



St. Charles Parish

Meeting Agenda

Parish Council

Council Chairman Terrell D. Wilson
Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

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

Monday, August 14, 2017

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

Reverend Edward Lauden
St. Mark Catholic Church, Ama

APPROVAL OF MINUTES

Regular Meeting – July 31, 2017

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 [2017-0251](#) In Recognition: Denise Wilson, St. Charles Parish Library

Sponsors: Ms. Bellock

Attachments: [2017-0251 Denise Wilson](#)

- 2 [2017-0252](#) In Recognition: Maurice A. Loupe, Jr., Planning & Zoning Commission

Sponsors: Ms. Clulee

Attachments: [2017-0252 Maurice Loupe](#)

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2017-0254](#) Department of Waterworks

[2017-0255](#) Parish President Remarks/Report

Sponsors: Mr. Cochran

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, August 28, 2017, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 3 [2017-0156](#) An ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles.

Sponsors: Mr. Hogan

Attachments: [2017-0156 Recommendation at a Glance Outdoor donation bins](#)
 [2017-0156 Minutes 06.01.17 OutdoorCollectionBins\(PZO-2017-03\)](#)
 [2017-0156 LUR PZO 2017-03 Outdoor Donation Bins](#)
 [2017-0156 Memo to PZ \(546\)](#)
 [17-0156-4-26LEGCOMM](#)

Legislative History

4/26/17	Legislative Committee	Discussed.
	Speakers:	
	Mr. Michael Albert, Planning & Zoning Director	
	Mr. Robert Raymond, Legal Services Director	
5/10/17	Council Secretary	Correspondence Sent to the Planning & Zoning Director to initiate the process to have the referenced placed on the June 1, 2017 Planning Commission Agenda.
6/1/17	Department of Planning & Zoning	Recommended Approval to the Planning Commission
6/1/17	Planning Commission	Recommended Approval to the Parish Council
6/5/17	Council Member(s)	Introduced
6/5/17	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
6/19/17	Parish Council	Public Hearing Requirements Not Satisfied
6/19/17	Parish Council	Tabled.
6/19/17	Parish Council	Tabled.
7/10/17	Parish Council	Remained Tabled
7/31/17	Parish Council	Removed from the Table
7/31/17	Parish Council	Motion Failed
7/31/17	Parish Council	Postponed Indefinitely (Council Rule 8) File No. 2017-0156 Postponed Indefinitely per Parish Council Rule 8. #8. Ordinances/Resolutions Which Have Been Tabled [Shall only appear on two (2) subsequent regular meeting Agendas]

**ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS
PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)**

- 7 [2017-0233](#) An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2017.

Sponsors: Mr. Cochran and Department of Finance

Attachments: [2017-0233 revised ADVAL council update](#)
 [2017-0233 2017 ADVAL council update](#)

Revised Version – Ordinance / Attachments (first two pages) – Page 14

Legislative History

7/31/17	Parish President	Introduced
7/31/17	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 18 [2015-0394](#) An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

Sponsors: Mr. Hogan

Attachments: [2015-0394 Recommendation at a Glance \(2\)](#)
 [2015-0394 08.03.17 Minutes Cemeteries in M1\(w SPU\)](#)
 [2017-0394 PZO 2015-04 LUR Cemeteries in M1](#)
 [2015-0394 Memo to PZ](#)
 [2015-0394 Memo to Commission](#)
 [2015-0394 Special Permit - Cemeteries Recommendation at a Glance](#)
 [2015-0394 Special Permit - Cemeteries Minutes 10.08.15 Cemeteries \(Hogan\)](#)
 [2015-0394 Special Permit - Cemeteries PZO 2015-04 LUR Cemeteries in M1](#)

Legislative History

8/12/15	Council Secretary	Correspondence Sent to the Planning & Zoning Director to initiate the process to have the referenced placed on the September 3, 2015 Planning Commission Agenda.
		**Please note, on September 2, 2015, Councilman Paul J. Hogan contacted Planning & Zoning to have the referenced Tabled and to asked that it be brought to the October 8, 2015 Planning Commission Meeting for vote.
10/8/15	Department of Planning & Zoning	No Recommendation to the Planning Commission
10/8/15	Planning Commission	Recommended Approval to the Parish Council
10/19/15	Council Member(s)	Introduced
10/19/15	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
11/2/15	Parish Council	Public Hearing Requirements Satisfied Reported: Councilman Hogan Recommended: Approval P & Z Department Recommended: No Recommendation Planning Commission Recommended: Approval

11/2/15	Parish Council	Approved
	Council Discussion	
	Planning & Zoning Director Michael Albert spoke on the matter.	
	Parish President V.J. St. Pierre, Jr., spoke on the matter.	
11/2/15	Parish Council	Failed
7/12/17	Council Secretary	Correspondence Sent
	to the Planning & Zoning Director to initiate the process to have the	
	referenced placed on the August 3, 2017 Planning Commission Agenda.	
7/31/17	Council Member(s)	Introduced
7/31/17	Parish Council	Publish/Scheduled for Public Hearing to the
		Parish Council
8/3/17	Department of Planning & Zoning	No Recommendation to the Planning
	Potential outcomes:	Commission
	1. The proposed ordinance change would affect little developable	
	acreage.	
8/3/17	Planning Commission	Recommended Approval to the Parish
		Council

- 22** [2017-0239](#) An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, to decrease the contract amount by \$2,078.04 and increase the contract time 40 days.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Attachments: [2017-0239 C.O. Rathborne Park, Ph. II](#)

Legislative History

7/31/17	Parish President	Introduced
7/31/17	Parish Council	Publish/Scheduled for Public Hearing to the
		Parish Council

- 26** [2017-0240](#) An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2017-0240 Agreement](#)

Legislative History

7/31/17	Parish President	Introduced
7/31/17	Parish Council	Publish/Scheduled for Public Hearing to the
		Parish Council

- 35** [2017-0244](#) An ordinance to approve and authorize the execution of a lease with the East Side St. Charles Parish Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy.
- Sponsors:** Mr. Cochran
- Attachments:** [2017-0244 Lease and survey](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 7/31/17 | Parish President | Introduced |
| 7/31/17 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 38** [2017-0245](#) An ordinance to amend the 2017 Consolidated Operating and Capital Budget to add revenues totaling \$28,126,737 and related expenses to Fund's 123 - Flood Protection Fund for construction, architectural/engineering, and other fees totaling \$17,607,485 unexpended in 2016 for levee projects.
- Sponsors:** Mr. Cochran and Department of Finance
- Attachments:** [2017-0245 Amendment Ex. A and back-up](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 7/31/17 | Parish President | Introduced |
| 7/31/17 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 44** [2017-0246](#) An ordinance to approve and authorize the execution of a Contract for Engineering Services with AIMS Group, Inc. for necessary professional engineering services associated with Parish Project No. S170701 Hahnville Wastewater Plant UV Upgrades.
- Sponsors:** Mr. Cochran and Department of Wastewater
- Attachments:** [2017-0246 Engineering contract for HWTP UV system revised](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 7/31/17 | Parish President | Introduced |
| 7/31/17 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 66** [2017-0247](#) An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project to be funded by the Pontchartrain Levee District and St. Charles Parish.
- Sponsors:** Mr. Cochran and Department of Planning & Zoning
- Attachments:** [2017-0247 CEA St. Charles Parish PLD](#)
- Revised Version of Agreement – Page 71*
- Legislative History**

7/31/17 Parish President Introduced

7/31/17 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 75** [2017-0248](#) An ordinance to approve and authorize the execution of an Agreement with the State of Louisiana Department of Transportation and Development and New Orleans Regional Planning Commission for the construction of US 61: RR Overpass-LA 50.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2017-0248 H.000320 REQUEST FOR INTRODUCTION](#)

Legislative History

7/31/17 Parish President Introduced

7/31/17 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 100** [2017-0249](#) 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 19-7 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: [2017-0249 L1553 WO2206 RSC ROW Revised Page 19](#)

Legislative History

7/31/17 Parish President Introduced

7/31/17 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

RESOLUTIONS

- 102** [2017-0250](#) A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A 578 Pine Street, Norco as requested by John Hamilton.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Attachments: [2017-0250 Recommendation at a Glance \(2\)](#)
[2017-0250 08.03.17_Minutes_John C. Hamilton](#)
[2017-0250 PZSPU-2017-03_LUR](#)
[2017-0250 PZSPU 2017-03_Aerial](#)
[2017-0250 PZSPU 2017-03_FLUM](#)
[2017-0250 PZSPU 2017-03_Zoning](#)
[2017-0250 Entire Rear Yard Pic](#)
[2017-0250 2017-0250 Front Yard Pic](#)
[2017-0250 PZSPU 2017-03 Site Plan](#)

Legislative History

6/29/17	Department of Planning & Zoning	Received/Assigned PH
8/3/17	Department of Planning & Zoning	Recommended Approval to the Planning Commission
8/3/17	Planning Commission	Recommended Approval to the Parish Council

APPOINTMENTS

- [2017-0242](#) A resolution to appoint a member to the Library Service District Board of Control as the District III Representative.

Council Chairman will accept nominations from the District III Councilmember to fill the vacancy caused by the resignation of the term of Mr. Steven C. Wilson. Unexpired term to begin immediately and expire August 1, 2019.

Legislative History

7/21/14	Parish Council	Enacted Legislation Mr. Steven C. Wilson appointed to the Library Service District Board of Control on July 21, 2014, per Resolution No. 6091 Term: August 1, 2014 - August 1, 2019
7/31/17	Parish Council	Vacancy Announced

- 117 [2017-0253](#) A resolution to appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Firemen's Association.

Attachments: [2017-0253 E-911 Board Of Commissioners Letter](#)

Council will confirm nomination of Mr. Johnny Bourgeois by the St. Charles Firemen's Association. Four (4) year term to begin Immediately and expire August 19, 2021.

Legislative History

8/5/13	Parish Council	Enacted Legislation Mr. Reginald R. Gaubert appointed to the St. Charles Parish Communications District on August 5, 2013, per Resolution No. 6008 Term: August 19, 2013 - August 19, 2017
7/14/17	Parish Council	Correspondence Received from Dawn G. Landry, Firemen's Association Secretary/Treasurer, advising that Mr. Johnny Bourgeois will be representing the Firemen's Association for a four year term

- 119 [2017-0256](#) Accept resignation of Councilwoman Traci A. Fletcher - Council Ex-Officio - Board of Directors of the Arc of St. Charles

Attachments: [2017-0256 ARC Resignation Memo](#)

Legislative History

5/16/16	Parish Council	Motion Councilwoman Traci A. Fletcher appointed to the Board of Directors of the Arc of St. Charles on May 16, 2016 by the Council (appointment by motion) Term: May 16, 2016 - January 12, 2020 (term is concurrent with the Governing Authority)
8/4/17	Council Member(s)	Resigned

- [2017-0257](#) Council Ex-Officio Appointment to the Board of Directors of the Arc of St. Charles.

Unexpired term to begin immediately and expire 1/12/2020 (Term is concurrent with the Governing Authority).

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

ZONING BOARD OF ADJUSTMENT: Thursday, 8/17/17, 7PM, Council Chambers
PONTCHARTRAIN LEVEE DISTRICT: Monday, 8/21/17, 6PM, Pontchartrain Levee District Office, 2204 Albert Street, Litcher
ST. CHARLES PARISH COUNCIL: Monday, 8/28/17, 6PM, Council Chambers

ANNOUNCEMENTS

Board of Review: Parish Council will be sitting as a Board of Review September 8 – September 22, 2017

2017 Assessment List

Written or Oral Protests must be received by the Parish Council Office by September 11, 2017 – 4:00 pm

Accommodations for Disabled

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



St. Charles Parish

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15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
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www.stcharlesparish-la.gov

Legislation Details

File #: 2017-0251 **Version:** 1 **Name:** In Recognition: Denise Wilson, St. Charles Parish Library
Type: Proclamation **Status:** Special Business
File created: 8/14/2017 **In control:** Parish Council
On agenda: 8/14/2017 **Final action:**
Enactment date: **Yes**
Title: In Recognition: Denise Wilson, St. Charles Parish Library
Sponsors: Marilyn B. Bellock
Indexes:
Code sections:
Attachments: [2017-0251 Denise Wilson](#)

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

August 14, 2017

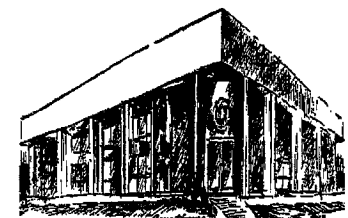
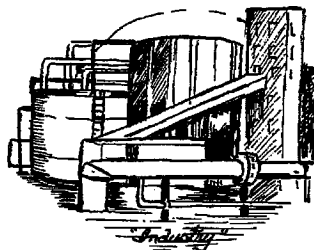
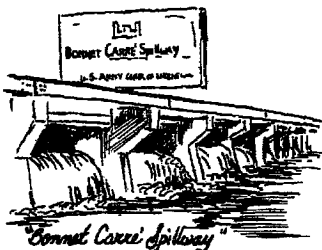
The St. Charles Parish Council
and the Parish President
do hereby Recognize

DENISE WILSON

ON HER
RETIREMENT

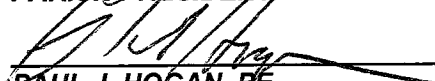
AS AN
EMPLOYEE OF THE
ST. CHARLES PARISH LIBRARY


SEPTEMBER 29, 1979 – AUGUST 4, 2017





"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

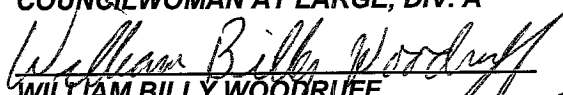

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

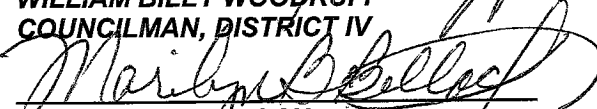

TERRELL D. WILSON
COUNCILMAN, DISTRICT I



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

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Legislation Details

File #: 2017-0252 **Version:** 1 **Name:** In Recognition: Maurice A. Loupe, Jr., Planning & Zoning Commission

Type: Proclamation **Status:** Special Business

File created: 8/14/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: In Recognition: Maurice A. Loupe, Jr., Planning & Zoning Commission

Sponsors: Mary K. Clulee

Indexes:

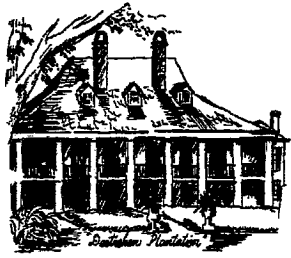
Code sections:

Attachments: [2017-0252 Maurice Loupe](#)

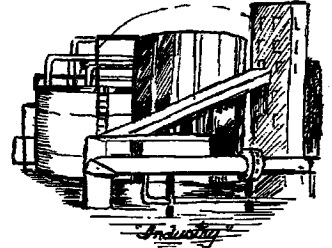
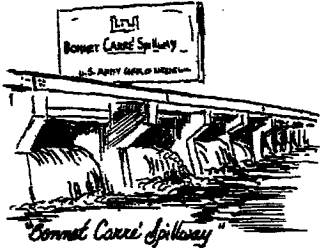
Date	Ver.	Action By	Action	Result
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The Parish of St. Charles

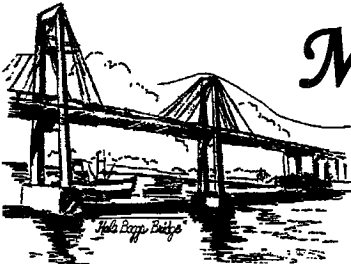
August 14, 2017



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

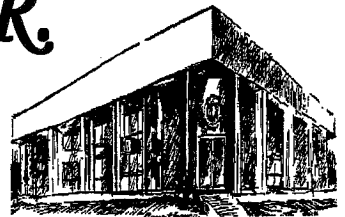


PLANNING & ZONING COMMISSION



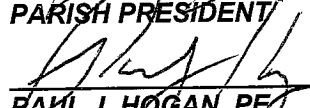
MAURICE A. LOUPE, JR.


*District II Representative
May 31, 2013 – May 31, 2017*




*"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
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on both sides of the
Mighty Mississippi River.*


LARRY COCHRAN
PARISH PRESIDENT

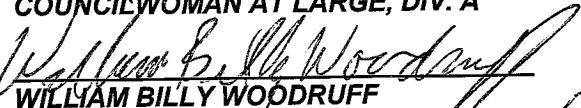

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B


TERRELL D. WILSON
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COUNCILWOMAN, DISTRICT VII



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Legislation Details

File #: 2017-0254 **Version:** 1 **Name:** Department of Waterworks
Type: Report **Status:** In Council - Reports
File created: 8/14/2017 **In control:** Parish Council
On agenda: 8/14/2017 **Final action:**
Enactment date: **Yes**
Title: Department of Waterworks
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2017-0255 **Version:** 1 **Name:** Parish President Remarks/Report
Type: Report **Status:** In Council - Reports
File created: 8/14/2017 **In control:** Parish Council
On agenda: 8/14/2017 **Final action:**
Enactment date: Yes
Title: Parish President Remarks/Report
Sponsors: Lawrence 'Larry' Cochran
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2017-0156 **Version:** 3 **Name:** Amend Appendix A, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles

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

File created: 8/14/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: Yes

Title: An ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles.

Sponsors: Paul J. Hogan

Indexes: P and Z (Dept. of)

Code sections: Appendix A. Section X. - Exceptions and modifications

Attachments: [2017-0156 Recommendation at a Glance Outdoor donation bins](#)
[2017-0156 Minutes 06.01.17 OutdoorCollectionBins\(PZO-2017-03\)](#)
[2017-0156 LUR PZO 2017-03 Outdoor Donation Bins](#)
[2017-0156 Memo to PZ \(546\)](#)
[17-0156-4-26LEGCOMM](#)

Date	Ver.	Action By	Action	Result
8/14/2017	3	Council Member(s)	Introduced	
7/31/2017	2	Parish Council		
7/31/2017	2	Parish Council		
7/31/2017	2	Parish Council		
7/10/2017	2	Parish Council	Remained Tabled	
6/19/2017	2	Parish Council	Public Hearing Requirements Not Satisfied	
6/19/2017	2	Parish Council	Tabled.	Pass
6/19/2017	2	Parish Council	Tabled.	
6/5/2017	2	Parish Council	Publish/Scheduled for Public Hearing	
6/5/2017	2	Council Member(s)	Introduced	
6/1/2017	2	Planning Commission	Recommended Approval	
6/1/2017	2	Department of Planning & Zoning	Recommended Approval	
5/10/2017	2	Council Secretary	Correspondence Sent	
4/26/2017	1	Legislative Committee	Discussed.	

RECOMMENDATIONS AT A GLANCE

PZO-2017-03 requested by Paul J. Hogan, PE, Councilman –At-Large, Div. B for an ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Commissioner Booth: Next item on the agenda is PZO-2017-03 requested by Paul J. Hogan, PE, Councilman-At-Large, Div. B for an ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles. Would you like to speak on that Mr. Hogan?

Councilman Hogan: Good evening Commissioners. This is strictly an ordinance to put a provision in the Code to allow for profit donation bins to be placed in the parish and to prohibit donation bins that are not for profit. Yall may have seen these yellow donation bins and some of them are white that appear and the names appear to be as like they are to accept donations that are given to charity; they actually collect material that's going to be sold for profit. We're putting one provision in the Code as I stated to make it such that charitable organizations are exempt from, I'll read it to you "Outdoor donation bins and collection receptacles under 36 square feet in size and owned by or operated for the benefit of a non-profit corporation are exempt from permit requirements and locational restrictions when placed on commercial or industrial zoned properties and placed to allow for safe, convenient circulation by pedestrians and vehicles through the area and not impeding lines of sight or required parking area." It's a simple addition to the code. That way the Planning & Zoning Department can address those particular items.

Commissioner Booth: This is a public hearing for PZO-2017-03, the ordinance Mr. Hogan just described about donation boxes for non-profit. Anyone here to speak for or against this issue? Hearing none, the public hearing is closed. Any questions from the Commission? We'll call for the vote.

YEAS: Gordon, Granier, Richard, Booth, Frangella, Galliano
NAYS: None
ABSENT: Petit

Commissioner Booth: That passes unanimously.

St. Charles Parish Department of Planning & Zoning

Land Use Report

Case Number: PZO 2017-03

Introduced by Paul J. Hogan, PE , Councilman-At-Large, Div. B

To exempt outdoor donation bins from building permit requirements if the bin is 36 square feet or less, located on commercially or industrially zoned property, benefitting a non-profit corporation, safely-sited, and well-maintained.

Background

Donation bins for clothing and shoes, clearly marked to show that donations will benefit a non-profit corporation began appearing in convenient locations in the parking lots of businesses some time ago. The markings on these bins allow people to contact someone to verify that the donations are going to a good cause, and to request maintenance of the site.



