



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Dick Gibbs**

**Councilmembers Wendy Benedetto, Paul J. Hogan,  
Terrell D. Wilson, Mary K. Clulee, 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](http://www.stcharlesparish-la.gov)

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**Monday, November 5, 2018**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

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### CALL TO ORDER

### PRAYER / PLEDGE

*Reverend Isiah Franklin, Jr.  
Mt. Zion Baptist Church, St. Rose*

### APPROVAL OF MINUTES

*Regular Meeting – October 1, 2018  
Regular Meeting – October 15, 2018*

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

- 1     [2018-0296](#)     In Recognition: Mallory Lea Dardar, Festival of Charities Miss Queen XII  
  
      Sponsors:     Mr. Wilson  
  
      Attachments:     [2018-0296 Mallory Dardar](#)
  
- 2     [2018-0297](#)     In Recognition: Emily Elizabeth Loupe, Festival of Charities Teen Miss Queen XII  
  
      Sponsors:     Ms. Benedetto  
  
      Attachments:     [2018-0297 Emily Loupe](#)
  
- 3     [2018-0298](#)     In Recognition: Emma Lee Loper, Festival of Charities Junior Miss Queen XII  
  
      Sponsors:     Ms. Bellock  
  
      Attachments:     [2018-0298 Emma Loper](#)
  
- 4     [2018-0299](#)     In Recognition: Alysia "Lecy" Marie Cazalot, Festival of Charities Butterfly Queen Ambassador  
  
      Sponsors:     Mr. Gibbs  
  
      Attachments:     [2018-0299 Lecy Cazalot](#)

- 5      [2018-0300](#)      Proclamation: "Norco Christmas Parade Day"

**Sponsors:**      Ms. Fletcher

**Attachments:**      [2018-0300 Norco Christmas Parade](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2018-0307](#)      South Louisiana Port Commission

[2018-0308](#)      Hospital Service District

[2018-0309](#)      Lafourche Basin Levee District Commissioner Eric Matherne - Upper Barataria Risk Reduction Update

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, November 26, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 6      [2018-0295](#)      An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Planning & Zoning Building Project #CD 2512 to increase the contract amount by \$9,850.00 and increase the contract time by five days.

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

**Attachments:**      [2018-0295 Change Order](#)

- 9      [2018-0301](#)      An ordinance to approve and authorize the execution of a professional service contract with SHREAD-KUYRKENDALL & ASSOCIATES, INC. for providing certain preliminary engineering services for the proposed Des Allemands Bulkhead project. (Parish Project Number P180801).

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

**Attachments:**      [2018-0301 Contract Shread Kuyrkendall Des Allemands Preliminary Engin](#)

[2018-0301 Shread Kuyrkendall Proposal 101818](#)

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

- 18     [2018-0292](#)     An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

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

**Attachments:**     [2018-0292 Ellington Contract](#)  
                              [2018-0292 Bid Tabulation - Ellington DPS](#)  
                              [2018-0292 Introduction of Ordinance for Ellington Drainage Pump Station.pdf](#)

**Legislative History**

10/15/18     Parish President     Introduced

10/15/18     Parish Council     Publish/Scheduled for Public Hearing to the Parish Council

- 26     [2018-0293](#)     An ordinance to approve and authorize the Parish President to acquire a 0.0148 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S - R9E in St. Rose, now or formerly owned by Tri-Logistics Construction L.L.C., which property is more particularly described in the attached "Temporary Construction Servitude" document.

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

**Attachments:**     [2018-0293 Parcel 3-1 - Temporary Construction Servitude Tri-Logistics - DRAF](#)  
                              [2018-0293 Tri-Logistics Certificate of Authority](#)  
                              [2018-0293 Revised Parcel 3-1 - Temporary Construction Servitude Tri-Logistics](#)

*Revised Version of Temporary Construction Servitude – Page 36*

**Legislative History**

10/15/18     Parish President     Introduced

10/15/18     Parish Council     Publish/Scheduled for Public Hearing to the Parish Council

- 43**    [2018-0294](#)    An ordinance to approve and authorize the execution of a professional service contract with ELOS Environmental, LLC, to provide as-needed environmental services for miscellaneous projects in St. Charles Parish.

