office of Justice of the Peace, District 5 due to the resignation of Ms. Tika L. Riley.

**Sponsors:** Wendy Benedetto

**Indexes:**

**Code sections:**

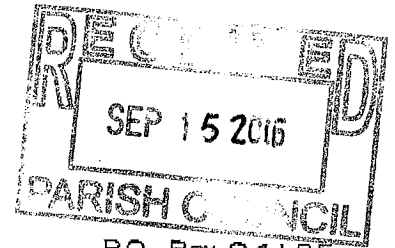
**Attachments:** [2016-0386 Letter - Sec. of State and Riley resignation](#)

Date	Ver.	Action By	Action	Result
11/14/2016	1	Council Member(s)	Introduced	
9/15/2016	1	Parish Council	Correspondence Received	



Secretary of State  
State of Louisiana

TOM SCHEDLER  
SECRETARY OF STATE



P.O. Box 94125  
BATON ROUGE, LA 70804-9125  
www.sos.louisiana.gov

August 8, 2016

Hon. Bernette Joshua Johnson, Chief Justice  
Louisiana Supreme Court  
400 Royal St., Ste. 4200  
New Orleans, LA 70130

Dear Chief Justice:

Enclosed please find a copy of the letter of resignation for Tika L. Riley, Justice of the Peace, Justice of the Peace District 5, Parish of St. Charles, received on August 8, 2016.

According to La. R.S. 18:621, the governor must choose a gubernatorial or congressional election date if available within a year of occurrence of the vacancy; if not available, the election is set in accordance with La. R.S. 18:402.

The special election dates and qualifying period may be as follows:

Primary:	March 25, 2017
General:	April 29, 2017
Qualifying:	January 11, 12, 13, 2017

Please do not hesitate contacting any further assistance at 225/922-0900 and ask for Commissions.

With best wishes,

Erin Delany, Director  
Balloting, Commissions, Publications

ED:dmd

cc: Hon. John Bel Edwards, Governor  
Sandra A. Vujnovich, Judicial Administrator, LA Supreme Court  
Libby Noto, Attorney General's Office  
Hon. Lance Marino, Parish of St. Charles, Clerk of Court  
Hon. Brian Champagne, Parish of St. Charles, Registrar of Voters

Tika L. Riley

Office of the Justice of the Peace

St. Charles Parish, Dist. 5

121 Riverview Drive

St. Rose, LA 70087

Phone:(504) 275-6230 / email: Judgeriley77@gmail.com

August 4, 2016

Secretary of State

Attn: Donna Durand

P.O. Box 94125

Baton Rouge, LA 70804

To Whom It May Concern:

Please accept this letter as notice of my formal resignation from my position as Justice of the Peace of St. Charles Parish, District 5 effective August 5, 2016. I will be relocating to North Carolina to begin a life with my fiancé who has a binding 3-year commitment to a hospital in North Carolina as part of his cardiology fellowship training. Although my time as Justice of the Peace was short, it has been my absolute honor and privilege to serve St. Charles Parish -- a place that will forever remain dear to my heart -- and more importantly, my home.

In an effort to fill the vacancy left by my resignation, I wholeheartedly recommend the previous Justice of the Peace, Julie P. Carmouche, serve as interim Justice. I have spoken with Mrs. Carmouche and she is willing and ready to continue to serve the people of St. Charles as interim Justice.

My resignation is bittersweet and does not come easy. As I leave however, I'm reminded of my deep-seeded hope and vision for St. Charles Parish -- one of great optimism and meaningful future for the great people of St. Charles. It is to them and my fellow Parish officials I am grateful for the unwavering support and having afforded me the opportunity to serve this great Parish.

Sincerely Yours

*Tika L. Riley*

Tika L. Riley

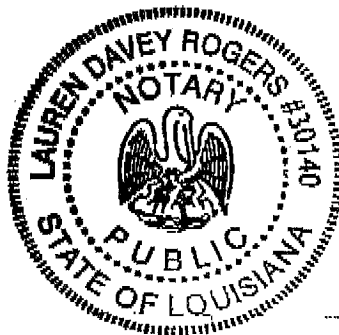
SWORN TO AND SUBSCRIBED before me, this 4 day of August, 2016.