12125 Hwy 90, Luling



26 Apple St, Norco



12590 River Rd, Destrehan

Over time, additional bins of lower quality, with unclear messages, that are not marked with correct information that allows us to contact the owner or operator, and that do not appear to have any benefit other than profit to the owner—began appearing.



13001 Hwy 90, Boutte



17178 Hwy 90, Paradis



10800 River Rd, St. Rose

Planning and Zoning context

Code Enforcement has been not been able identify a person responsible for maintenance problems with some donation bins. These bins should be removed before they become a nuisance.

Potential outcomes

The proposed ordinance allows Code Enforcement to determine that any donation bin which does not benefit a legitimate non-profit corporation is in violation as an unpermitted structure. Code Enforcement can remove unpermitted structures.



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

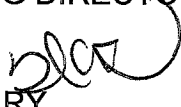
(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

MEMORANDUM

DATE: MAY 10, 2017

TO: MR. MICHAEL ALBERT
PLANNING & ZONING DIRECTOR

FROM: TIFFANY K. CLARK 
COUNCIL SECRETARY

RE: PROPOSED ORDINANCE
SECTION X. EXEPTIONS AND MODIFICATIONS
TO AMEND E. OUTDOOR DONATION BINS

This is to formally request that you initiate the process to have the referenced placed on the Agenda for consideration by the Planning Commission at their Meeting of June 1, 2017.

Thank you.

TKC546/ag

Enclosure

cc: Mr. Billy Raymond, Chief Administrative Officer w/enclosure
Ms. Wendy Watkins w/enclosure

2017-

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____**

An ordinance to amend Appendix A St. Charles Parish
Zoning Ordinance of 1981, Section X. Exceptions and
modifications., to amend E. Outdoor Donation Bins
and Collection Receptacles.

WHEREAS, outdoor donation bins of questionable origin and purpose have been
appearing throughout the parish, some of which appear to be associated
with for-profit entities; and,

WHEREAS, outdoor donation bins are being placed on some properties without
authorization of the respective property owners; and,

WHEREAS, many outdoor donation bins are not regularly collected, overflow, and
become depositories for discarded items or uncollected refuse; and,

WHEREAS, it is necessary to establish rules and regulations governing the permitting
and placement of outdoor donation bins within the parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A,
Section X. Exceptions and modifications., E. is amended to read as follows:

E. Outdoor donation bins and collection receptacles of licensed non-profit
agencies, under 144 S.F. in size, are exempt from permitting requirements
and locational restrictions for accessory structures when located on
commercial or industrial zoned properties, provided they are placed to
avoid impeding property access, lines of sight, and required parking
facilities.

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

And the ordinance was declared adopted this _____ day of _____, 2017,
to become effective five (5) days after publication in the Official Journal.

2017- Amend Code - Appendix A Sect X-Exceptions and Modifications E. Outdoor donation bins (5-3-17) (L) PH

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2017-**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN AT LARGE, DIVISION B
ORDINANCE NO.**

An ordinance to amend the St. Charles Parish Code of Ordinances by adding Chapter 27, Outdoor Donation Bins, to establish rules and regulations governing the placement, use of, and permitting for outdoor donation bins within St. Charles Parish.

- WHEREAS,** outdoor donation bins of questionable origin and purpose have been appearing throughout the parish, some of which appear to be associated with for-profit entities; and,
- WHEREAS,** outdoor donation bins are being placed on some properties without authorization of the respective property owners; and,
- WHEREAS,** many outdoor donation bins are not regularly collected, overflow, and become depositories for discarded items or uncollected refuse; and,
- WHEREAS,** it is necessary to establish rules and regulations governing the permitting and placement of outdoor donation bins within the parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances be amended by adding Chapter 27 to read as follows:

CHAPTER 27 – OUTDOOR DONATION BINS**Sec. 27-1. Definitions.**

For the purpose of this chapter, the following terms, phrases, words and derivations shall have the meaning given herein, unless it shall be apparent from the context that a different meaning is intended:

Outdoor donation bin: a large stationary, free-standing, waterproof, outdoor container in which items are typically placed for the collection of recyclables donated primarily to charity organizations (e.g., the Salvation Army, Goodwill, Habitat for Humanity, etc.), designed with a door, slot, or other opening that is intended to accept and store donated items such as books, clothing, or other nonperishable goods and materials in a waterproof manner.

Sec. 27-2. Scope

The provisions of this chapter are to regulate the placement of all outdoor donations bins (herein referred to as "bins") within the geographical limits of St. Charles Parish by means of permitting.

Sec. 27-3. General Provisions

- A. **Bin Placard.** It shall be unlawful to deposit, store, keep, or maintain or to permit to be deposited, stored, kept, or maintained, a bin in or on any lot, parcel, or tract of land in St. Charles Parish without having a Donation Bin Permit evidenced by a water-proof placard affixed to the bin at all times issued by the Planning and Zoning Department. The placard shall note the permit number, the permit expiration date, the bin owner (also herein referred to as the organization), their contact information, the authorized placement location, and a statement that a copy of the permit application is on file with the Planning and Zoning Department, at a minimum.
- B. **Bin Owner information.** Owners of bins having US tax-exempt nonprofit organizations falling under the category 501(c)(3) shall be required to submit with their bin application a copy of their occupation license, their articles of incorporation, and evidence of their registration with the Secretary of State. The donated items shall be provided to others as part of a bona fide charitable endeavor, and any proceeds from collected donations must be used by the charitable organization for its charitable purposes. Owners of bins other than those having 501(c)(3) status shall be required to submit with their bin application a copy of their occupation license, their articles of incorporation, and evidence of their registration with the Secretary of State. All organizations which currently have donation bins located within St. Charles Parish shall have 60-days from the

statement in the current application no longer true or accurate and which must, therefore, be modified for the renewal permit.

F. Placement. The following criteria shall be applied ~~in determining if a bin is placed in conformity with this chapter~~ to the location of bins.

- (1) Bins shall be placed wholly on improved private property.
- (2) Bins shall not be placed within one hundred (100) feet of the property line of any place that stores or sells fuel or other flammable liquids or gases.
- (3) Bins shall be located no closer than twenty (20) feet to any property line.
- (4) Bins shall not be placed in a location that interferes with vehicular or pedestrian circulation or vehicular lines of sight.
- (5) Bins shall be secured ~~or removed~~ in such a manner as to minimize the danger of ~~such bins causing~~ damage to persons or property in the event of high winds or severe weather conditions.
- (6) Bins shall not be allowed in any residentially-zoned districts.

G. Display requirements. The following information shall be clearly and conspicuously displayed on the exterior of all bins:

- (1) The permit placard.
- (2) The name and address and phone number of the organization that owns the bin(s) and receives a permit for placement.
- (3) Markings on all sides in letters at least 3" in height noting "DONATIONS COLLECTED FOR CHARITY" for bins placed by non-profit organizations and "DONATIONS COLLECTED FOR PROFIT" for bins placed by all other organizations.

H. Maintenance requirements.

- (1) The contents of the bin shall be regularly emptied at least every two (2) weeks and shall not be permitted to overflow to the point where the contents are visible from the outside. The ground area immediately adjacent to the bin (within three (3) feet of the donation bin on all sides) shall be kept free of donated items and debris.
- (2) The bin shall be kept free of signs, advertising, graffiti, and other markings other than those required and those placed by the bin owner, and shall be maintained in a structurally sound, clean, and sanitary condition.

Sec. 27-4. Enforcement

When it is found that any of the provisions of this section have been violated, enforcement proceedings may be initiated by the Parish against the property owner and the organization that is issued a Donation Bin Permit. Any enforcement procedure authorized by the St. Charles Parish Planning and Zoning Department may be used to enforce the provisions of this section. Prior to the revocation of a permit, the zoning official shall notify the property owner and the organization of the zoning official's intent to revoke the permit, including the reason(s) therefor. All written notifications of the zoning official's intent to revoke a Donation Bin Permit shall be sent by Certified Mail Return Receipt Requested. Existing bins for which its owner does not secure the required Donation Bin Permit or bins installed without a permit following the adoption of these provisions shall be removed and disposed of by the Public Works Department or others upon being authorized to do so following the issuance of a court order authorizing their removal.

Sec. 27-5. Violations and penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and each day during which any violation of any of the provisions of this chapter is committed, continued, or permitted, shall constitute a separate offense. Upon conviction of any such violation, such person, partnership, or corporation shall be punished by a fine of not more than one hundred fifty dollars (\$150.00) and/or imprisoned in the parish prison for a term not exceeding thirty (30) days, or both, in the discretion of the court. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of

this chapter shall be required to bear all costs incurred by the parish for enforcement of these provisions of this chapter.

Sec. 27-6. Severability.

The sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional, unenforceable or invalid by the valid judgment of any court of competent jurisdiction, such unconstitutionality, unenforceability or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code, since the same would have been enacted by the parish council without the incorporation in this Code of any unconstitutional, unenforceable or invalid phrase, clause, sentence, paragraph or section.

Sec. 27-7. Reserved.

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

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

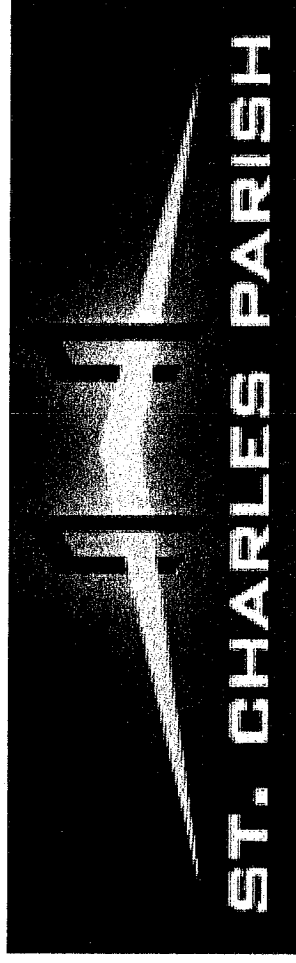
PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