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

**Attachments:**    [2018-0294 ELOS Environmental Contract](#)  
[2018-0294 ELOS Standard Rate Sheet](#)  
[2018-0294 Additional Info-Updated General Marketing Letter 9-27-2018 \(rev\)](#)

**Legislative History**

10/15/18	Parish President	Introduced
10/15/18	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## RESOLUTIONS

- 51**    [2018-0303](#)    A resolution authorizing the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

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

- 52**    [2018-0290](#)    A resolution providing supporting authorization to endorse the resubdivision of Lots D-1 and D-2 on Zeller Street with waivers from the required area and width as requested by Joshua Veillon, Lisa Fontenot & Sandra Robert, et als.

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

**Attachments:**    [2018-0290 Recommendation at a Glance \(2\)](#)  
[2018-0290 Minutes 08.02.18 Fontenot - Roberts](#)  
[2018-0290 LUR PZS 2018-34 \(Fontenot-Robert\)](#)  
[2018-0290 Survey](#)  
[2018-0290 AERIAL PZS-2018-34](#)  
[2018-0290 ZONING PZS-2018-34](#)  
[2018-0290 FLUM PZS-2018-34](#)  
[2018-0290 08.02.18 Approval letter](#)  
[2018-0290 20181008\\_Veillon endorsement](#)

**Legislative History**

7/12/18	Department of Planning & Zoning	Received/Assigned PH
8/2/18	Department of Planning & Zoning	Rcmnd'd Approval w/Stip. to the Planning Commission
	Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.	



8/2/18	Planning Commission	Rcmnd'd Approval w/Stip. to the Parish Council
		Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.
10/15/18	Parish President	Introduced
10/15/18	Parish Council	Motion Failed
		A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Clulee, to deviate from the regular order of the agenda to take up File No. 2018-0290; a matter not on the agenda.
		Public comment opened on the deviation; no public comment
		The motion to deviate failed to receive the required unanimous votes for passage by the following vote:
		YEAS: WILSON, CLULEE, GIBBS, WOODRUFF, FLETCHER, FISHER-PERRIER
		NAYS: HOGAN
		ABSENT: BENEDETTO, BELLOCK

**65     [2018-0302](#)**

A resolution providing supporting authorization to endorse the resubdivision of Lots 19, 20, 21, 22, 23, 24, Square 104, Ellington Plantation Subdivision, municipal address 208 Third Street, 510 Milling Street, and 512 Milling Street, with a waiver from the required width as requested by Bourgeois Family Trust and AAA Family Trust.

**Sponsors:**

Mr. Cochran and Department of Planning & Zoning

**Attachments:**

[2018-0302 Recommendation at a Glance \(Bourgeois AAA\)](#)

[2018-0302 Minutes 10.11.18 Bourgeois AAA](#)

[2018-0302 LUR PZS 2018-45 \(Bourgeois-AAA\)](#)

[2018-0302 Plat PZS-2018-45](#)

[2018-0302 PZS-2018-45 AERIAL](#)

[2018-0302 PZS-2018-45 ZONING](#)

[2018-0302 PZS-2018-45 FLUM](#)

**Legislative History**

8/17/18	Department of Planning & Zoning	Received/Assigned PH
10/11/18	Department of Planning & Zoning	Recommended Approval to the Planning Commission
10/11/18	Planning Commission	Recommended Approval to the Parish Council

75     [2016-0157](#)

A resolution calling for the creation of a Home Rule Charter Review Committee that is to review the St. Charles Parish Home Rule Charter and is to provide the Parish Council with recommendations on charter amendments that the Committee finds warranted for consideration by the Parish Council in order to provide for the betterment of the local governance of St. Charles Parish.

**Sponsors:**

Mr. Hogan

**Legislative History**

4/14/16     Legislative Committee     Discussed.

5/2/16     Council Member(s)     Introduced

5/2/16     Parish Council     to extend time an additional three minutes

Reported:

Councilman Hogan Recommended: Approval

Legal Services Director Robert Raymond spoke on the matter.