*Lauren Davey Rogers*

Notary Public #30140

Lauren Davey Rogers

My commission is for life.



Received Commissions Dep

AUG 08 2016

Secretary of State



# St. Charles Parish

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

## Legislation Details

**File #:** 2016-0356    **Version:** 1    **Name:** Appoint a member to the Hospital Service District  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 10/3/2016    **In control:** Parish Council  
**On agenda:** 10/3/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** A resolution to appoint a member to the Hospital Service District.  
**Sponsors:**  
**Indexes:** Hospital  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Nomination(s) Accepted	
10/17/2016	1	Parish Council	Close Nomination(s) for	Pass
10/17/2016	1	Parish Council	Nomination(s) Closed	
10/3/2016	1	Parish Council	Vacancy Announced	
5/21/2012	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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2016-0363    **Version:** 1    **Name:** Appoint a member to the Zoning Board of Adjustment as the District I Representative  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 10/17/2016    **In control:** Parish Council  
**On agenda:** 10/17/2016    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** A resolution appointing a member to the Zoning Board of Adjustment as the District I Representative.  
**Sponsors:**  
**Indexes:** Zoning Board of Adjustment  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Vacancy Announced	
12/3/2012	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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2016-0364    **Version:** 1    **Name:** Appoint a member to the Zoning Board of Adjustment as the District III Representative

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

**File created:** 10/17/2016    **In control:** Parish Council

**On agenda:** 10/17/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the Zoning Board of Adjustment as the District III Representative.

**Sponsors:**

**Indexes:** Zoning Board of Adjustment

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Vacancy Announced	
12/17/2012	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-la.gov

## Legislation Details

**File #:** 2016-0365    **Version:** 1    **Name:** Appoint a member to the Zoning Board of Adjustments as the District VII Representative  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 10/17/2016    **In control:** Parish Council  
**On agenda:** 10/17/2016    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution appointing a member to the Zoning Board of Adjustment as the District VII Representative.

**Sponsors:**

**Indexes:** Zoning Board of Adjustment

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
10/17/2016	1	Parish Council	Vacancy Announced	
12/17/2012	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-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2016-0384    **Version:** 1    **Name:** Accept resignation of Ms. Dolores Pierre - Planning & Zoning Commission District I Representative

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

**File created:** 11/14/2016    **In control:** Parish Council

**On agenda:** 11/14/2016    **Final action:**

**Enactment date:**    **Yes**

**Title:** Accept resignation of Ms. Dolores Pierre - Planning & Zoning Commission District I Representative

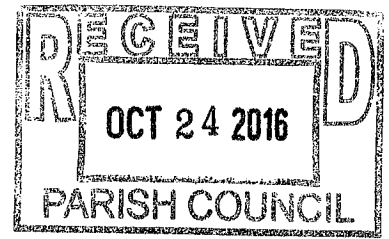
**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2016-0384 Dolores Pierre Resignation](#)

Date	Ver.	Action By	Action	Result
10/19/2016	1	Board Member	Resigned	
6/2/2014	1	Parish Council	Enacted Legislation	



October 19, 2016

To: St Charles Parish Council Board

Att: Ms. Tiffany K. Clark

After speaking with Councilman Terrell Wilson--District 1, effective immediately

I am resigning from the Planning & Zoning Board.

A handwritten signature in cursive script, appearing to read "Dolores Pierre". The signature is fluid and somewhat stylized, with a large loop at the beginning.

Dolores Pierre-District 1



# St. Charles Parish

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

## Legislation Details

---

**File #:** 2016-0385    **Version:** 1    **Name:** Appoint a member to the Planning & Zoning Commission as the District I Representative  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 11/14/2016    **In control:** Parish Council  
**On agenda:** 11/14/2016    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the Planning & Zoning Commission as the District I Representative.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/2/2014	1	Parish Council	Enacted Legislation	