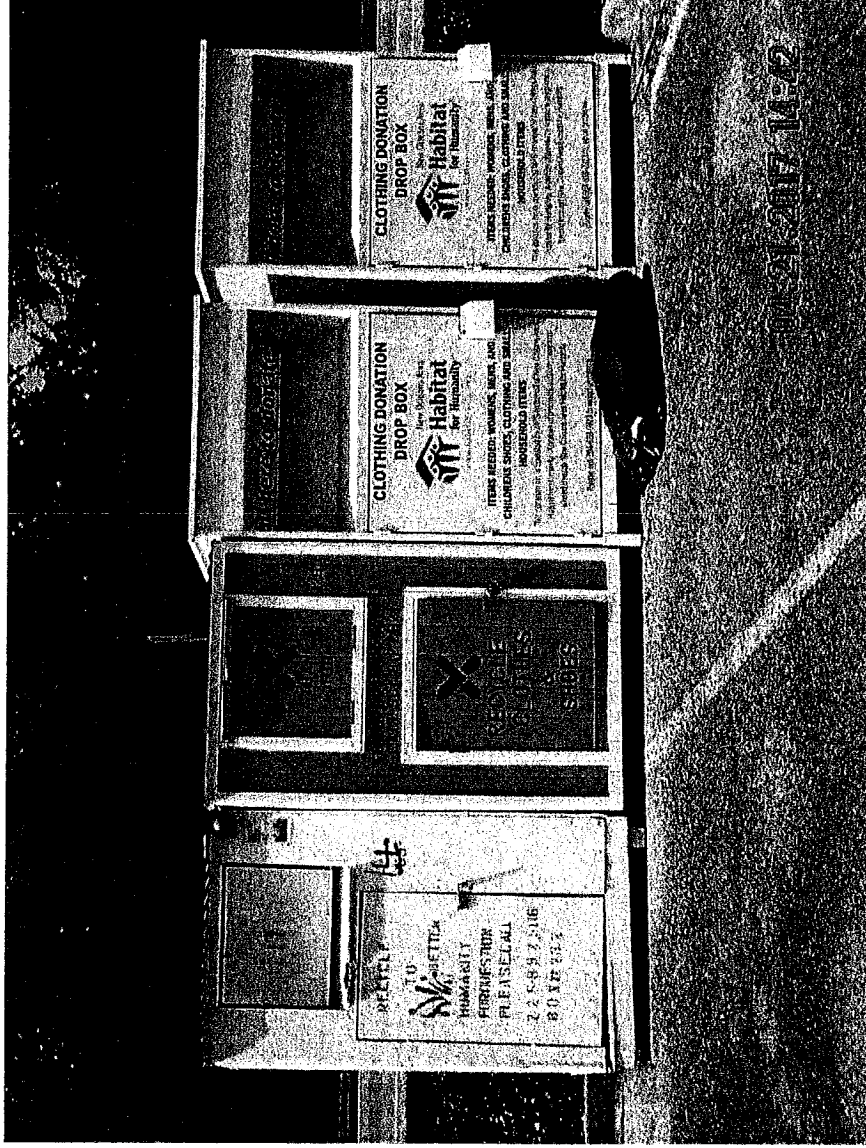
2017-0156

Donation Box Locations and Conditions

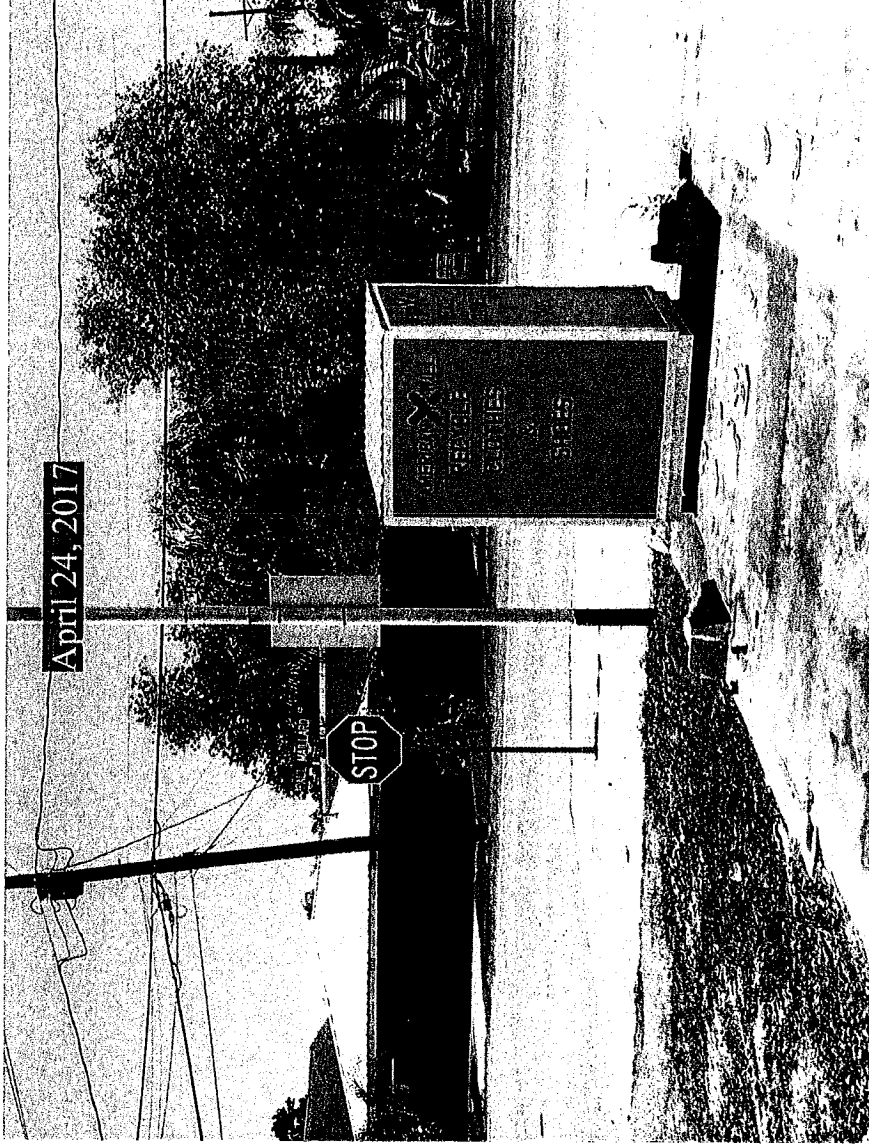




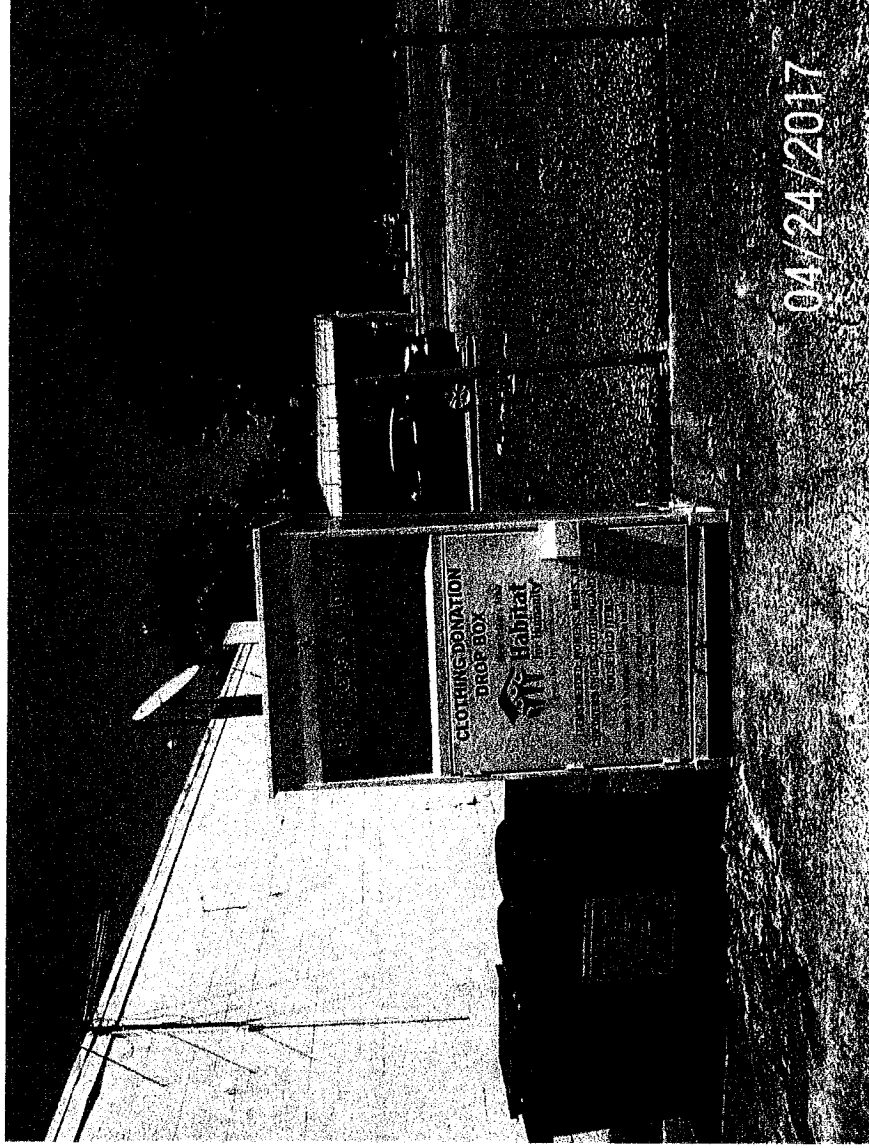
1313 Paul Maillard Road, Luling



13001 US-90, Luling - Walmart



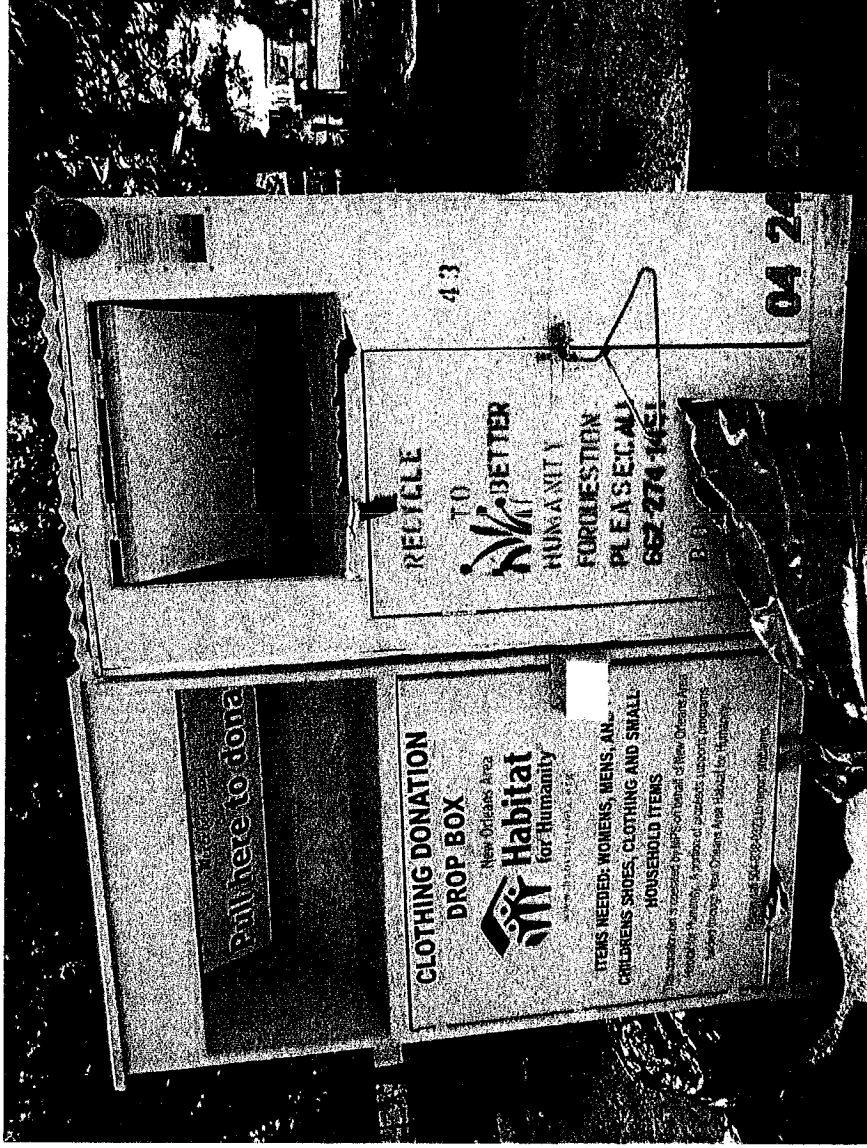
103 First Street, Luling



26 Apple Street, Norco



10800 River Road St. Rose - Dollar Store



11612 River Road, St. Rose - vacant lot



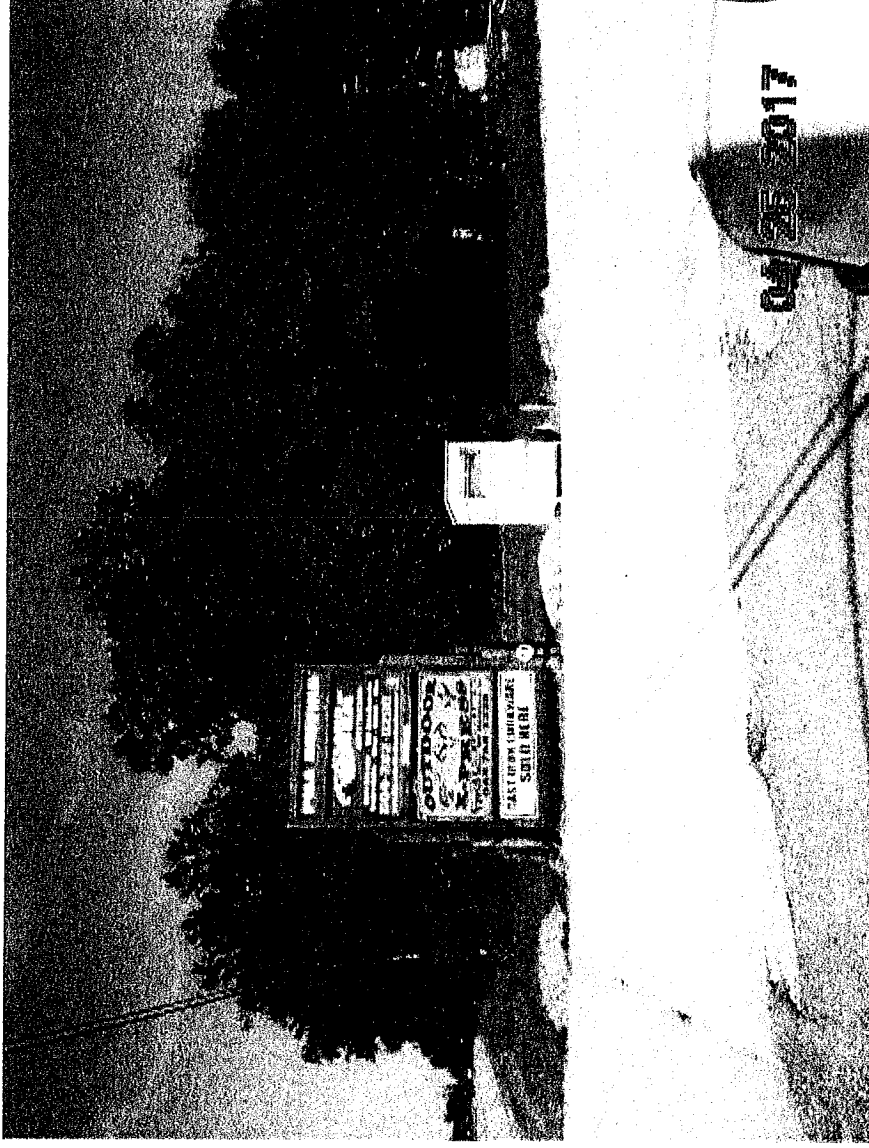
12590 River Road - vacant store lot



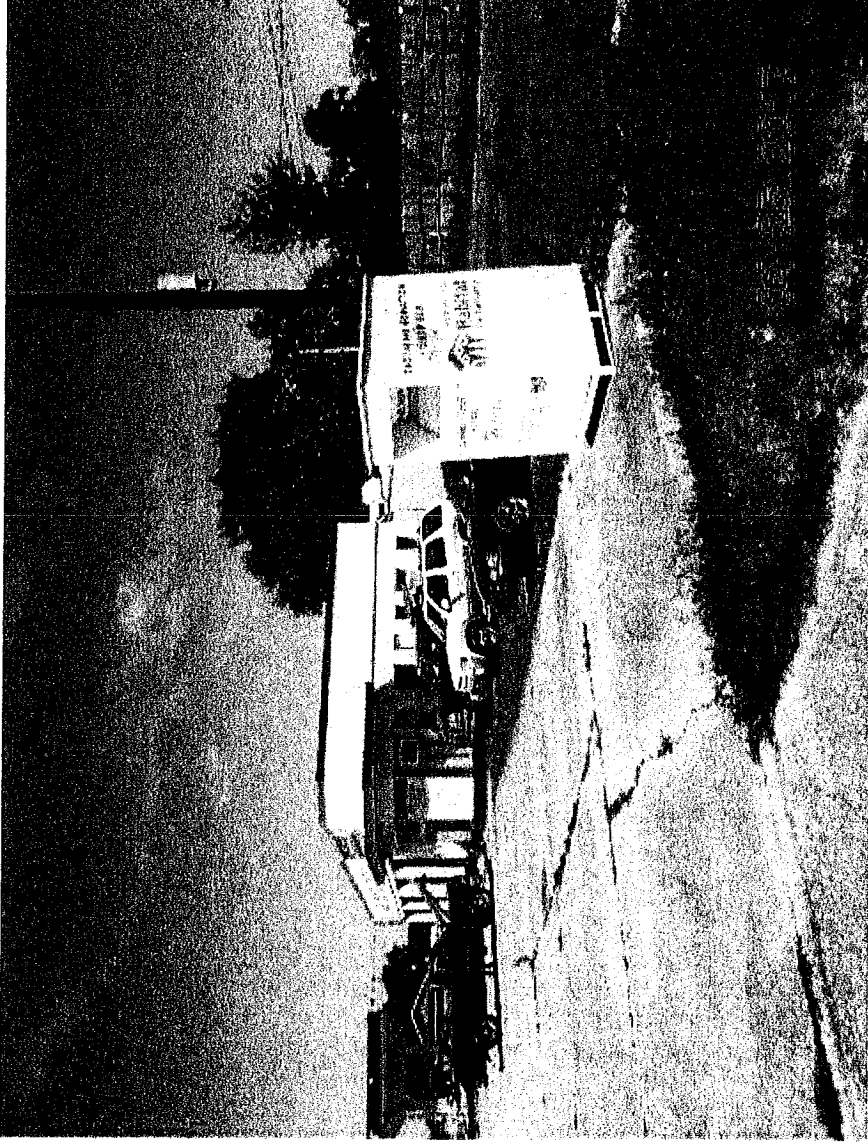
12125 US-90 , Luling - Winn Dixie



17176 US-90, Des Allemands - Chevron



14252 US-90, Boute - Outdoor Express



15224 US-90, Paradis - Torres Service Center



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 #: 2017-0233 **Version:** 1 **Name:** Adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles for the year 2017

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2017.

Sponsors: Lawrence 'Larry' Cochran, Department of Finance

Indexes:

Code sections:

Attachments: [2017-0233 revised ADVAL council update](#)
[2017-0233 2017 ADVAL council update](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

ST. CHARLES PARISH
AD VALOREM TAX
MILLAGE RATE COMPARISON SCHEDULE

AREA/TAXING DISTRICT/Tax Roll	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2016/ 2017
<i>PARISHWIDE:</i>												
General Fund	3.28	3.17	3.21	3.21	3.21	3.17	3.17	3.17	3.17	3.17	3.17	-
Levees									4.00	4.07	4.07	-
ARC									0.70	0.70	0.67	(0.03)
Road Lighting	1.48	1.01	1.45	1.45	1.45	1.43	1.43	1.43	1.03	1.03	1.01	(0.02)
Library M & O	4.90	4.35	4.79	4.79	4.50	4.45	4.45	4.45	4.45	4.45	4.35	(0.10)
Road Maintenance	5.96	5.90	5.83	5.96	5.96	5.94	5.94	5.94	5.94	6.04	5.90	(0.14)
Recreation	2.97	2.96	2.96	2.96	2.96	2.97	2.97	2.97	2.97	3.02	2.96	(0.06)
Mosquito Control	1.10	1.08	1.08	1.08	1.08	1.10	1.10	1.10	1.10	1.10	1.08	(0.02)
Council on Aging	0.98	0.96	0.97	0.97	0.97	0.96	0.96	0.96	0.96	0.96	0.96	-
Fire Protection	1.58	1.45	1.54	1.55	1.55	1.53	1.53	1.53	1.53	1.53	1.45	(0.08)
E-911 Emergency System	1.00	0.97	0.98	0.98	1.00	0.99	0.99	0.99	0.99	0.99	0.97	(0.02)
Health Unit	0.65	0.61	0.64	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.61	(0.03)
Wastewater Facility										1.09	1.09	-
Sewer Bonds	3.16	2.98	2.95	2.95	2.95	2.83	2.60	2.20	2.20	1.11	1.11	-
TOTAL PARISHWIDE	27.18	25.44	26.40	26.55	26.28	26.01	25.78	25.38	29.68	29.90	29.40	(0.50)
<i>Increase/(Decrease over Prior Year)</i>	<i>(0.10)</i>	<i>(1.74)</i>	0.96	0.15	<i>(0.27)</i>	<i>(0.27)</i>	<i>(0.23)</i>	<i>(0.63)</i>	4.30	0.22	<i>(0.50)</i>	

ST. CHARLES PARISH
Advalorem Millage Rates Gross Revenue Comparison
2017 Assessment

AREA/TAXING DISTRICT	2017 Adjusted	Estimated 2018 Gross Revenue	2016 Actual	2017 Actual Gross Revenue	Estimated Change in Revenue
<i>PARISHWIDE:</i>					
General Fund	3.17	4,025,813.02	3.17	3,909,223.00	116,590.02
Levees	4.07	5,168,788.32	4.07	5,017,988.00	150,800.32
Road Lighting	1.01	1,282,672.29	1.03	1,267,011.00	15,661.29
Library M & O	4.35	5,524,380.64	4.45	5,487,717.00	36,663.64
Road Maintenance	5.90	7,492,838.11	6.04	7,448,404.00	44,434.11
Recreation	2.96	3,759,118.78	3.02	3,724,199.00	34,919.78
Mosquito Control	1.08	1,371,570.37	1.10	1,356,516.00	15,054.37
Council on Aging	0.96	1,219,173.66	0.96	1,149,000.00	70,173.66
Fire Protection	1.45	1,841,460.21	1.53	1,824,452.00	17,008.21
E-911 Emergency System	0.97	1,231,873.38	0.99	1,220,858.00	11,015.38
Health Unit	0.61	774,683.26	0.64	763,167.00	11,516.26
ARC	0.67	850,881.62	0.70	834,528.00	16,353.62
WASTEWATER FACILITY	1.09	1,384,270.09	1.09	1,343,258.00	41,012.09
Sewer Bonds	1.11	1,409,669.54	1.11	1,419,744.00	(10,074.46)
TOTAL PARISHWIDE	29.40	37,337,193.29	29.90	36,766,065.00	571,128.29

2017 TAX ROLL - ESTIMATE

	<u>Parish Wide</u>
2017 Tax Roll	<u>1,269,972,561</u>
Estimated 2015 Tax Roll (Gross)	<u>1,269,972,561</u>
Gross per Mill	\$1,269,973
2017 Ad Valorem Net of Retirement (3.5%)	-\$44,449
and Uncollectible (4%) - Rounded	-\$50,799
Net per Mill	\$1,174,725

2018 Revenue Estimate = Estimated 2017 Tax Roll (Gross) X Millage Rate X .96

2018 Retirement Estimate = Estimated 2017 Tax Roll (Gross) X Millage Rate X .035

AD VALOREM TAX MILLAGE ADJUSTMENT FORM**FUND: 207 SEWER GENERAL OBLIGATION**

	<u>2012 Refunding</u>	<u>DEQ</u>	<u>TOTAL</u>
2018 Debt Service - Interest	33,626	0	33,626
2018 Debt Service - Principal	1,325,000	0	1,325,000
PLUS: *Misc. Paying Agent & Administrative Fees	600	0	600
Sub-Total	1,359,226	0	1,359,226
LESS: 2017 Interest Earnings (0.15% X FB)	715	0	715
LESS: 2017 Interest Earnings (0.15% X FB)	0	0	0
Sub-Total	1,359,941	0	1,359,941
Plus: Increase to Fund Balance			0
Less: Fund Balance Draw Down	(60,000)	0	(60,000)
Net Ad Valorem Taxes Needed	1,299,941	0	1,299,941
Net Taxes Needed	1,299,941	0	1,299,941
Net Collected Per Mill	1,174,725	1,174,725	1,174,725
= Mills	1.11	0.00	1.11

Mills to Levy for the 2017 Tax Roll for 2018 Budget**1.11****FISCAL YEAR 2018 PROJECTION - FUND 207****ASSUMING 2017 TAX ROLL LEVY OF 1.11 MILLS**

	<u>2012 Refunding</u>	<u>DEQ</u>	<u>TOTAL</u>
<i>Fund Balance Estimate @ 1/1/17</i>	476,828	0	476,828
Net Ad Valorem Tax 2017	1,409,670		1,409,670
Interest on Investments	715		715
Bond Maturity Payments	(1,295,000)		(1,295,000)
*Misc. Paying Agent & Admin. Fees	(600)		(600)
<i>Fund Balance Estimate @ 12/31/16</i>	591,613	0	591,613

* Note: Retirement System Deduction not included because Ad Valorem is net of Deduction.

David Wolfe's Rule of Thumb - Surplus after 9/1 payment should be 1/2 of next years March & September payments combined in case of industry taxes being paid under protest & not available for Debt Service.

WER GENERAL OBLIGATION BOND SINKING

FUND NUMBER: 207

Description	2017 Budget 2012 Refunding Refunding Issue
FUND BALANCE	431,498
<i>(obtained from '16 fund analysis)</i>	
REVENUES:	
Ad Valorem Taxes <i>(to date 5/24/17)</i>	1,419,060
Interest Earnings <i>2017 actual</i>	2,016
TOTAL REVENUES	1,421,076
 TOTAL MEANS OF FINANCING	 1,852,574
 EXPENDITURES:	
OPERATING SERVICES:	
Debt Service - Professional Services <i>(2017 Budget)</i>	100
TOTAL OPERATING SERVICES	100
 DEBT SERVICE:	
Debt Service - Bond Principal <i>(Budget)</i>	1,295,000
Debt Service - Defeasance Payment	-
Debt Service - Bond Interest <i>(2017 Actual)</i>	34,822
Debt Service - Fiscal Paying Agent <i>(Budget)</i>	600
TOTAL DEBT SERVICE	1,330,422
 INTERGOVERNMENTAL:	
Debt Service - Ad Val Tax Ded - Sheriff <i>(Actual) 2017</i>	45,224
Debt Service - Cost of Ad Valorem Tax Coll. <i>(Budget)</i>	-
TOTAL INTERGOVERNMENTAL	45,224
 TRANSFERS:	
Transfer to General Fund - Indirect Cost	-
TOTAL TRANSFERS	-
 TOTAL EXPENDITURES	 1,375,746
 ENDING FUND BALANCE	 476,828

ST. CHARLES PARISH
AD VALOREM TAX
MILLAGE RATE COMPARISON SCHEDULE

AREA/TAXING DISTRICT/Tax Roll	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2016/ 2017
<i>PARISHWIDE:</i>												
General Fund	3.28	3.17	3.21	3.21	3.21	3.17	3.17	3.17	3.17	3.17	3.17	-
Levees									4.00	4.07	4.07	-
ARC									0.70	0.70	0.67	(0.03)
Road Lighting	1.48	1.01	1.45	1.45	1.45	1.43	1.43	1.43	1.03	1.03	1.01	(0.02)
Library M & O	4.90	4.35	4.79	4.79	4.50	4.45	4.45	4.45	4.45	4.45	4.35	(0.10)
Road Maintenance	5.96	5.90	5.83	5.96	5.96	5.94	5.94	5.94	5.94	6.04	5.90	(0.14)
Recreation	2.97	2.96	2.96	2.96	2.96	2.97	2.97	2.97	2.97	3.02	2.96	(0.06)
Mosquito Control	1.10	1.08	1.08	1.08	1.08	1.10	1.10	1.10	1.10	1.10	1.08	(0.02)
Council on Aging	0.98	0.92	0.97	0.97	0.97	0.96	0.96	0.96	0.96	0.96	0.92	(0.04)
Fire Protection	1.58	1.45	1.54	1.55	1.55	1.53	1.53	1.53	1.53	1.53	1.45	(0.08)
E-911 Emergency System	1.00	0.97	0.98	0.98	1.00	0.99	0.99	0.99	0.99	0.99	0.97	(0.02)
Health Unit	0.65	0.61	0.64	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.61	(0.03)
Wastewater Facility										1.09	1.09	-
Sewer Bonds	3.16	2.98	2.95	2.95	2.95	2.83	2.60	2.20	2.20	1.11	1.11	-
TOTAL PARISHWIDE	27.18	25.40	26.40	26.55	26.28	26.01	25.78	25.38	29.68	29.90	29.36	(0.54)
<i>Increase/(Decrease over Prior Year)</i>	<i>(0.10)</i>	<i>(1.78)</i>	<i>1.00</i>	<i>0.15</i>	<i>(0.27)</i>	<i>(0.27)</i>	<i>(0.23)</i>	<i>(0.63)</i>	<i>4.30</i>	<i>0.22</i>	<i>(0.54)</i>	

ST. CHARLES PARISH
Advalorem Millage Rates Gross Revenue Comparison
2017 Assessment

AREA/TAXING DISTRICT	2017 Adjusted	Estimated 2018 Gross Revenue	2016 Actual	2016 Actual Gross Revenue	Estimated Change in Revenue
<i>PARISHWIDE:</i>					
General Fund	3.17	4,025,813.02	3.17	3,909,223.00	116,590.02
Levees	4.07	5,168,788.32	4.07	5,017,988.00	150,800.32
Road Lighting	1.01	1,282,672.29	1.03	1,267,011.00	15,661.29
Library M & O	4.35	5,524,380.64	4.45	5,487,717.00	36,663.64
Road Maintenance	5.90	7,492,838.11	6.04	7,448,404.00	44,434.11
Recreation	2.96	3,759,118.78	3.02	3,724,199.00	34,919.78
Mosquito Control	1.08	1,371,570.37	1.1	1,356,516.00	15,054.37
Council on Aging	0.92	1,168,374.76	0.96	1,149,000.00	19,374.76
Fire Protection	1.45	1,841,460.21	1.53	1,824,452.00	17,008.21
E-911 Emergency System	0.97	1,231,873.38	0.99	1,220,858.00	11,015.38
Health Unit	0.61	774,683.26	0.64	763,167.00	11,516.26
ARC	0.67	850,881.62	0.70	834,528.00	16,353.62
WASTEWATER FACILITY	1.09	1,384,270.09	1.09	1,343,258.00	41,012.09
Sewer Bonds	1.11	1,409,669.54	1.11	1,419,744.00	(10,074.46)
TOTAL PARISHWIDE	29.36	37,286,394.39	29.90	36,766,065.00	520,329.39

2017 TAX ROLL - ESTIMATE

	<u>Parish Wide</u>
2017 Tax Roll	<u>1,269,972,561</u>
Estimated 2015 Tax Roll (Gross)	<u>1,269,972,561</u>
Gross per Mill	\$1,269,973
2017 Ad Valorem Net of Retirement (3.5%)	-\$44,449
and Uncollectible (4%) - Rounded	-\$50,799
Net per Mill	\$1,174,725

2018 Revenue Estimate = Estimated 2017 Tax Roll (Gross) X Millage Rate X .96

2018 Retirement Estimate = Estimated 2017 Tax Roll (Gross) X Millage Rate X .035

AD VALOREM TAX MILLAGE ADJUSTMENT FORM**FUND: 207 SEWER GENERAL OBLIGATION**

	<u>2012 Refunding</u>	<u>DEQ</u>	<u>TOTAL</u>
2018 Debt Service - Interest	33,626	0	33,626
2018 Debt Service - Principal	1,325,000	0	1,325,000
PLUS: *Misc. Paying Agent & Administrative Fees	600	0	600
Sub-Total	1,359,226	0	1,359,226
LESS: 2017 Interest Earnings (0.15% X FB)	715	0	715
LESS: 2017 Interest Earnings (0.15% X FB)	0	0	0
Sub-Total	1,359,941	0	1,359,941
Plus: Increase to Fund Balance			0
Less: Fund Balance Draw Down	(60,000)	0	(60,000)
Net Ad Valorem Taxes Needed	1,299,941	0	1,299,941
Net Taxes Needed	1,299,941	0	1,299,941
Net Collected Per Mill	1,174,725	1,174,725	1,174,725
= Mills	1.11	0.00	1.11

Mills to Levy for the 2017 Tax Roll for 2018 Budget**1.11****FISCAL YEAR 2018 PROJECTION - FUND 207****ASSUMING 2017 TAX ROLL LEVY OF 1.11 MILLS**

	<u>2012 Refunding</u>	<u>DEQ</u>	<u>TOTAL</u>
<i>Fund Balance Estimate @ 1/1/17</i>	476,828	0	476,828
Net Ad Valorem Tax 2017	1,409,670		1,409,670
Interest on Investments	715		715
Bond Maturity Payments	(1,295,000)		(1,295,000)
*Misc. Paying Agent & Admin. Fees	(600)		(600)
<i>Fund Balance Estimate @ 12/31/16</i>	591,613	0	591,613

* Note: Retirement System Deduction not included because Ad Valorem is net of Deduction.