Public comment opened

Mr. Milton Allemand, Hahnville

5/2/16     Parish Council     Time Extended

5/2/16     Parish Council     Approved

Council Discussion

Councilman Hogan motioned to amend the proposed resolution to change "Home Rule Charter Commission" to read "Home Rule Charter Review Commission" throughout, and to amend the fifth "BE IT FURTHER RESOLVED Section" "... on or before May 27, 2016." to read "... on or before a date to be determined by the Parish Council and provided to the Commission."

Councilwoman Fisher-Perrier asked Mr. Raymond if the proposed changes by Councilman Hogan are significant.

Mr. Raymond said the changes are not significant. Mr. Raymond then suggested changing Home Rule Charter Review Commission to Home Rule Charter Review Committee.

Councilman Hogan amended his motion to amend the proposed resolution to change "Home Rule Charter Commission" to read "Home Rule Charter Review Committee" throughout, and to amend the fifth "BE IT FURTHER RESOLVED Section" "... on or before May 27, 2016." to read "... on or before a date to be determined by the Parish Council and provided to the Commission." Motion failed for lack of a second.

Further Council Discussion

5/2/16     Parish Council     Failed

10/2/17     Council Member(s)     Introduced

10/2/17	Parish Council	Postponed Indefinitely
	Public comment opened Mr. Milton Allemand, Hahnville Mr. Victor Buccola, Destrehan	
	Reported: Councilman Hogan Recommended: Approval	
	Council Discussion Legal Services Director Robert Raymond spoke on the matter.	
10/2/17	Parish Council	Postponed Indefinitely
11/13/17	Council Member(s)	Introduced
11/13/17	Parish Council	Postponed Indefinitely
	Public comment was not opened.	
	Councilman Gibbs motioned, seconded by Councilwoman Bellock, to Postpone Indefinitely File No. 2016-0157. Councilman Hogan called point of order, stating public hearing has to be held on all ordinances and resolutions that were scheduled and advertised for public hearing. Chairman Wilson questioned Legal Services Director Robert Raymond about satisfying any public hearing on an item in the Agenda. Councilwoman Fisher-Perrier questioned Mr. Raymond specifically if a proposed resolution is going to be postponed indefinitely is public hearing required to be satisfied on the proposed resolution. Legal Services Director Robert Raymond stated he does not think so. Councilman Hogan questioned Mr. Raymond that if an item has been advertised anyone wishing to speak will be deprived to speak if the item is postponed indefinitely before public hearing. Councilwoman Fisher-Perrier discussed Council Rule 32. Mr. Raymond stated that before any action can take place a public hearing needs to occur, if the item is going to proceed, it needs to be re-advertised before a public hearing can occur. Chairman Wilson stated that this item is not an ordinance, this is a resolution. Councilwoman Fisher-Perrier stated that the Chair has the authority to move forward. Mr. Raymond stated a public comment period has to occur.	
	Chairman Wilson called for the vote to postpone indefinitely File No. 2016-0157.	
11/13/17	Parish Council	Postponed Indefinitely

## APPOINTMENTS

### 2018-0304

### Council Ex-Officio Appointment to the Housing Authority.

*On November 26, 2018, Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Councilwoman Marilyn B. Bellock (Council Ex-Officio Appointment). One (1) year term to begin January 8, 2019 and expire January 12, 2020.*

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

*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 11/7/18, 6PM, Lafourche Basin  
Levee District Office, 21380 Highway 20, Vacherie  
911 COMMUNICATIONS DISTRICT: Monday, 11/12/18, 5PM, Sheriff's Office, 260  
Judge Edward Dufresne Parkway, Luling  
LIBRARY BOARD: Tuesday, 11/13/18, 6PM, East Regional Library, Destrehan  
CIVIL SERVICE BOARD: Tuesday, 11/13/18, 6:30PM, Council Chambers  
HOSPITAL BOARD: Wednesday, 11/14/18, 10AM, Council Chambers  
COMMUNITY ACTION ADVISORY BOARD: Wednesday, 11/14/18, 7PM, Council  
Chambers  
ZONING BOARD OF ADJUSTMENT: Thursday, 11/15/18, 7PM, Council Chambers  
PONTCHARTRAIN LEVEE DISTRICT: Monday, 11/19/18, 6PM, Pontchartrain Levee  
District Headquarters Complex, 2069 Railroad Avenue, Lutcher  
ST. CHARLES PARISH COUNCIL: Monday, 11/26/18, 6PM, Council Chambers*