David Wolfe's Rule of Thumb - Surplus after 9/1 payment should be 1/2 of next years March & September payments combined in case of industry taxes being paid under protest & not available for Debt Service.

WER GENERAL OBLIGATION BOND SINKING

FUND NUMBER: 207

Description	2017 Budget 2012 Refunding Refunding Issue
FUND BALANCE	431,498
<i>(obtained from '16 fund analysis)</i>	
REVENUES:	
Ad Valorem Taxes <i>(to date 5/24/17)</i>	1,419,060
Interest Earnings <i>2017 actual</i>	2,016
TOTAL REVENUES	1,421,076
 TOTAL MEANS OF FINANCING	 1,852,574
 EXPENDITURES:	
OPERATING SERVICES:	
Debt Service - Professional Services <i>(2017 Budget)</i>	100
TOTAL OPERATING SERVICES	100
 DEBT SERVICE:	
Debt Service - Bond Principal <i>(Budget)</i>	1,295,000
Debt Service - Defeasance Payment	-
Debt Service - Bond Interest <i>(2017 Actual)</i>	34,822
Debt Service - Fiscal Paying Agent <i>(Budget)</i>	600
TOTAL DEBT SERVICE	1,330,422
 INTERGOVERNMENTAL:	
Debt Service - Ad Val Tax Ded - Sheriff <i>(Actual) 2017</i>	45,224
Debt Service - Cost of Ad Valorem Tax Coll. <i>(Budget)</i>	-
TOTAL INTERGOVERNMENTAL	45,224
 TRANSFERS:	
Transfer to General Fund - Indirect Cost	-
TOTAL TRANSFERS	-
 TOTAL EXPENDITURES	 1,375,746
 ENDING FUND BALANCE	 476,828



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 #: 2015-0394 **Version:** 2 **Name:** Amend Appendix A - D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

Sponsors: Paul J. Hogan

Indexes: P and Z (Dept. of)

Code sections: Appendix A. Section VI. - Zoning district criteria and regulations

Attachments: [2015-0394 Recommendation at a Glance \(2\)](#)
[2015-0394 08.03.17 Minutes Cemeteries in M1\(w_SPU\)](#)
[2017-0394 PZO 2015-04 LUR Cemeteries in M1](#)
[2015-0394 Memo to PZ](#)
[2015-0394 Memo to Commission](#)
[2015-0394 Special Permit - Cemeteries Recommendation at a Glance](#)
[2015-0394 Special Permit - Cemeteries Minutes 10.08.15 Cemeteries \(Hogan\)](#)
[2015-0394 Special Permit - Cemeteries PZO 2015-04 LUR Cemeteries in M1](#)

Date	Ver.	Action By	Action	Result
8/3/2017	2	Planning Commission	Recommended Approval	
8/3/2017	2	Department of Planning & Zoning	No Recommendation	
7/31/2017	2	Parish Council		
7/31/2017	2	Council Member(s)	Introduced	
7/12/2017	2	Council Secretary	Correspondence Sent	
11/2/2015	1	Parish Council	Public Hearing Requirements Satisfied	
11/2/2015	1	Parish Council	Approved	Fail
11/2/2015	1	Parish Council	Failed	
10/19/2015	1	Parish Council	Publish/Scheduled for Public Hearing	
10/19/2015	1	Council Member(s)	Introduced	
10/8/2015	1	Planning Commission	Recommended Approval	
10/8/2015	1	Department of Planning & Zoning	No Recommendation	
8/12/2015	1	Council Secretary	Correspondence Sent	

RECOMMENDATIONS AT A GLANCE

PZO-2017-07 requested by Paul J. Hogan, PE, Councilman At Large, Div. B for An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

Planning Department Recommendation:

Potential outcomes:

1. The proposed ordinance change would affect little developable acreage.

Planning Commission Recommendation:

Approval

Commissioner Booth: Next item on our agenda is PZO-2017-07 requested by Paul J. Hogan, PE, Councilman At Large, Div. B for An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council. Mr. Hogan you care to speak on that?

Mr. Hogan: Yes sir. How yall doing Commissioners? Short meeting tonight huh?

Commissioner Booth: This is a public hearing for this particular item.

Mr. Hogan: This is the same ordinance that came before yall in 2015 which yall passed and it went to the Council and the Council did not pass it. I'm bringing it up we have some new Councilmembers on board this time. All it does is provides to allow cemeteries in the M-1 zoning district, one acre in size upon receiving approval from the Commission and a supporting resolution from the Council. I ask for your support.

Commissioner Booth: For this particular thing right now the Council isn't involved in that decision the way the ordinance reads now?

Mr. Albert: Currently there's no provision for this land use in the M-1 zoning district.

Commissioner Booth: Ok. So Mr. Hogan it's the same thing you had last year? No difference in wording?

Mr. Hogan: Same exact thing, this allows if somebody has M-1 property rather than trying to down zone it to C-3 which you have to do to get 20 acres in a C-3 or put it in Open Land district, this allows it to go into M-1. You know you don't want it in residential areas and you don't want it in a C-2 area but we'll take it in C-3 with 20 acres, well it just makes sense that it would be allowed in M-1, you have no people around. Anyway I ask yall support.

Commissioner Booth: I agreed with the Council a year ago and I voted against it last year and I'm voting against it this year. If there are no other comments or questions we'll ask for the vote if we can get our computer to work.

YEAS: Granier

NAYS: Gordon, Petit, Booth, Frangella, Galliano

ABSENT: Richard

Commissioner Booth: And that does not pass.

Mr. Hogan: Thank you.

Commissioner Booth: Alright sir.

St. Charles Parish Department of Planning & Zoning

SUBDIVISION ORDINANCE AMENDMENT REPORT

CASE NUMBER: PZO 2017-07

Introduced by Paul Hogan, PE, Councilman, District IV

To amend the Zoning Ordinance to allow cemeteries of one (1) acre or greater as a special permit use in the M-1 land use zoning district with a supporting resolution of the Parish Council

This request is identical to PZO 2015-04. The Planning Commission voted 4-2 to approve that ordinance (minutes from that meeting are in the agenda). The Council did not adopt the ordinance in 2015.

Planning and Zoning context:

The zoning district:

- The zoning map shows 61 M1 zoning districts of various sizes totaling approximately 5,698 acres (this reflects three rezones to M-1 since PZO 2015-04 PZR 2017-03 and 2015-08 rezoned approx. 2.2 acres on Almedia Road and PZR 2015-08 rezoned the Hoover Tree Services site, approximately 18 acres).
- Approximately 950 acres of land was zoned M-1 at the request of individual property owners. The majority of this acreage is developed with light industrial land uses.
- Approximately 4,748 acres was zoned M-1 with the comprehensive zoning of 1981. Only half of this M-1 acreage remains vacant—most likely because it is wetland.
- The amendment does not affect much land that currently is zoned M1.

The specific use:

- Generally, land used for a cemetery is unlikely to accommodate another use, because state law requires dedication of land used for a cemetery and revoking the dedication or removing human remains requires state approvals.
- One cemetery currently is zoned M1—shown below. This cemetery is a legally non-conforming use. Expansion of non-conforming uses is not permitted. If the code amendment is adopted, the owners of this cemetery could request a Special Permit to expand or improve the cemetery.



Potential outcomes:

- 1. The proposed ordinance change would affect little developable acreage.**



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057


(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

MEMORANDUM

DATE: JULY 12, 2017

TO: MR. MICHAEL ALBERT
PLANNING & ZONING DIRECTOR

FROM: TIFFANY K. CLARK 
COUNCIL SECRETARY

RE: PROPOSED ORDINANCE
REVISE APPENDIX A, SECTION VI. D., [I]. 1. C. SPECIAL
PERMIT USES IN M-1 ZONING DISTRICT, CEMETERIES

This is to formally request that you initiate the process to have the referenced placed on the Agenda for consideration by the Planning Commission at their Meeting of August 3, 2017.

Thank you.

TKC530/ag

Enclosure

cc: Mr. Billy Raymond, Chief Administrative Officer w/enclosure
Ms. Wendy Watkins w/enclosure

2015-0394
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____

An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, is hereby amended by adding the following:

Section VI. Zoning district criteria and regulations

D. [I]. 1. c. Special permit uses and structures include the following:

- (10) Cemeteries with a minimum size of one (1) acre upon receiving a recommendation by the Planning and Zoning Commission and a supporting resolution of the Council.

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

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

2015-0394 Amend Code - Appendix A Sect VI M-1 Special Permit Use cemeteries (6-25-17-PH) (L_)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057


(985) 783-5000 • Fax: (985) 783-2067

<http://www.stcharlesparish-la.gov>

MEMORANDUM

DATE: AUGUST 12, 2015

TO: MR. MICHAEL ALBERT
PLANNING & ZONING DIRECTOR

FROM: TIFFANY K. CLARK
COUNCIL SECRETARY 

RE: PROPOSED ORDINANCE
APPENDIX A., SECTION VI., D., [I]. 1. c.
SPECIAL PERMIT USES - CEMETERIES

This is to formally request that you initiate the process to have the referenced placed on the Agenda for consideration by the Planning Commission at their Meeting of September 3, 2015.

Thank you.

TKC326/ag

Enclosure

cc: Mr. Buddy Boe, Chief Administrative Officer w/enclosure
Ms. Wendy Watkins w/enclosure

RECOMMENDATIONS AT A GLANCE

PZO-2015-04 requested by Paul J. Hogan, PE, Councilman District IV for an ordinance to amend The St. Charles Parish Zoning Ordinance of 1981, Section VI., Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding "(10) cemeteries upon approval of the Planning Commission and a supporting resolution of the Council."

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Approval

Motion to remove from the table by Mr. Booth, second by Mr. Galliano.

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

PZO-2015-04 requested by **Paul J. Hogan, PE, Councilman District IV** for an ordinance to amend The St. Charles Parish Zoning Ordinance of 1981, Section VI., Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding “(10) cemeteries upon approval of the Planning Commission and a supporting resolution of the Council.”

Paul Hogan, 222 Down the Bayou Road, Des Allemands spoke for the request.

The public hearing was opened.

No Commission discussion.

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

YEAS: Pierre, Loupe, Richard, Galliano
NAYS: Gibbs, Booth
ABSENT: Frangella

The Planning Commission recommended approval of the ordinance.

St. Charles Parish Department of Planning & Zoning

SUBDIVISION ORDINANCE AMENDMENT REPORT

CASE NUMBER: PZO 2015-04

Introduced by Paul Hogan, PE, Councilman, District IV

To amend the Zoning Ordinance to allow cemeteries of one (1) acre or greater as a special permit use in the M-1 land use zoning district with a supporting resolution of the Parish Council

Planning and Zoning context:

The zoning district:

- The zoning map shows 58 M1 zoning districts of various sizes totaling approximately 5,678 acres.
- Sixteen of the districts, approximately 4,747 acres, were created with the comprehensive zoning of 1981. Approximately half of this acreage appears to have no land use. The largest of these 16 original M1 zoning districts surrounds the I-310 corridor, but is comprised of wetlands. Another large original M1 zoning district with sparse development exists in Des Allemands between Hwy 635 and J. B. Green Road; a third is near the Ama Airport. These are the lands likely to be affected by the ordinance change.
- The other 42 M1 zoning districts were created by the Parish Council at the request of individual property owners or developers. The majority of the acreage that was rezoned to M-1 is developed with light industrial uses.
- The amendment does not affect much land that currently is zoned M1.

The specific use: Generally, once land is dedicated for cemetery use, it is unlikely to accommodate another use.

- Louisiana Law requires dedication of land for a cemetery. If a local ordinance requires one acre minimum for a cemetery, in order to comply with both local and state law, a cemetery in M1 will have to dedicate the entire acre. The process for revoking a dedication of any portion of the original dedication is long (Louisiana Revised Statutes, Title 8, Chapter 5 section 306).
- Louisiana Law requires survivors consent to move remains; if survivors cannot be found, a judgment must be rendered to allow the removal and relocation of remains (LRS Title 8 Chapter 10a section 659).
- One cemetery currently is zoned M1—shown below. Currently, this cemetery is legally non-conforming as to zoning. If the change is adopted, the owners could request a Special Permit use in order to expand or improve the site, to add a parking lot or mausoleum, for example.



Potential outcomes:

1. The proposed ordinance change would not affect much developable acreage.
2. The one acre minimum appears arbitrary. It should be removed.



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 #: 2017-0239 **Version:** 1 **Name:** Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, to decrease the contract amount by \$2,078.04 and increase the contract time 40 days.

Sponsors: Lawrence 'Larry' Cochran, Department of Parks and Recreation

Indexes:

Code sections:

Attachments: [2017-0239 C.O. Rathborne Park, Ph. II](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE 6/29/17

EFFECTIVE DATE _____

OWNER St. Charles Parish Department of Parks & Recreation

CONTRACTOR Frickey Brothers Construction, Inc.

Contract: Rathborne Park Development, Phase II

Project: Rathborne Park Development, Phase II

OWNER's Contract No. 22-00929

ENGINEER's Contract No. N/A

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

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

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

1. Delete the Following Work Items: **N/A**

- a. Contract Item #15: *Miscellaneous and Utility Allowance*
Delete item in its entirety. (-\$20,000.00)

Total of Deducted Items = (-\$20,000.00)

2. Add the Following Work Items:

- a. New Contract Item #: *Move Conduits in Basket Ball Court*
Addition of \$420.00 (L.S.). See attached cost estimate for details.
- b. New Contract Item #: *Electrical Junction Box*
Addition of \$392.52 (L.S.). See attached cost estimate for details.
- c. New Contract Item #: *Pressure Wash and Restripe Existing Parking Lot*
Addition of \$552.04 (L.S.). See attached cost estimate for details.
- d. New Contract Item #: *Security Fence*
Addition of \$1,605.62 (L.S.). See attached cost estimate for details.
- e. New Contract Item #: *Additional Outfield Fence*
Addition of \$5,182.78 (L.S.). See attached cost estimate for details.
- f. New Contract Item #: *Additional 6' to the boys dugouts. Concrete, cover, and fence.*
Addition of \$4,200.00 (L.S.). See attached cost estimate for details.
- g. New Contract Item #: *Additional Concrete*
Addition of \$3,968.00 (L.S.). See attached cost estimate for details.
- h. New Contract Item #: *Tork Digital Timer*
Addition of \$533.00 (L.S.). See attached cost estimate for details.
- i. New Contract Item #: *Grounding System for Parking Lot Poles*
Addition of \$1,068.00 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$17,921.96)

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

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

1. Deleted Work Items

- a. Relocation of infrastructure was not necessary.

2. Add Work Items

- a. Requested by Owner.
- b. Requested by Entergy.
- c. Requested by Owner.
- d. Requested by Owner.
- e. Requested by Owner.
- f. Requested by Owner.
- g. Requested by Owner.
- h. Requested by Owner.
- i. Requested by South Central Planning.

3. Revise Work Item Quantities

- a. N/A

4. Contract Time

- a. The contractor had additional work to do and needed 40 more days.

CHANGE IN CONTRACT TIMES:	
<p>Original Contract Times:</p> <p>Substantial Completion: <u>May 20, 2017</u></p> <p>Ready for final payment: <u>July 5, 2017</u></p> <p style="text-align: center;">(days or dates)</p>	
<p>Net change from previous Change Orders No. <u> </u> to No. <u> </u>:</p> <p>Substantial Completion: <u>N/A</u></p> <p>Ready for final payment: <u>N/A</u></p> <p style="text-align: center;">(days)</p>	
<p>Contract Times prior to this Change Order:</p> <p>Substantial Completion: <u>May 20, 2017</u></p> <p>Ready for final payment: <u>July 5, 2017</u></p> <p style="text-align: center;">(days or dates)</p>	
<p>Net increase (decrease) this Change Order:</p> <p>Substantial Completion: <u>40 days</u></p> <p>Ready for final payment: <u>40 days</u></p> <p style="text-align: center;">(days)</p>	
<p>Contract Times with all approved Change Orders:</p> <p>Substantial Completion: <u>June 29, 2017</u></p> <p>Ready for final payment: <u>August 13, 2017</u></p> <p style="text-align: center;">(days or dates)</p>	

~~ACCEPTED:~~

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 11/10

Marco Juarez

From: Frickey Brothers <frickeybrothers@gmail.com>
Sent: Wednesday, July 5, 2017 8:34 AM
To: Marco Juarez
Subject: Re: Rathborne Park Substantial Completion

Marco,

I spoke to Mr. Dana and he said we had 41 rain days.

Thanks,
Ashley

Frickey Brothers Construction
101 Louisiana St.
Paradis, LA 70080
Phone (985)758-7332
Fax (985)758-7335

On Fri, Jun 30, 2017 at 12:06 PM, Marco Juarez <mjuarez@hebertengineering.com> wrote:

Ashley,

We plan on giving you substantial completion for the project as of yesterday (June 29th). Please send us the number of rain days you've had so we can reconcile the original completion date with the new one. Call if you have any questions. Thanks.

Marco Juarez, P.E., M.S.



Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., LLC.
One American Place - 13919 River Road, Suite 310
Luling, LA 70070
www.hebertengineering.com
phone: (985) 785-2380 Fax: (985) 785-2388

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Thank you.



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 #: 2017-0240 **Version:** 1 **Name:** Intergovernmental Agreement with the Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program.

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

Indexes: Highway Dept.

Code sections:

Attachments: [2017-0240 Agreement](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

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

INTERGOVERNMENTAL AGREEMENT

**FEDERAL OFF-SYSTEM BRIDGE REHABILITATION
AND REPLACEMENT PROGRAM**

ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "**DOTD**", and St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "**Parish**".

WITNESSETH: That;

WHEREAS, under provisions of Title 23, United States Code, Section 144 "Highway Bridge Replacement and Rehabilitation Program," as amended, funds have been appropriated out of the Highway Trust Fund to finance replacement and/or rehabilitation of bridges located off the State and Federal road system; and

WHEREAS, Parish has requested DOTD to allocate funds necessary to finance the off-system bridge replacement and/or rehabilitation projects defined in the Parish's approved priority list, subject to special terms and conditions set forth herein; and

WHEREAS, Federal Funds have been appropriated to finance replacement and/or rehabilitation projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to implementation of the projects and desires to cooperate with Parish as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I – PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement, consists of replacement and/or rehabilitation of off-system bridges as approved by DOTD and the Federal Highway Administration "FHWA". DOTD will exercise administrative responsibilities for each project from date of a Parish resolution requesting the project(s) until final acceptance of the completed project(s).

ARTICLE II – FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Parish's expense, the cost of the Project will be a joint participation between the FHWA and DOTD, with DOTD contributing the local match at time of authorization. The Parish does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, at its own cost, subject to prior DOTD and/or federal approval.

Cost of services performed for Parish by DOTD at the request of Parish will be determined on the basis of DOTD's actual cost plus overhead including payroll additives. Payment for services shall be made in advance by Parish based on a reasonable estimate prepared by DOTD. Overruns and/or underruns in cost of services will be determined upon completion of services and the proper party will be reimbursed.

ARTICLE III – PERIOD OF PERFORMANCE

Project(s) selected must be completed within ten (10) years of the execution of this Agreement.

ARTICLE IV – RIGHT-OF-WAY ACQUISITION

Parish shall, at its expense, acquire all right-of-ways required for Project. If a right-of-way is required for a Project, acquisition of all real property and property rights required for a Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section. Acquisitions must be completed prior to federal authorization for construction letting.

Title to project right-of-way shall be vested in Parish but shall be subject to DOTD and FHWA requirements and regulations governing abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE V – PERMITS

The Parish is obligated to obtain all permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE VI – UTILITY RELOCATION/RAILROAD COORDINATION

The Parish shall be obligated to obtain from affected utility companies or railroads, all agreements and designs of any required systems or relocations. These costs are not eligible for federal or state reimbursement.

The Parish will be required to obtain relocation and other necessary agreements related to utilities or railroads on Parish-owned routes. The Parish will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Parish is responsible for any and all costs associated with utility relocations, adjustments, and construction time delays on non-state routes after the project is awarded.

The Parish shall comply with all utility relocation processes as specified in the LPA Manual and the Off-System Bridge Program Guidelines.

ARTICLE VII – ENVIRONMENTAL CLEARANCES

Parish shall be responsible for environmental clearance of projects, which must be obtained before commencement of the final design stage. DOTD and its consultant shall assist Parish in clearances. Assistance by DOTD may not be available based on the number of personnel and funds available. Parish shall be responsible for obtaining permits and for reimbursing consultant for fees required to be paid to reviewing agencies.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Parish, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VIII – CONSTRUCTION PLANS

DOTD, or a consultant selected by DOTD, will prepare complete plans, specifications and estimates, prepare bid proposals, advertise for and receive bids for work, and award and enter into contract with the lowest responsible bidder. The issuance of change orders within the scope of the contract is authorized pursuant to La. R.S. 48:252 (B)(7)(a). Parish shall be informed of date and time of each plan-in-hand inspection and be required to have a representative present. DOTD shall furnish plan-in-hand prints to Parish prior to inspection.

ARTICLE IX – BID FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder.

ARTICLE X – CONSTRUCTION

DOTD shall construct projects in accordance with DOTD's specifications and requirements and provide technical administration and inspection services during construction. Parish shall be informed by DOTD of major design and/or construction plan changes. In addition, Parish will be informed by DOTD if Parish is required to provide Construction Engineering & Inspection services.

ARTICLE XI – TRAFFIC CONTROL DEVICES

It shall be the responsibility of Parish to install, at its expense, traffic control devices before the structure and roadway can be opened to traffic.

ARTICLE XII – WEIGHT LIMIT SIGNS

It shall be the responsibility of Parish to install, at its expense, weight limit signs before the structure and roadway can be opened to traffic for those bridges that require limitation.

ARTICLE XIII – TIME LIMITATIONS

Progress will be judged by DOTD in the two year Bridge Replacement program guidelines, made a part hereof by reference. Time limits and consequences shall be specified therein. Consequences may include loss of funding, loss of allocation distribution, cancellation of project, and/or loss of participation in program. Special circumstances that may require extensions shall be determined by DOTD.

ARTICLE XIV – CANCELLATION

This Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
3. By DOTD due to failure of the Parish to progress timely with the Project or follow the specific program guidelines.

Once DOTD has incurred cost for the preparation of plans, the Parish may not cancel the Project without a Parish resolution stating the desire and reason for cancellation. Parish shall inform DOTD of any conditions that may change at the project site. Funds expended for design of the project will be deducted from the Parish's available off-system bridge funds.

ARTICLE XV – FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of the Project, a copy of which acceptance shall be furnished to Parish by DOTD, Parish shall own and maintain project in accordance with DOTD's maintenance procedure standards. Final acceptance will be recorded by DOTD. Before making the final inspection, DOTD's District Administrator shall notify Parish so Parish may have a representative present for inspections.

ARTICLE XVI - DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal is assigned to any project that is the subject of this Agreement, the Parish or its Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Parish or its Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Parish or its Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Parish or its Consultant shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD will release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

The DOTD Project Manager shall review submitted invoices to determine if the DBE goals are being achieved. If the Parish or its Consultant has failed to meet the goal and no good faith efforts have been made, the DOTD Project Manager shall notify the Compliance Section of DOTD, and at that time the DBE/WBE portion of the contract fee shall be withheld.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

ARTICLE XVII – RECORD RETENTION

The Parish and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation

Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or the Louisiana Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, Parish will be required to refund the Federal Funds.

For all Stage/Phases for which Parish is designated as being responsible, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5 years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Parish is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Parish to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII – COMPLIANCE WITH CIVIL RIGHTS

The Parish agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Parish agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, national origin, veteran status, genetic information, political affiliation, or disabilities.

Any act of discrimination committed by Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIX – INDEMNIFICATION

The Parish shall indemnify, save harmless, and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Parish, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney fees and court costs. The Parish shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XX – COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXI – ORIGINAL AGREEMENT

Following the execution of this Agreement, the Agreement of February 12, 2008 for the Federal Aid Off-System Highway Bridge Rehabilitation and Replacement Program shall be null and void.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
ST. CHARLES PARISH

Witness for First Party

BY: _____

Typed or Printed Name

Witness for First Party

TITLE: _____

Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head



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 #: 2017-0244 **Version:** 1 **Name:** Lease w/East Side SCP Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: Yes

Title: An ordinance to approve and authorize the execution of a lease with the East Side St. Charles Parish Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy.

Sponsors: Lawrence 'Larry' Cochran

Indexes:

Code sections:

Attachments: [2017-0244 Lease and survey](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

LEASE OF COMMERCIAL PROPERTY

UNITED STATES OF AMERICA

BY: EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

EAST SIDE ST. CHARLES PARISH VOLUNTEER FIRE DEPARTMENT, INC., herein represented by Donald Peyton, its President, pursuant to a resolution of its Board of Directors adopted on _____, hereinafter referred to as "Lessor", hereby leases to ST. CHARLES PARISH, herein represented by Larry Cochran, Parish President, hereinafter referred to as "Lessee", the following described property:

TWO (2) CERTAIN LOTS or parcels of land situated in the Parish of St. Charles, State of Louisiana, and being more particularly described as LOTS TEN (10) and ELEVEN (11) of Square 10, New Sarpy Subdivision, New Sarpy, Louisiana; said lots having a combined front footage of Forty-five and 58/100 (45.58') feet by a depth of One Hundred and No/100 (100.00) feet between equal and parallel lines as shown by the official records of the Parish of St. Charles, State of Louisiana.

1. Lessor is a private non-profit corporation which operates for the purpose of providing emergency and fire services to St. Charles Parish and Lessee is St. Charles Parish, and, therefore, the consideration for this agreement is the benefit that is to run between the Lessor and the Lessee resulting from this agreement.
2. The term of this lease is for ten (10) years, commencing _____, subject to renewal by both parties as long as St. Charles Parish utilizes the property as a public property and for other services in connection therewith.
3. The property which is the subject of this lease is to be utilized as public property and for the public need, and no private use of this property is to be made, subject to immediate cancellation hereof.
4. Lessee agrees to comply with all of the laws and ordinances of the United States, the State of Louisiana, and the Parish of St. Charles, in the utilization of the subject property, and to notify Lessor of any change in its status as a legal entity.
5. Lessee is not permitted to rent or sublet or grant use or possession of the premises to any other party without the written consent of the Lessor, and then only in accordance with the terms of this lease.
6. Lessee agrees to maintain general liability insurance on the subject property.
7. Lessee agrees to maintain and repair the subject property during the terms of this lease.
8. Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of the premises for the purpose for which it is rented, or fail to pay the utilities or other expenses promptly when due; and should such violation continue for a period of ten (10) days after written notice has been given Lessee, then Lessor shall have the option to immediately cancel this lease.

Executed at _____, St. Charles Parish, Louisiana, this _____ day of _____ 2017.

WITNESSES:

ST. CHARLES PARISH

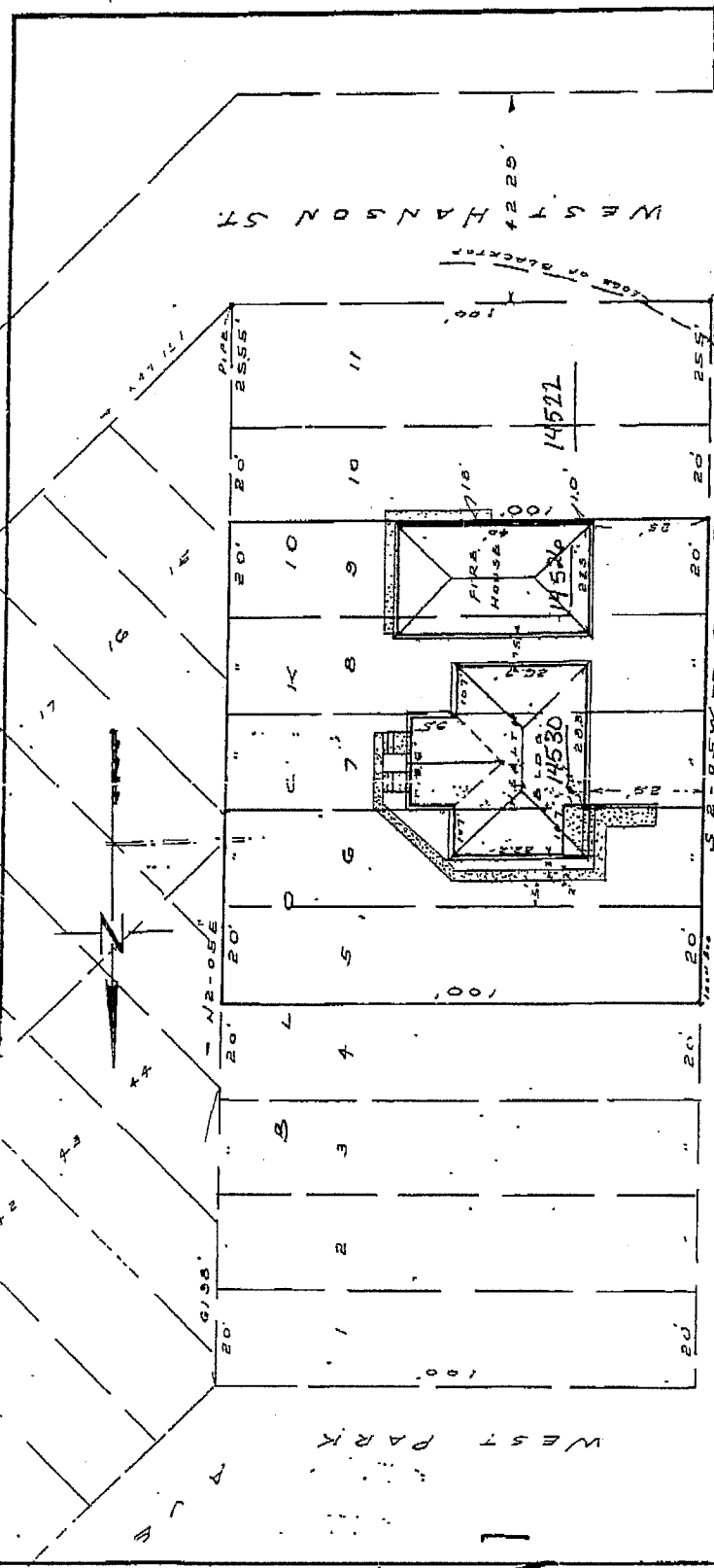
BY: _____

LARRY COCHRAN
PARISH PRESIDENT

EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.

BY: _____

DONALD PEYTON
PRESIDENT



JEFFERSON HIGHWAY

SURVEY OF PROPERTY OF THE
ST. CHARLES PARISH POLICE JURY
IN BLOCK 10 OF THE "NEW SARPY SUB-DIVISION"
AT NEW SARPY-ST CHARLES PARISH, LA.
IN SECTION B-T125-RBE.
SCALE: 1"=20' BY B. H. POLLOCK NOV. 15, 1967.



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 #: 2017-0245 **Version:** 1 **Name:** Amend 2017 Budget, add revenues totaling \$28,126,137 & related expenses to Fund's 123 - Flood Protection Fund for construction, architectural/engineering, & other fees totaling \$17,607,475 unexpended in 2016 for levee projects

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance to amend the 2017 Consolidated Operating and Capital Budget to add revenues totaling \$28,126,737 and related expenses to Fund's 123 - Flood Protection Fund for construction, architectural/engineering, and other fees totaling \$17,607,485 unexpended in 2016 for levee projects.

Sponsors: Lawrence 'Larry' Cochran, Department of Finance

Indexes:

Code sections:

Attachments: [2017-0245 Amendment Ex. A and back-up](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2017

Description	Prior Year Actual 2010	Current Year				Upcoming Year			
		Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	94,686,639	37,395,410	66,303,002			85,629,825		58,247,742	
Prior Period Adjustment	-	-	-			-		-	
FUND BALANCE - RESTATED	94,686,639	37,395,410	66,303,002			85,629,825		58,247,742	
CURRENT YEAR REVENUES									
& OTHER FINANCING SOURCES	80,528,393	77,387,368	111,850,665	53,546,325	46,397,405	99,943,730	-10.65%	99,756,774	-0.19%
TOTAL MEANS OF FINANCING	175,215,032	114,782,778	178,153,667			185,573,555		158,004,516	
EXPENDITURES & OTHER FINANCING USES:									
PERSONAL SERVICES	26,917,756	32,141,308	32,164,744	12,892,024	15,090,418	27,982,442	-13.00%	33,149,473	18.47%
OPERATING SERVICES	11,281,345	15,023,346	16,186,093	4,604,614	8,805,767	13,410,381	-17.15%	13,693,401	2.11%
MATERIALS & SUPPLIES	4,035,317	5,452,755	5,452,755	1,821,685	3,478,818	5,300,503	-2.79%	5,292,917	-0.14%
OTHER CHARGES	(163,285)	799,747	799,747	214,070	535,754	749,824	-6.24%	810,920	8.15%
DEBT SERVICE	3,182,926	3,540,414	3,540,414	3,048,156	148,573	3,196,729	-9.71%	1,752,837	-45.17%
CAPITAL OUTLAY	29,973,621	22,807,498	83,029,565	8,717,378	40,914,088	49,631,466	-40.22%	59,582,095	20.05%
INTERGOVERNMENTAL	3,452,009	10,186,338	10,618,588	5,440,213	(883,207)	4,557,006	-57.08%	5,552,722	21.85%
TRANSFERS	10,905,518	2,936,805	4,902,895	5,726,327	16,771,135	22,497,462	358.86%	3,764,733	-83.27%
TOTAL	89,585,207	92,888,211	156,694,801	42,464,467	84,861,346	127,325,813		123,599,098	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES									
	(9,056,814)	(15,500,843)	(44,844,136)			(27,382,083)		(23,842,324)	
ENDING FUND BALANCE	85,629,825	21,894,567	21,458,866			58,247,742		34,405,418	

ST. CHARLES PARISH
2017 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 July 31, 2017
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	56,605,030	1,642,712	58,247,742
REVENUE	71,630,037	28,126,737	99,756,774
TOTAL MEANS OF FINANCING	128,235,067	29,769,449	158,004,516
EXPENDITURES:			
PERSONAL SERVICES	33,149,473	-	33,149,473
OPERATING SERVICES	13,693,401	-	13,693,401
MATERIALS & SUPPLIES	5,292,917	-	5,292,917
OTHER CHARGES	810,920	-	810,920
DEBT SERVICE	1,752,837	-	1,752,837
CAPITAL OUTLAY	42,770,610	16,811,485	59,582,095
INTERGOVERNMENTAL	4,756,722	796,000	5,552,722
TRANSFERS	3,764,733	-	3,764,733
TOTAL EXPENDITURES	105,991,613	17,607,485	123,599,098
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	22,243,454	12,161,964	34,405,418

ST. CHARLES PARISH
2017 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 July 31, 2017
REVISION SCHEDULE SUMMARY
SPECIAL REVENUE SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	<u>33,272,263</u>	<u>1,642,712</u>	<u>34,914,975</u>
REVENUES	<u>45,255,563</u>	<u>28,126,737</u>	<u>73,382,300</u>
TOTAL MEANS OF FINANCING	<u>78,527,826</u>	<u>29,769,449</u>	<u>108,297,275</u>
EXPENDITURES:			
PERSONAL SERVICES	17,973,746	-	17,973,746
OPERATING SERVICES	6,708,639	-	6,708,639
MATERIALS & SUPPLIES	4,078,056	-	4,078,056
OTHER CHARGES	143,155	-	143,155
CAPITAL OUTLAY	37,617,355	16,811,485	54,428,840
INTERGOVERNMENTAL	1,973,264	796,000	2,769,264
TRANSFERS	<u>1,644,273</u>	<u>-</u>	<u>1,644,273</u>
TOTAL EXPENDITURES	<u>70,138,488</u>	<u>17,607,485</u>	<u>87,745,973</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>8,389,338</u>	<u>12,161,964</u>	<u>20,551,302</u>

FLOOD PROTECTION
DRAINAGE
FUND NUMBER: 123-420260
NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2017

Description	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
FUND BALANCE	2,263,078	1,642,712	3,905,790
REVENUES:			
Ad Valorem Tax	4,825,000	-	4,825,000
Hazard Mitigation Grant	-	5,648,301	5,648,301
Dept of Interior -Gulf of Mexico	5,000	-	5,000
Office of Coastal Restoration & Protection	-	5,019,322	5,019,322
Dept of Transportation & Development	-	1,912,785	1,912,785
Interest Earnigs	1,000	-	1,000
Transfer from General Fund	-	15,546,329	15,546,329
TOTAL REVENUES	4,831,000	28,126,737	32,957,737
TOTAL MEANS OF FINANCING	7,094,078	29,769,449	36,863,527
EXPENDITURES:			
CAPITAL OUTLAY:			
Flood Prot. -Improvements Other than Buildings	5,200,000	15,467,485	20,667,485
Flood Prot. -Other Fees	1,695,578	1,344,000	3,039,578
TOTAL CAPITAL OUTLAY	6,895,578	16,811,485	23,707,063
INTERGOVERNMENTAL:			
Flood Prot. -Retirement Sys Deduction	176,000		176,000
Flood Prot. -Cost of Ad Valorem Tax Collection	2,500		2,500
Flood Prot. -Intergovernmental Grants	-	796,000	796,000
TOTAL INTERGOVERNMENTAL	178,500	796,000	974,500
TRANSFERS:	20,000	-	20,000
TOTAL EXPENDITURES	7,094,078	17,607,485	24,701,563
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(2,263,078)	10,519,252	8,256,174
EXCESS (DEFICIENCY) OF MEANS OF FINANCING OVER EXPENDITURES	-	12,161,964	12,161,964

**FLOOD PROTECTION
DRAINAGE**

FUND NUMBER: 123-420260

**NARRATIVE EXPLANATION OF CAPITAL OUTLAY
FOR REQUESTED YEAR 2017**

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION	Sub-total
Improvements other than Buildings	\$ 20,667,485	Willowdale T-Wall Levee Ext. (P080905-3C)	\$ 2,143,196
		Williwridge Pump Station (P080905-4A)	700,358
		Ellington Levee Phase I (P080905-5B)	5,340,942
		Ellington Sewer Force Main (S141201)	960,455
		Magnolia Pump Station (P080905-6C)	11,522,534
Other Fees	\$ 3,039,578	Testing (Vibration Monitoring, Compaction, Soil, etc) 2%	\$ 414,000
		Inspections 3.5%	724,000
		Land (Acquisitions, Permitting, Surveying, Mitigation) 1.5%	311,000
		Geotechnical 1%	207,000
		Land Acquisition (RATHBORNE LANDS)	1,383,578

Grand Total Requested: **\$ 23,707,063**



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 #: 2017-0246 **Version:** 1 **Name:** Engineering Services Contract w/AIMS Group, Inc.-professional engineering services-Project No. S170701 Hahnville Wastewater Plant UV Upgrades

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of a Contract for Engineering Services with AIMS Group, Inc. for necessary professional engineering services associated with Parish Project No. S170701 Hahnville Wastewater Plant UV Upgrades.