**ANNOUNCEMENTS**

*SPECIAL SECRETARY OF STATE, CONGRESSIONAL, SCHOOL BOARD, STATE  
AMENDMENTS, & PROPOSITIONS ELECTION*

*\*Tuesday November 6, 2018 - Polls Open 6:00am until 8:00pm*

*RIVER PARISHES FALL FESTIVAL: November 9 - 11, 2018, Sacred Heart School,  
Norco*

*DESTREHAN PLANTATION FALL FESTIVAL: November 10 - 11, 2018, Destrehan  
Plantation*

*PARISH HOLIDAY: Monday, November 12, 2018 – Veterans Day*

*PARISH HOLIDAY: Thursday, November 22, 2018 & Friday, November 23, 2018 –  
Thanksgiving*

*\*\*\*PLEASE NOTE THAT THERE WILL BE A THREE (3) WEEK LAPSE BETWEEN  
COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON  
MONDAY, NOVEMBER 26, 2018.*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**[2018-0305](#)

Executive Session: 29th JDC No. 80,377 - Lafourche Basin Levee District vs. Ridgeland-WBHPL

**Sponsors:**

Mr. Cochran and Department of Legal Services

**77**[2018-0306](#)

Review 2019 Parish Council Meeting Schedule [Adopt November 26, 2018]

**Attachments:**

[2019 PC Schedule](#)

[2019 Color Coded Calendar with explan](#)

**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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## Legislation Details

**File #:** 2018-0296    **Version:** 1    **Name:** In Recognition: Mallory Lea Dardar, Festival of Charities Miss Queen XII

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Mallory Lea Dardar, Festival of Charities Miss Queen XII

**Sponsors:** Terrell D. Wilson

**Indexes:**

**Code sections:**

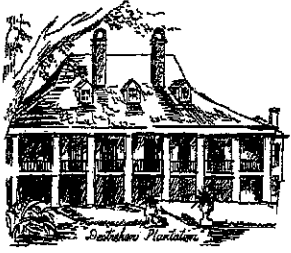
**Attachments:** [2018-0296 Mallory Dardar](#)

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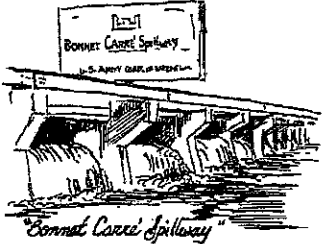
# The Parish of St. Charles

November 5, 2018

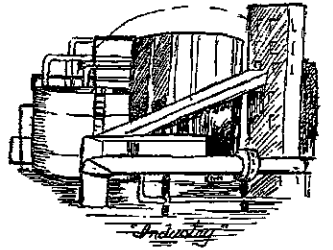
## IN RECOGNITION



WHEREAS, Mallory Lea Dardar is a resident of Lafourche Parish residing in Thibodaux, Louisiana. She is the daughter of Tommy and Juli Dardar; and,



WHEREAS, on September 23, 2018, Mallory was crowned the 12<sup>th</sup> Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose. She also received the Photogenic and Sweetness Awards; and,

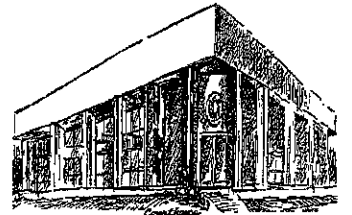
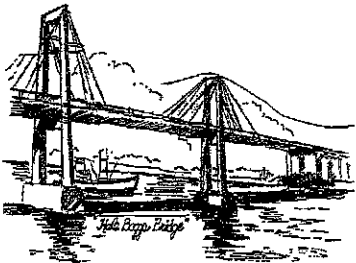


WHEREAS, Mallory will represent the Festival of Charities at several fairs and festivals throughout Louisiana.