Sponsors: Lawrence 'Larry' Cochran, Department of Wastewater

Indexes:

Code sections:

Attachments: [2017-0246 Engineering contract for HWTP UV system revised](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the _____ day of _____, 2017, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and AIMS Group, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the S170701 Hahnville Wastewater Plant UV Upgrade project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Project is to replace the current ultraviolet (UV) disinfection system, at the Hahnville Wastewater Plant, with an updated and more efficient UV system with the goal of reducing the number of bypasses due to inclement weather. Additionally the project includes the removal of a twelve inch section of discharge piping and twelve inch flow meter; and replacing with a twenty inch pipe and Parish owned twenty inch flow meter to eliminate head losses in the discharge system from the Hahnville Wastewater Plant to the Mississippi River.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Conceptual Design Report Phase

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.**
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.**
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.**
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.**
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.**
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:**
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.**
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.**
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase

- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.**

2.3.2 The Design Memorandum will consist minimally of the following sections:

- **Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.**
- **Hydraulics - if necessary**
- **Treatment Processes - if necessary**
- **Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)**
- **Preliminary Drawings – 11X17 minimum size**
- **The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.**
- **Engineer's preliminary opinion of probable costs.**
- **Updated Project Master Schedule.**
- **Summary of estimated quantities – initial bid schedule**
- **Instrumentation & Control Philosophy**
- **Power Requirements**
- **Additional data that will be needed, such as topographical, geotechnical, and project surveying.**

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- **Five(5) copies of the report for review.**
- **Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.**
- **Two(2) copies of the drawings (11x17 minimum).**
- **Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.**
- **All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.**

2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.
 - Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties,

responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

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

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.6.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of

Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document.** Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection.** Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference.** Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs.** Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities.** Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders.** To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

- 2.7.1 Provide start-up services for the new facility.**
- 2.7.2 Prepare training materials and provide 8 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.**
- 2.7.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.**
- 2.7.4 Assemble 3 complete sets of approved shop drawings in proper order for Owner's future reference.**
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.**
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.**
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".**
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.**
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.**

2.8 Resident Engineer and Inspection

- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.**
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.**
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.**
- 2.8.4 Duties and Responsibilities of RPR.**
 - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.**
 - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.**
 - 2.8.4.3 Liaison:**
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's**

- superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:**
 - Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.**
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents.** Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications.** Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.**
 - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make

recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

 X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

 Lump Sum amount of \$ paid according to section 4.1.1.3

- 4.1.1.1** The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2** An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3** Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4** Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing

and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section

11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

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

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this

Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

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

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the

Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY.

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER’S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

AIMS Group, Inc

EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.
- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

EXHIBIT B

CONSULTING ENGINEERING

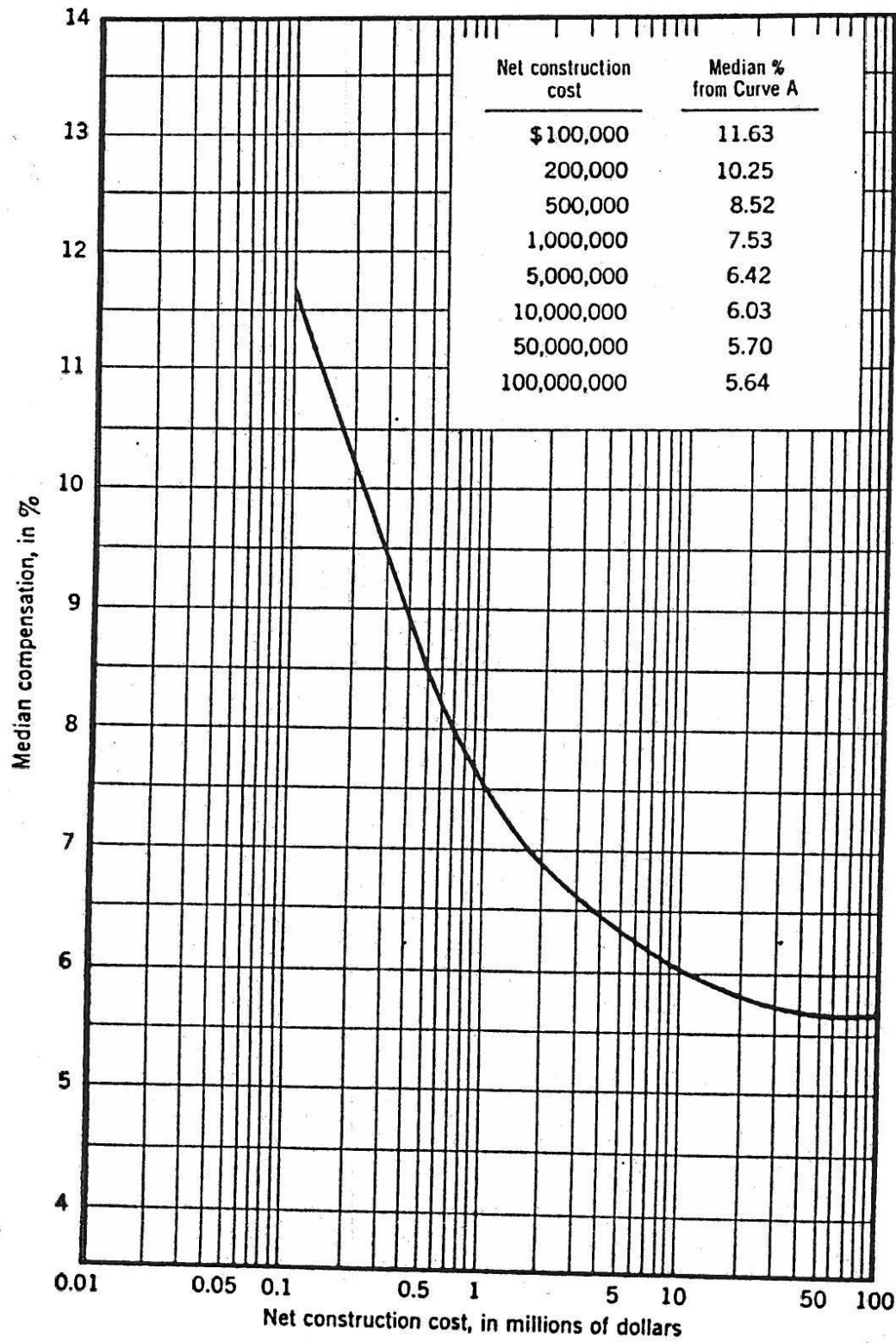


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C

FEE SCHEDULE
AIMS GROUP, INC.

<u>Category of Personnel</u>	<u>Payable Hourly Rate</u>
Principal/Officer	\$210.00
Project Manager	\$195.00
Registered Engineer	\$135.00
Engineer Intern	\$90.00
CADD Technician	\$90.00
CADD Draftsman	\$75.00
Field Technician	\$60.00
Clerical	\$57.50
Resident Inspector	\$85.00



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 #: 2017-0247 **Version:** 1 **Name:** Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: Yes

Title: An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project to be funded by the Pontchartrain Levee District and St. Charles Parish.

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

Indexes:

Code sections:

Attachments: [2017-0247 CEA St. Charles Parish PLD](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT
AND
ST. CHARLES PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

THE PONTCHARTRAIN LEVEE DISTRICT (hereinafter referred to as “PLD”), a political subdivision created by the Louisiana Legislature, represented herein by **BLAINE SHEETS**, its Vice President, duly authorized by a Resolution of the Board of Commissioners; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to an Ordinance adopted by the St. Charles Parish Council;

who hereby agree as follows:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States, or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, PLD is tasked with hurricane and flood protection for its geographical district, including St. Charles Parish, and St. Charles Parish is enhanced with drainage, flood protection, and the overall benefit of St. Charles Parish, and there is an advantage to the LaBranche Salinity Barrier Project to enhance the efforts of both entities; and

WHEREAS, PLD has entered into a Cooperative Endeavor Agreement with the Coastal Protection and Restoration Authority (CPRA) to receive funds to handle the construction of the LaBranche Salinity Barrier Project, and St. Charles Parish does hereby agree to contribute to the successful completion of the LaBranche Salinity Barrier Project; and

WHEREAS, St. Charles Parish has advertised and awarded the Salinity Barrier Project to a Contractor, and St. Charles Parish will administer the construction of the Salinity Barrier Project;

NOW THEREFORE, the parties do hereby agree to this Cooperative Endeavor Agreement as follows:

1. PLD and St. Charles Parish do hereby agree to enter into a Cooperative Endeavor Agreement regarding the design and construction of the LaBranche Salinity Barrier Project to add further protection and benefit to the citizens, businesses and properties of St. Charles Parish, Louisiana.

2. PLD has executed a Cooperative Endeavor Agreement on the LaBranche Salinity Barrier Project with CPRA setting forth the project at a total project cost of Six Hundred Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$609,459.78) Dollars. The State of Louisiana shall contribute a total of Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars towards construction.

3. PLD is the agency that must enter into the Cooperative Endeavor Agreement with CPRA and, as such, is obligated and bound to CPRA for the Three Hundred Twenty Thousand and 00/100 (\$320,000.00) Dollars local match. St. Charles Parish recognizes the benefit to its mission and has agreed to pay all construction and inspection services over the amount allocated by the State, but not more than One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

4. St. Charles Parish will review contractor invoices and submit them to PLD for payment/reimbursement. PLD, through the CPRA, shall pay invoices up to Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars. St. Charles Parish will cover the remaining costs not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

5. PLD further agrees that it will be the contracting agency and responsible for the professional engineering services and supplemental services as contemplated by the CPRA contract referenced hereinabove.

6. PLD and St. Charles Parish shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them from claims for bodily injury, death or property damage which may arise from performance of services under this agreement. The required minimum insurance coverage and limits are as follows:

- a. Worker's Compensation Insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana with Employers Liability included equal to the maximum statutory limits per accident/per disease/per employee.
- b. Commercial General Liability Insurance: Commercial General Liability insurance shall have a minimum limit per occurrence of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS.
- c. Automobile Liability: Automobile Liability insurance shall have a minimum combined single limit per occurrence of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If requested, it is agreed and understood that both the PLD and St. Charles Parish shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming the other party as an additional insured within ten (10) days of the execution of this Agreement. The PLD shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Coverages shall not be cancelled, suspended, or voided by either party without thirty (30) days prior written notice to either party.

7. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to the PLD:

Pontchartrain Levee District
2204 Albert Street
P. O. Box 426
Lutcher, LA 70071

With a copy to:

Dwight D. Poirrier
Attorney at Law
P. O. Box 868
Gonzales, LA 70737

If to St. Charles Parish:

St. Charles Parish President
P. O. Box 302
Hahnville, LA 70057

With copies to:

Director of Legal Services
P. O. Box 302
Hahnville, LA 70057
and
Director of Public Works
P. O. Box 302
Hahnville, LA 70057

8. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

9. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.

10. This Agreement is the complete agreement between the PLD and St. Charles Parish, and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

PONTCHARTRAIN LEVEE DISTRICT

ST. CHARLES PARISH

BY: _____
BLAINE SHEETS
VICE PRESIDENT

BY: _____
LARRY COCHRAN
PARISH PRESIDENT

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____

WITNESS: _____



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 #: 2017-0248 **Version:** 1 **Name:** Agreement w/DOTD and New Orleans Regional Planning Commission for the construction of US 61: RR Overpass-LA 50

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of an Agreement with the State of Louisiana Department of Transportation and Development and New Orleans Regional Planning Commission for the construction of US 61: RR Overpass-LA 50.

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

Indexes:

Code sections:

Attachments: [2017-0248 H.000320 REQUEST FOR INTRODUCTION](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

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

**ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.000320
FEDERAL AID PROJECT NO. H000320
US 61: RR OVERPASS – LA 50
US 61
St. Charles Parish**

THIS AGREEMENT, is made and executed in three original copies on this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **St. Charles Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **New Orleans Regional Planning Commission**, acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training

and to adhere to the Local Public Agency (LPA) Manual

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to proceed north along US 61 from the Jefferson/St. Charles Parish line to its intersection with LA 50 in St. Charles Parish. The scope of the project is to mill and overlay the existing roadway with 2" of asphalt concrete wearing course, pavement patching, applying new striping and markers, and related work. This project also calls for installation of additional culverts crossing at 5 locations on US 61, which will require construction servitudes and the closing in of a small section of roadside ditch along US 61 with pipes and catch basins, in St. Rose, St. Charles Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.000320 and Federal Project No. H000320**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 007-03			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	Entity is responsible for plan development of everything related to design and construction of culvert crossings.
Environmental Process	No	Yes	Entity is responsible for providing information associated with culvert crossing at 5 locations on US 61. DOTD responsible for environmental process.
Pre-Construction Engineering	Yes	Yes	DOTD responsible for plan development of roadway resurfacing and drainage for enclosing small section of roadside ditch. Entity responsible for plan development associated with the design and construction of the culvert crossings at 5 locations on US 61.
Rights-of-Way	Yes	No	Entity is responsible for acquiring any necessary Right-of-Way for construction and providing Right-of-Way plans for said locations. DOTD to review plans.
Services	Yes	No	
Acquisition and Relocation	Yes	No	

Permits	No	Yes	Entity is responsible for providing information for culvert crossings at 5 locations on US 61.
Utility (Clearance/Permits/Relocation)	No	Yes	Entity is responsible for providing necessary information on effected utilities to DOTD for clearance/permits/relocation.
Construction	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Construction Engineering Administration and Inspection	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Construction Engineering Testing	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table¹ Roadway Control Section 007-03			
Method of Payment	Disbursement		
	Percentage Funded By Entity ²	Percentage Funded By DOTD ³	Percentage Funded By FHWA ³
Environmental Process	0%	100%	0%
Pre-Construction Engineering	100% (Drainage)	100% (Roadway)	0%
Rights-of-Way	100% (Drainage)	0%	0%
Services	100% (Drainage)	0%	0%
Acquisition and Relocation	100% (Drainage)	0%	0%
Utility (Clearance/Permits/Relocation) ⁴	20% (Drainage)	20% (Roadway)	80% FHWA (Roadway) w/ STP>200K per TIP; 80% FHWA (Drainage) w/ STP>200K per TIP.
Construction	20% (Drainage) Match & 100% (Drainage) over max funding amount in TIP.	20% (Roadway)	80% FHWA (Roadway) w/ STP>200K per TIP; 80% FHWA (Drainage) w/ STP>200K per TIP (Local Funds to be used as Match).
Construction Engineering and Inspection	0%	100% (Roadway & Drainage)	0%
Construction Engineering Testing	0%	100% (Roadway & Drainage)	0%
Non-Infrastructure Enhancements	100%	0%	0%

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.

If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.

³*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*

⁴*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay 1.2 times this amount for the construction contract to be held in reserve for change orders and claims $\{(\text{matching funds} + \text{DOTD services}) \times 1.2\}$. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a

Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication “A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS.” The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the

official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT

assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this

methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

(1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have

representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

Original Entity/State Agreement
S.P. No. H.000320
F.A.P. No. H000320
US 61: RR Overpass – LA50
St. Charles Parish
Page 23 of 24

ARTICLE XXIII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

Original Entity/State Agreement
S.P. No. H.000320
F.A.P. No. H000320
US 61: RR Overpass – LA50
St. Charles Parish
Page 24 of 24

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
St. Charles Parish

BY: _____

Larry Cochran
Typed or Printed Name

Parish President
Title

Taxpayer Identification Number

07-944-8924

DUNS Number

20.205

CFDA Number

WITNESSES:

**New Orleans Regional Planning
Commission**

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____



LARRY COCHRAN
PARISH PRESIDENT

CLAYTON FAUCHEUX
DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

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

Website: www.stcharlesparish-la.gov

July 19, 2017

TO: Tiffany K. Clark
Council Secretary

FROM: Clayton "Snookie" Faucheux
Director of Public Work/Wastewater

**SUBJECT: Agreement with the State of Louisiana
Department of Transportation and Development
US 61: RR Overpass – LA 50**

Please introduce an Ordinance for the referenced subject at the next Council Meeting, which is Monday, July 31, 2017. Thank you for your usual cooperation.

CF: red

Attachments



Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1025 Fax: 225-379-1857

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

July 18, 2017

Mr. Larry Cochran, President
St. Charles Parish
15045 River Road
Hahnville, LA 70057

Re: Original Agreement
State Project No. H.000320
Federal Project No. H000320
US 61: RR Overpass – LA 50
St. Charles Parish



Dear Mr. Cochran:

Transmitted herewith are three copies of the proposed document between the Department of Transportation and Development (DOTD), St. Charles Parish, and New Orleans Regional Planning Commission.

Please have the documents signed and witnessed in the appropriate places and send all signed originals to the following address for their signatures. The mailing address is:

Mr. Walter R. Brooks, Executive Director
New Orleans Regional Planning Commission
10 Veterans Memorial Blvd.
New Orleans, LA 70124-1162

Once contracts are signed and witnessed, please return all signed copies to this office, Attention Susan Williams in Room 407A, undated. If you have any questions or comments, please contact Susan B. Williams at (225) 379-1431 or email at susan.williams@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of St. Charles Parish.

Sincerely,

Darlene Major
Consultant Contract Services Administrator

DM: sw
Attachments
pc: Mr. Corey Gaudet



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 #: 2017-0249 **Version:** 1 **Name:** Approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 19-7 for the Sunset Drainage District Levee

Type: Ordinance **Status:** Public Hearing

File created: 7/31/2017 **In control:** Parish Council

On agenda: 8/14/2017 **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 19-7 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

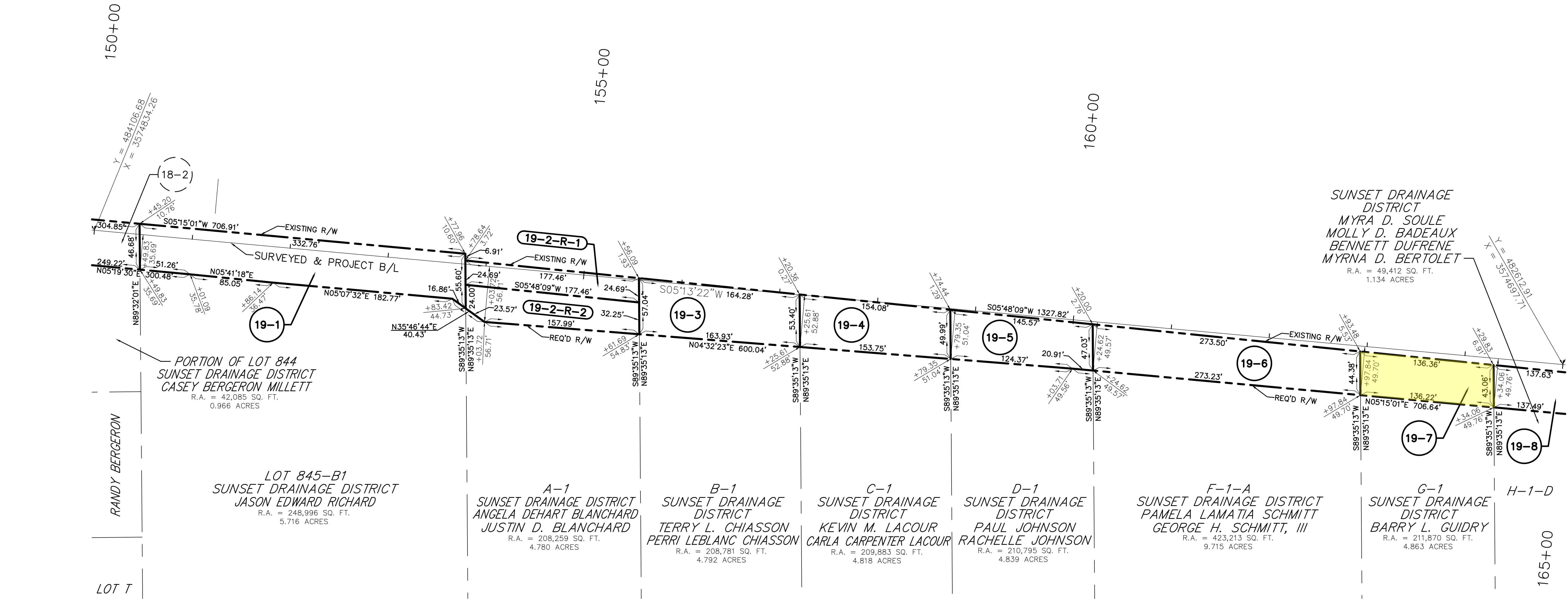
Indexes:

Code sections:

Attachments: [2017-0249 L1553 WO2206_RSC_ROW_Revised Page 19](#)

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/31/2017	1	Parish President	Introduced	

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



LEGEND

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

19-8	MYRA D. SOULE, MOLLY D. BADEAUX, BENNETT DUFRENE & MYRNA D. BERTOLET	C.O.B. 710	PG. 103	ENTRY NO. 340604	0.133 AC.	SERVITUDE
19-7	BARRY L. GUIDRY	C.O.B. 607	PG. 403	ENTRY NO. 270408	0.136 AC.	SERVITUDE
19-6	PAMELA LAMATIA SCHMITT & GEORGE H. SCHMITT, III	C.O.B. 492	PG. 582	ENTRY NO. 192860	0.285 AC.	SERVITUDE
19-5	PAUL JOHNSON & RACHELLE JOHNSON	C.O.B. 720	PG. 623	ENTRY NO. 346706	0.161 AC.	SERVITUDE
19-4	KEVIN M. LACOUR & CARLA CARPENTER LACOUR	C.O.B. 481	PG. 464	ENTRY NO. 185077	0.182 AC.	SERVITUDE
19-3	TERRY L. CHIASSON & PERRI LEBLANC CHIASSON	C.O.B. 475	PG. 126	ENTRY NO. 181339	0.207 AC.	SERVITUDE
19-2-R-2	ANGELA DEHART BLANCHARD & JUSTIN D. BLANCHARD	C.O.B. 734	PG. 709	ENTRY NO. 355572	0.136 AC.	SERVITUDE
19-2-R-1	ANGELA DEHART BLANCHARD & JUSTIN D. BLANCHARD	C.O.B. 734	PG. 709	ENTRY NO. 355572	0.100 AC.	FEE
19-1	JASON EDWARD RICHARD	C.O.B. 671	PG. 484	ENTRY NO. 319456	0.359 AC.	SERVITUDE
PARCEL	OWNER	ACQUISITION		AREA	ESTATE TYPE	

ELEVATIONS OR COORDINATES BASED ON:
DESIGNATION: BAO1 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).

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.

08/04/16	REVISED PARCEL 19-2 INTO PARCEL 19-2-R-1 & PARCEL 19-2-R-2	TPT
DATE	DESCRIPTION	BY
	REVISIONS	

SUNSET DRAINAGE DISTRICT
MYRA D. SOULE
MOLLY D. BADEAUX
BENNETT DUFRENE
MYRNA D. BERTOLET
R.A. = 49,412 SQ. FT.
1.134 ACRES

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

LOT 845-B1
SUNSET DRAINAGE DISTRICT
JASON EDWARD RICHARD
R.A. = 248,996 SQ. FT.
5.716 ACRES

A-1
SUNSET DRAINAGE DISTRICT
ANGELA DEHART BLANCHARD
JUSTIN D. BLANCHARD
R.A. = 208,259 SQ. FT.
4.780 ACRES

B-1
SUNSET DRAINAGE DISTRICT
TERRY L. CHIASSON
PERRI LEBLANC CHIASSON
R.A. = 208,781 SQ. FT.
4.792 ACRES

C-1
SUNSET DRAINAGE DISTRICT
KEVIN M. LACOUR
CARLA CARPENTER LACOUR
R.A. = 209,883 SQ. FT.
4.818 ACRES

D-1
SUNSET DRAINAGE DISTRICT
PAUL JOHNSON
RACHELLE JOHNSON
R.A. = 210,795 SQ. FT.
4.839 ACRES

F-1-A
SUNSET DRAINAGE DISTRICT
PAMELA LAMATIA SCHMITT
GEORGE H. SCHMITT, III
R.A. = 423,213 SQ. FT.
9.715 ACRES

G-1
SUNSET DRAINAGE DISTRICT
BARRY L. GUIDRY
R.A. = 211,870 SQ. FT.
4.863 ACRES

H-1-D



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)

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

DATE: 10/6/2015 100%
DRAWN BY: T.P.T.
COMPUTED BY: S.P.F.

SCALE: 1" = 50'
SHEET NO. 19



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 #:	2017-0250	Version:	1	Name:	Support authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A 578 Pine Street, Norco
Type:	Resolution	Status:			In Council - Resolutions
File created:	8/14/2017	In control:			Parish Council
On agenda:	8/14/2017	Final action:			
Enactment date:		Yes			
Title:	A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A 578 Pine Street, Norco as requested by John Hamilton.				
Sponsors:	Lawrence 'Larry' Cochran, Department of Planning & Zoning				
Indexes:					
Code sections:					
Attachments:	2017-0250 Recommendation at a Glance (2) 2017-0250 08.03.17 Minutes John C. Hamilton 2017-0250 PZSPU-2017-03 LUR 2017-0250 PZSPU 2017-03 Aerial 2017-0250 PZSPU 2017-03 FLUM 2017-0250 PZSPU 2017-03 Zoning 2017-0250 Entire Rear Yard Pic 2017-0250 2017-0250 Front Yard Pic 2017-0250 PZSPU 2017-03 Site Plan				

Date	Ver.	Action By	Action	Result
8/14/2017	1	Parish President	Introduced	
8/3/2017	1	Planning Commission	Recommended Approval	
8/3/2017	1	Department of Planning & Zoning	Recommended Approval	
6/29/2017	1	Department of Planning & Zoning	Received/Assigned PH	

RECOMMENDATIONS AT A GLANCE

PZSPU-2017-03 requested by John C. Hamilton for a special permit for an accessory dwelling unit at Lot 629, Blk. 3, Unit 2, Hiland Park Subd. 578 Pine Street, Norco. Zoning District R-1A. Council District 6.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Commissioner Booth: The August 3rd meeting of the Planning Commission is called to order. As a tradition with our meetings we'll stand for a moment of silence followed by the Pledge of Allegiance to the flag. Thank you and be seated.

The first item on our agenda tonight is PZSPU-2017-03 requested by John C. Hamilton for a special permit for an accessory dwelling unit at Lot 629, Blk. 3, Unit 2, Hiland Park Subd. 578 Pine Street, Norco. Zoning District R-1A. Council District 6. Yes sir.

Mr. Romano: Thank you and good evening. The applicants are requesting a special permit use, they want to convert a carport/garage into an expanded carport and an accessory dwelling unit. They are located at the corner of 6th St. and Pine. The ADU will be 468 sq. ft. It will consist of a bedroom, living room, kitchen, bathroom and an 81 sq. ft. storage room with a door to an expanded carport. The special permit us criteria, there are 6 evaluation criteria and the application meets the majority of them.

1. *Compliance with the current St. Charles Parish Comprehensive Plan.* The request meets the current Plan 2030 designation of “*Low-Density Residential.*” An accessory dwelling unit is an allowable land use in the Comp Plan under this category, so approval of the Special Permit would comply.

2. *Compatibility with existing uses on abutting sites in terms of site development, hours, and transportation features related to safety and convenience of vehicular and pedestrian circulation.* Approving the request would allow two dwelling units on one lot in a neighborhood where the predominant use is single-family—or one dwelling unit per lot. The supplemental use regulations are designed to ensure that an ADU is subordinate to the primary structure. While the proposal capitalizes on the existing conditions to meet the supplemental regulation, the result is that the primary structure and ADU will be served by individual driveways. This will likely reduce the potential for parking congestion.

3. *Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.* In addition to the minimum 2 parking spots for residences, 1 parking spot is required for ADU's. With each parking spot required to measure at least 9 x 19 ft., a total of 9 x 57 ft. (513 sq. ft.) would be required in order to meet the 2 required parking spaces for the main house and the 1 additional for the ADU. The site has a carport accessed from Sixth Street that totals 364 square feet. This is wide enough for at least 2 vehicles. There is also a 10 x 24 foot driveway from Pine Street to the residential structure. At 240 square feet, it is long enough for at least 1 vehicle. So there is enough square feet on the site for at least 3 vehicles.

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.* This will be met through the Department's site plan review as the Department does not approve site plans if adequate protections of persons and property from the stated impacts are not adequately addressed.

5. *Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.* The site can be designed to meet the requirements for an ADU, and an ADU on this site is not likely to negatively impact the neighborhood. However, converting an existing accessory structure to livable area requires a building permit and must meet building codes, including base flood elevation.

6. *A site development plan shall be required as part of the application process.*

- a. *Required yards and open space.* The site plan shows that the ADU will meet the rear setback/yard requirements of 5 feet for side and rear for a detached structure.
- b. *Ingress and egress to property; and,*
- c. *Parking and loading areas.* The aforementioned expanded carport and two driveways will accommodate the required 3 parking spaces.
- d. *Location of garbage facilities.* Not applicable.
- e. *Landscaping, buffering, and screening.* Not applicable.
- f. *Signage.* Not applicable.

- g. *Height and bulk of structures.* The proposed site plan shows the ADU will be less than the maximum 1,200 square feet in area.
- h. *Location and direction of site lighting.* Site lighting will be required to be directed into the site and avoid any impact on neighboring properties.

During review, the applicant was notified that future conversion of the carport as an expanded living area (if being considered) will be an issue because there is no proof that the carport was built to residential building code standards. The Department advised the applicant that for this reason, approval of the carport expanded into additional living area will not be approved.

So the recommendation that we gave to this report is for approval contingent upon the following conditions being met and complied with in perpetuity on the site. The expanded carport cannot be converted into livable space without meeting residential building codes.

Commissioner Booth: Thank you Mr. Romano. This is a public hearing for PZSPU-2017-03, Mr. Hamilton wanting this accessory dwelling unit. Anyone here to speak for or against this particular issue? You have any comments Mr. Hamilton? Step to the microphone and state your name and address for the record please.

I'm John Clark Hamilton. I live at 578 Pine Street. I've lived there since, it's been my home of record since the early '60's. My parents lived there before me. I'm in my 70's now and I'm thinking about my future and possibly moving into this additional dwelling unit and hopefully one of my three children will take over the house and things will proceed. I'm not sure what will happen in the future but that's what I'm working towards.

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

Commissioner Frangella: Mr. Hamilton you do understand that if it doesn't pass or it's not to building code then you would have to upgrade to that?

Mr. Hamilton: Well I've talked to the guy that does the elevation and to me if the elevation wasn't right that would be too much of a problem but I think I would be able.

Commissioner Frangella: There's also construction.

Mr. Romano: Yes the garage meets elevation, that's not an issue right now.

Mr. Hamilton: I'm the one that made the garage and I screwed it all together and I feel that I would be able to convert or change anything that needed to be changed.

Commissioner Frangella: The other thing with unattached, the carport or the walkway area, is that attached between the house and the building?

Mr. Hamilton: No there's a distance between the garage and the house, it's not attached.

Commissioner Frangella: No I'm just talking about the covering that's there, does that matter?

Mr. Romano: You can actually have a covered walkway I think it's up to 8 ft. wide you just can't wall it in. That is allowable and the code does allow that.

Commissioner Frangella: Ok. Thank you.

Commissioner Booth: Thank you sir. Any other comments or questions? As we call for the vote, it will be approved on the contingency that the expanded carport cannot be converted into livable space without meeting residential building codes. Cast your vote.

YEAS: Gordon, Petit, Granier, Booth, Frangella, Galliano
NAYS: None
ABSENT: Richard

Commissioner Booth: That passes unanimous. Mr. Hamilton on August the 14th in this room the Council will hear this same thing, you need to come speak with them for final approval. Thank you sir.

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

LAND USE REPORT
CASE NUMBER: PZSPU 2017-03

GENERAL APPLICATION INFORMATION

- | | |
|--|---|
| <p>◆ Name/Address of Applicant
 John C Hamilton
 578 Pine Street
 Norco, LA 70379
 985.722.5265</p> | <p>Application Date: 6/29/17</p> |
| <p>◆ Location of Site
 578 Pine Street, Norco</p> | |
| <p>◆ Requested Action
 Special Permit Use for Accessory Dwelling Unit in R-1A.</p> | |

SITE – SPECIFIC INFORMATION

- ◆ **Size of Parcel**
Approximately 6,598 square feet.
- ◆ **Current Zoning and Land Use**
The lot is zoned R-1A zoning and developed with a house and detached garage.
- ◆ **Surrounding Zoning and Land Uses**
The property is surrounded R-1 zoning developed with single-family houses at medium density.
- ◆ **Plan 2030 Recommendation**
Low Density Residential: (from 4 up to 8 dwellings per gross acre). This category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small platted lots zoned R-1AM. Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.
- ◆ **Traffic Access & Parking**
The property is a corner lot with 67.33 feet of on Pine Street and 98 feet of on Sixth Street. The property is developed with two driveways, one to each street. Up to four cars could be parked on the property.

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance,
Section III. Definitions.

Accessory dwelling unit: A secondary dwelling unit established in conjunction with and clearly subordinate to a primary dwelling unit, whether a part of the same structure as the primary dwelling unit or a detached dwelling unit on the same lot.

Section VI. Zoning District Criteria.

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

1. c. Special permit uses and structures included the following:

(8) Accessory Dwelling Units upon approval by the Planning Commission and supporting resolution of the Council.

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

Section VII. Supplemental Use and Performance Regulations.

1. The following uses are subject to the regulations set forth herein:
Accessory Buildings
 Residential accessory buildings are allowed only in the side and rear yards.
 - a. An accessory building may be connected to the principal building via an unenclosed breezeway not exceeding eight (8) feet in width.
 - b. Accessory buildings must be three (3) feet from the principal building, measured from any existing overhangs (not including breezeways).
 - c. The following shall not be permitted as accessory buildings in residential zones: storage containers, cargo containers, ship to shore containers or any form of a modified delivery type container which is normally mounted or transferred on a vehicle or is designed for or capable of being mounted on a chassis for movement.

- Accessory Dwelling Units*
- a. *Purpose* – to offer a wider range of housing options within residential zoning districts.
 - b. *Design and Development Standards for all Accessory Dwelling Units (ADU).*
 - There shall be no more than one ADU permitted per lot.
 - No ADU will be permitted without a primary building.
 - An ADU may consist of part or all of a detached accessory structure or it may consist of a portion of the primary structure.
 - There shall not be more than one bedroom in an ADU.
 - An ADU shall use the electrical service of the primary structure.
 - The owner of the property on which the ADU is to be created shall occupy the primary dwelling unit.
 - Setbacks for ADUs developed as part of the principal structure are the same as the underlying zoning district.
 - Setbacks for ADUs developed as detached structures shall meet the setbacks for accessory structures for the underlying zoning district.
 - The floor area of the ADU is limited to fifty percent of the floor area of the primary dwelling unit, not to exceed 1,200 square feet.
 - ADUs require one off-street parking space in addition to the parking requirements of the underlying zoning district.

ANALYSIS

This applicant is requesting a special permit to convert an existing garage into an accessory dwelling unit (ADU). The site plan indicates living area of the ADU will be 468 square feet and will consist of a bedroom, living room, kitchen, bathroom, and an 81 square foot storage room with a door to an expanded carport. The site plan shows that the proposed addition would meet the Supplemental Use and Performance Standards.

The Planning Department generally recommends approval of a Special Permit when it meets a majority of the six evaluation criteria. ***This application meets a majority of the criteria.***

1. *Compliance with the current St. Charles Parish Comprehensive Plan.* The request meets the current Plan 2030 designation of “*Low-Density Residential.*” An accessory dwelling unit is an allowable land use in the Comp Plan under this category, so approval of the Special Permit would comply.
2. *Compatibility with existing uses on abutting sites in terms of site development, hours, and transportation features related to safety and convenience of vehicular and pedestrian circulation.* Approving the request would allow two dwelling units on one lot in a

neighborhood where the predominant use is single-family—or one dwelling unit per lot. The supplemental use regulations are designed to ensure that an ADU is subordinate to the primary structure. While the proposal capitalizes on the existing conditions to meet the supplemental regulation, the result is that the primary structure and ADU will be served by individual driveways. This will likely reduce the potential for parking congestion.

3. *Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.* In addition to the minimum 2 parking spots for residences, 1 parking spot is required for ADU's. With each parking spot required to measure at least 9 x 19 ft., a total of 9 x 57 ft. (513 sq. ft.) would be required in order to meet the 2 required parking spaces for the main house and the 1 additional for the ADU. The site has a carport accessed from Sixth Street that totals 364 square feet. This is wide enough for at least 2 vehicles. There is also a 10 x 24 foot driveway from Pine Street to the residential structure. At 240 square feet, it is long enough for at least 1 vehicle. So there is enough square feet on the site for at least 3 vehicles.

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.* This will be met through the Department's site plan review as the Department does not approve site plans if adequate protections of persons and property from the stated impacts are not adequately addressed.

5. *Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.* The site can be designed to meet the requirements for an ADU, and an ADU on this site is not likely to negatively impact the neighborhood. However, converting an existing accessory structure to livable area requires a building permit and must meet building codes, including base flood elevation.

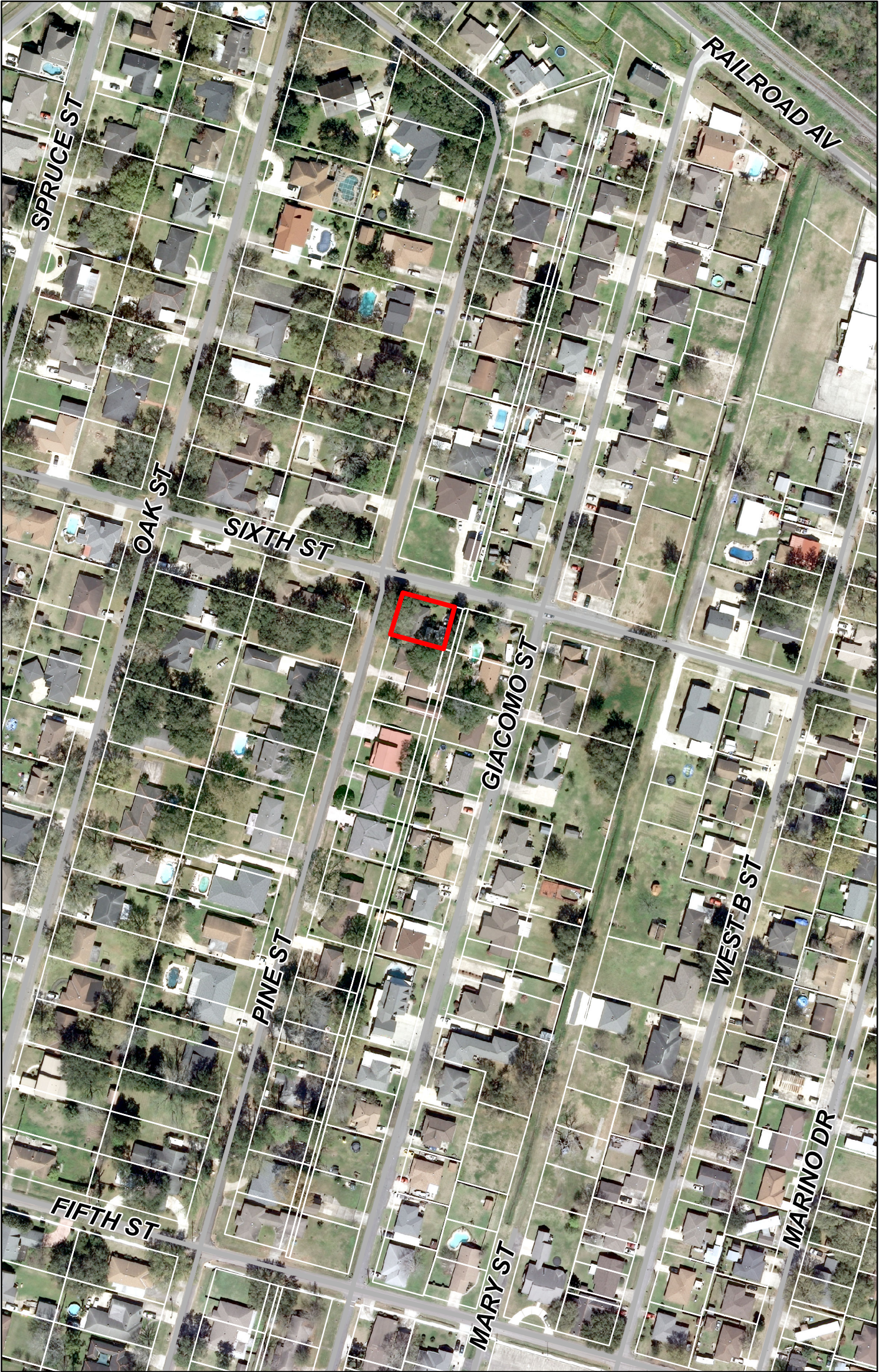
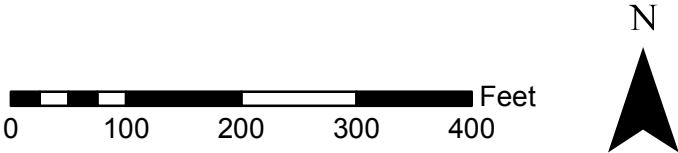
6. *A site development plan shall be required as part of the application process.*

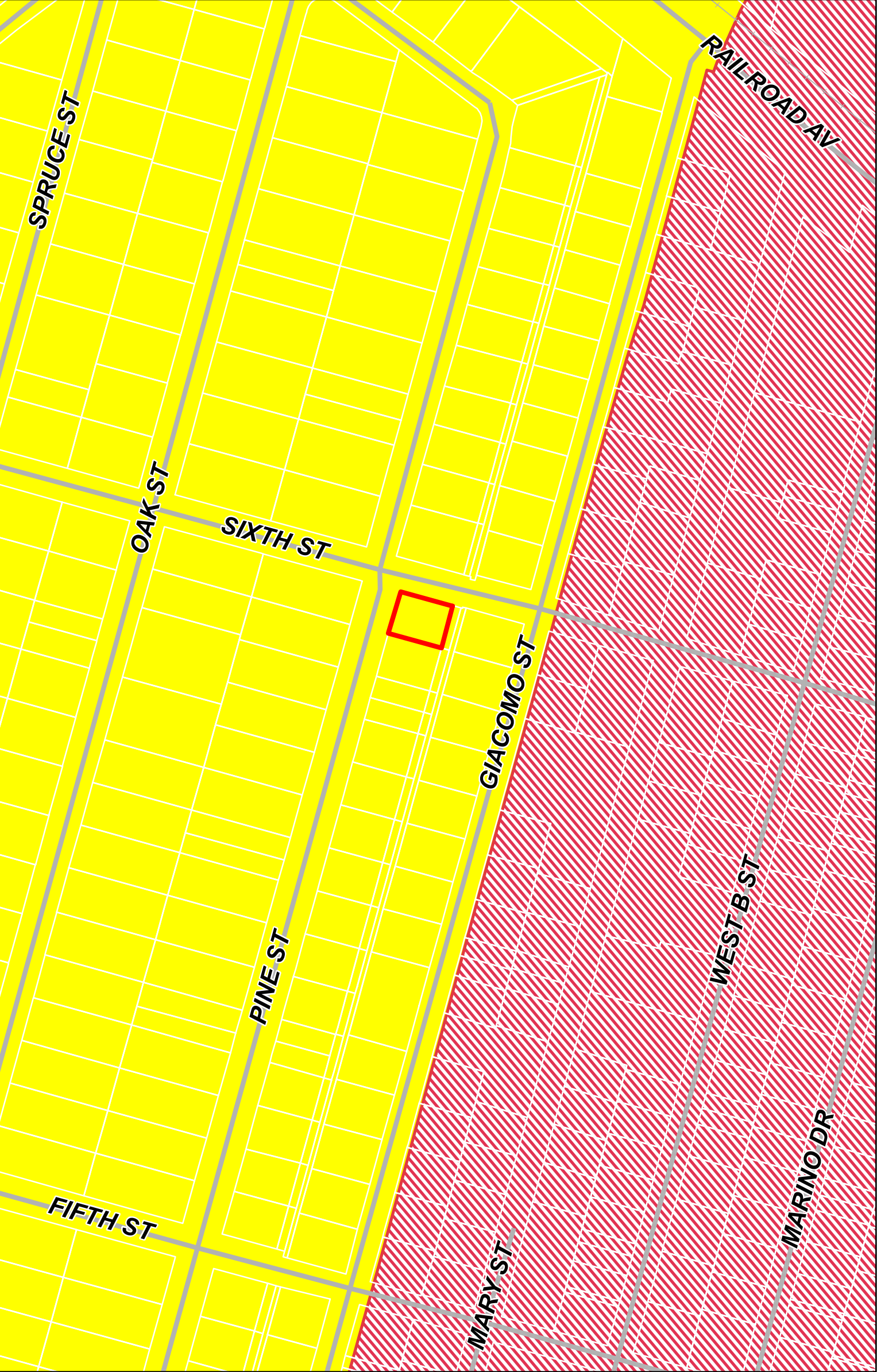
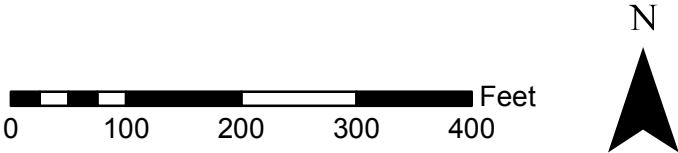
- a. *Required yards and open space.* The site plan shows that the ADU will meet the rear setback/yard requirements of 5 feet for side and rear for a detached structure.
- b. *Ingress and egress to property; and,*
- c. *Parking and loading areas.* The aforementioned expanded carport and two driveways will accommodate the required 3 parking spaces.
- d. *Location of garbage facilities.* Not applicable.
- e. *Landscaping, buffering, and screening.* Not applicable.
- f. *Signage.* Not applicable.
- g. *Height and bulk of structures.* The proposed site plan shows the ADU will be less than the maximum 1,200 square feet in area.
- h. *Location and direction of site lighting.* Site lighting will be required to be directed into the site and avoid any impact on neighboring properties.

During review, the applicant was notified that future conversion of the carport as an expanded living area (if being considered) will be an issue because there is no proof that the carport was built to residential building code standards. The Department advised the applicant that for this reason, approval of the carport expanded into additional living area will not be approved.

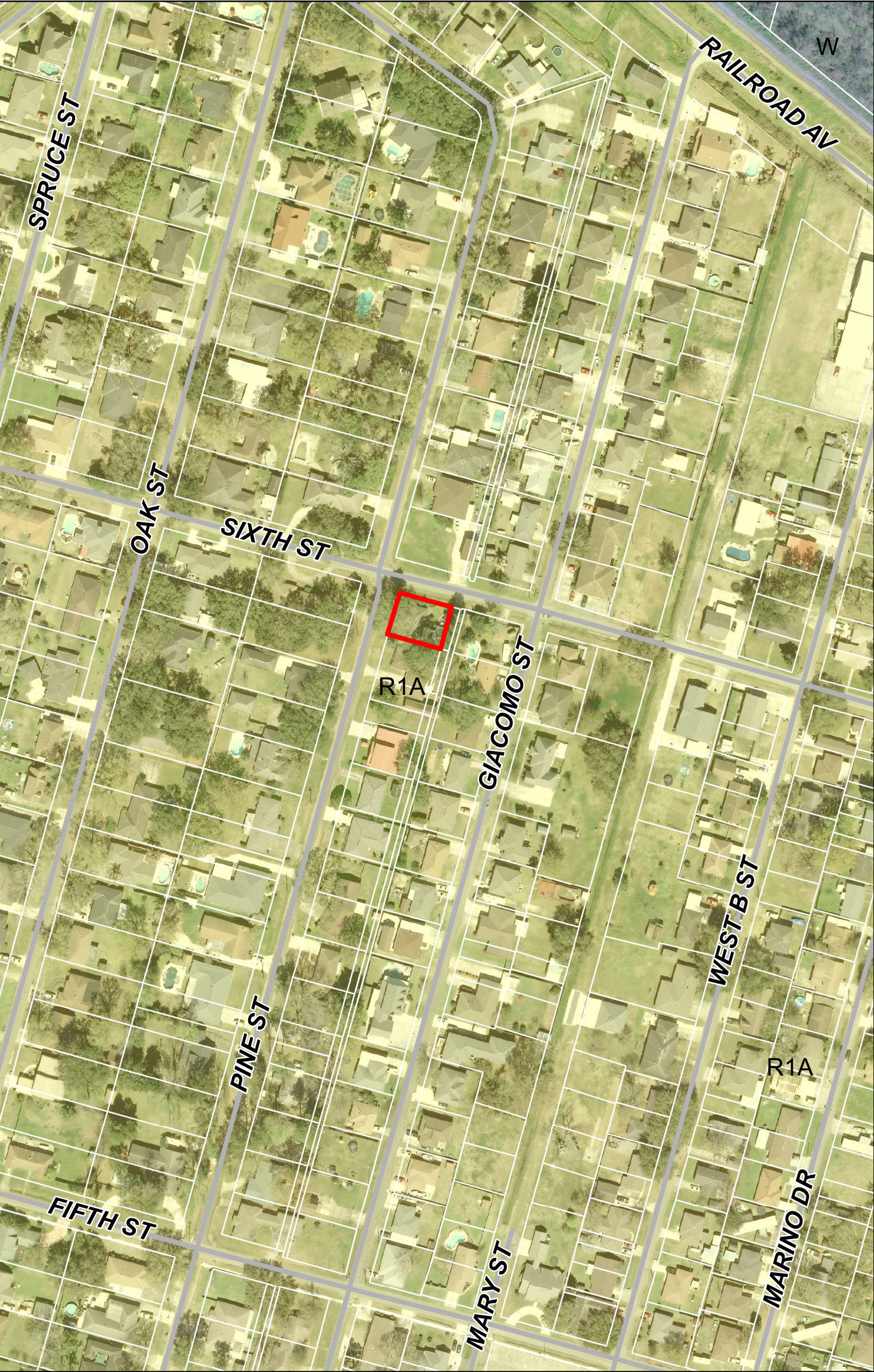
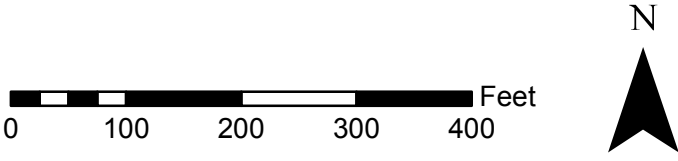
DEPARTMENTAL RECOMMENDATION

Approval of the Special Permit Use contingent upon the following condition being met and complied with in perpetuity on the site: the expanded carport cannot be converted into livable space without meeting residential building codes.





PZSPU-2017-03
Requested by: John Hamilton
Accessory Dwelling Unit

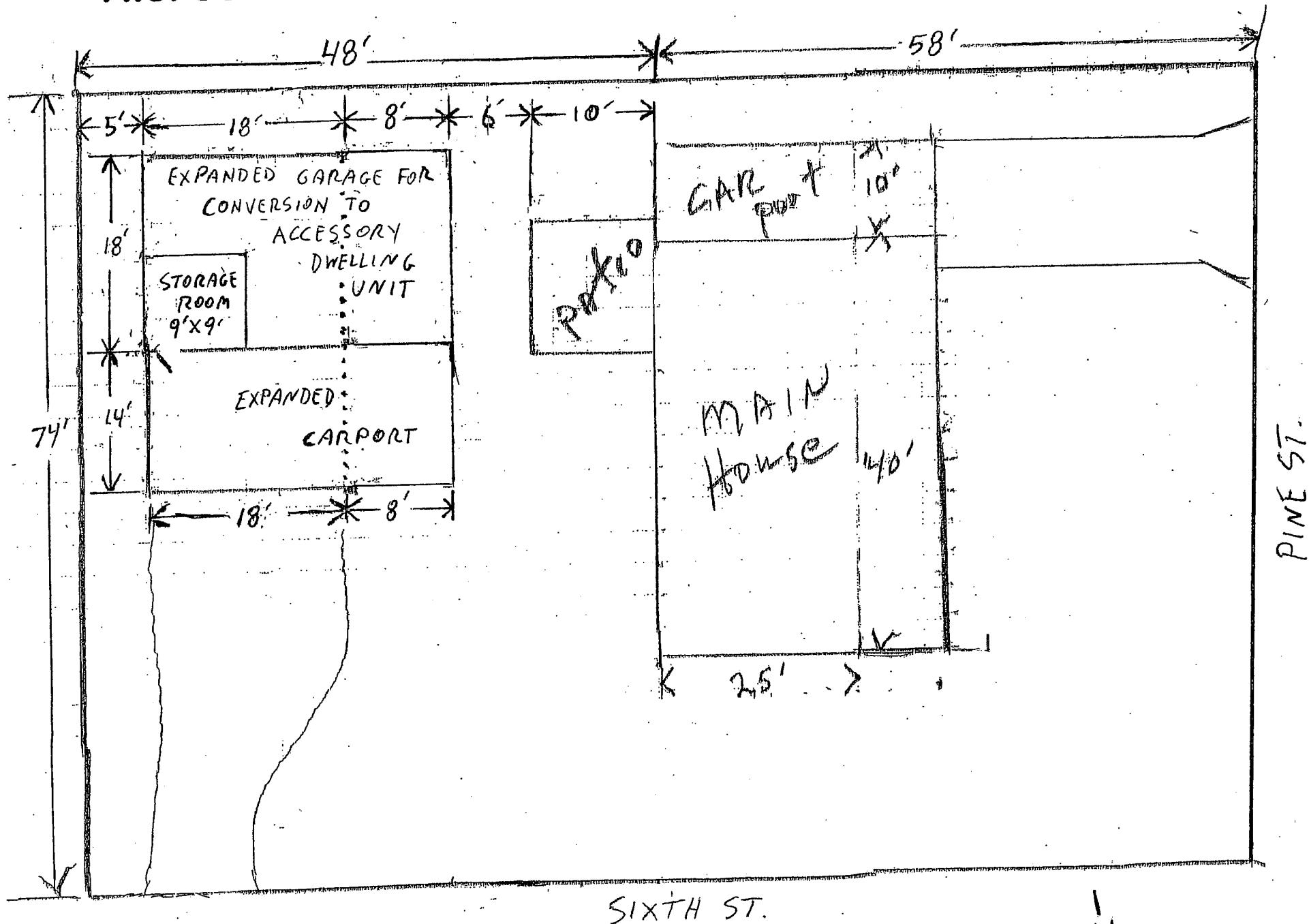




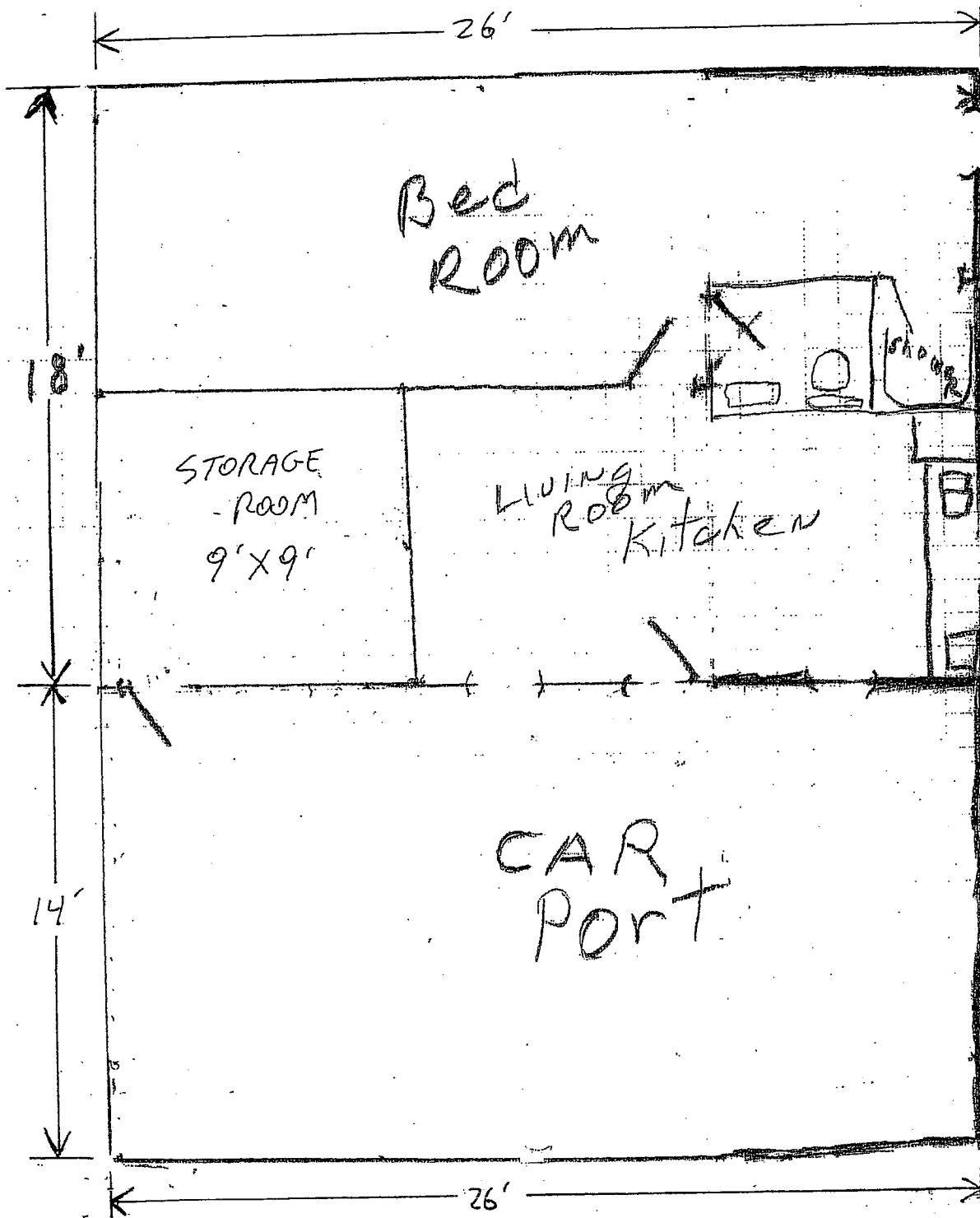


PROPOSED

= 3'



FLOOR PLAN



1' = 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

Legislation Details

File #: 2017-0242 **Version:** 1 **Name:** Appoint a member to the Library Service District Board of Control as the District III Representative
Type: Appointment **Status:** In Council - Appointments
File created: 7/31/2017 **In control:** Parish Council
On agenda: 7/31/2017 **Final action:**
Enactment date: Yes

Title: A resolution to appoint a member to the Library Service District Board of Control as the District III Representative.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/31/2017	1	Parish Council		
7/21/2014	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 #: 2017-0253 **Version:** 1 **Name:** Appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Firemen's Association

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

File created: 8/14/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: A resolution to appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Firemen's Association.

Sponsors:

Indexes:

Code sections:

Attachments: [2017-0253 E-911 Board Of Commissioners Letter](#)

Date	Ver.	Action By	Action	Result
7/14/2017	1	Parish Council	Correspondence Received	
8/5/2013	1	Parish Council	Enacted Legislation	



ST. CHARLES PARISH FIREMEN'S ASSOCIATION

**P.O. BOX 733
HAHNVILLE, LA 70057**



Ms. Tiffany Clark
Council Secretary
P.O. Box 302
Hahnville, LA 70057

RE: Fire Representative for the 911 Board

Dear Ms. Clark:

At the July 13, 2017 Regular Scheduled Meeting of the St. Charles Parish Firemen's Association, Mr. Johnny Bourgeois was elected to replace Mr. Reginald Gaubert's spot as the fire service representative on the 911 board for the next four years.

Mr. Johnny Bourgeois (from St. Rose Fire Department)
cell phone# 504-912-3337
Email Address: JBourgeoisrvfd@yahoo.com

Please submit his name to council for approval.

If you need any further information, please let me know

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Gaubert Landry".

Dawn Gaubert Landry
Secretary/Treasurer SCPFA
504-782-9815 (Cell)
HvfdTreasurer@Gmail.com



St. Charles Parish

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Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
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Legislation Details

File #: 2017-0256 **Version:** 1 **Name:** Accept resignation of Councilwoman Traci A. Fletcher - Council Ex-Officio - Board of Directors of the Arc of St. Charles

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

File created: 8/14/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: Accept resignation of Councilwoman Traci A. Fletcher - Council Ex-Officio - Board of Directors of the Arc of St. Charles

Sponsors:

Indexes:

Code sections:

Attachments: [2017-0256 ARC Resignation Memo](#)

Date	Ver.	Action By	Action	Result
8/4/2017	1	Council Member(s)	Resigned	
5/16/2016	1	Parish Council	Motion	



ST. CHARLES PARISH

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

P.O. BOX 302 • HAHNVILLE, LA 70057

(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

MEMORANDUM

DATE: AUGUST 3, 2017

TO: PARISH COUNCIL

FROM: TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

Due to time constraints, I regretfully have to resign from the ARC of St. Charles Board. Please let this memo serve as my official resignation as the St. Charles Parish Council Ex-Officio representative to the ARC of St. Charles Board effective August 4, 2017. Thank you for the opportunity to serve on this board and to serve the residents of the parish. In the future, if I can be of assistance, please do not hesitate to contact me.

TAF/TKC:nb

cc: ARC Board of Directors



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 #: 2017-0257 **Version:** 1 **Name:** Council Ex-Officio Appointment to the Board of Directors of the Arc of St. Charles

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

File created: 8/14/2017 **In control:** Parish Council

On agenda: 8/14/2017 **Final action:**

Enactment date: **Yes**

Title: Council Ex-Officio Appointment to the Board of Directors of the Arc of St. Charles.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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