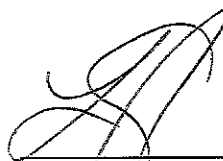


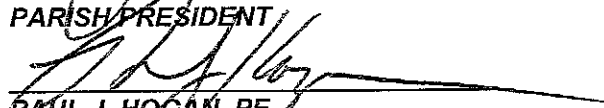
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to


## MALLORY LEA DARDAR FESTIVAL OF CHARITIES MISS QUEEN XII




"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

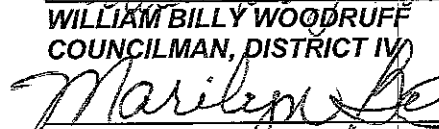
  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I


  
MARY K. GLULEE  
COUNCILWOMAN, DISTRICT II

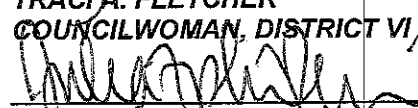
  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
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



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## Legislation Details

**File #:** 2018-0297    **Version:** 1    **Name:** In Recognition: Emily Elizabeth Loupe, Festival of Charities Teen Miss Queen XII

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Emily Elizabeth Loupe, Festival of Charities Teen Miss Queen XII

**Sponsors:** Wendy Benedetto

**Indexes:**

**Code sections:**

**Attachments:** [2018-0297 Emily Loupe](#)

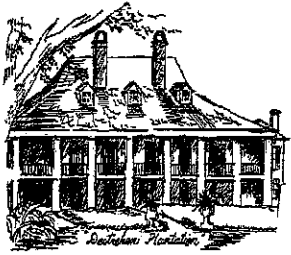
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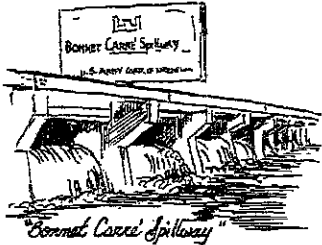
# The Parish of St. Charles

November 5, 2018

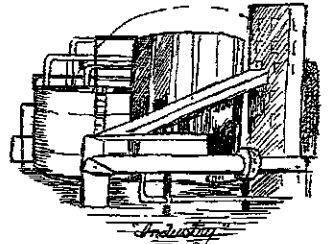
## IN RECOGNITION



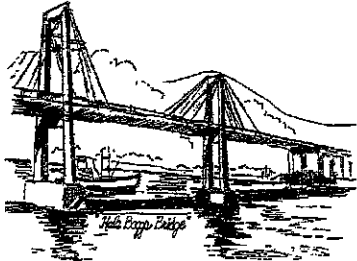
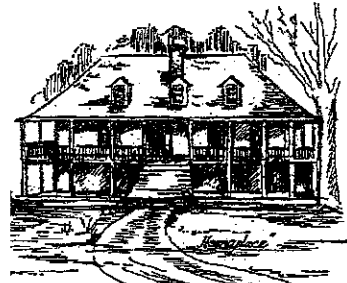
WHEREAS, *Emily Elizabeth Loupe* is a resident of St. James Parish residing in Paulina, Louisiana. She is the daughter of Avery and Angela Loupe and has one sister named Savannah; and,



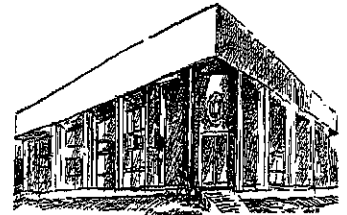
WHEREAS, on September 23, 2018, *Emily* was crowned the 12<sup>th</sup> Teen Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose. She also received the Photogenic Award; and,



WHEREAS, *Emily* will represent the Festival of Charities at several fairs and festivals throughout Louisiana.



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



## EMILY ELIZABETH LOUPE FESTIVAL OF CHARITIES TEEN MISS QUEEN XII

"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



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## Legislation Details

**File #:** 2018-0298    **Version:** 1    **Name:** In Recognition: Emma Lee Loper, Festival of Charities Junior Miss Queen XII

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Emma Lee Loper, Festival of Charities Junior Miss Queen XII

**Sponsors:** Marilyn B. Bellock

**Indexes:**

**Code sections:**

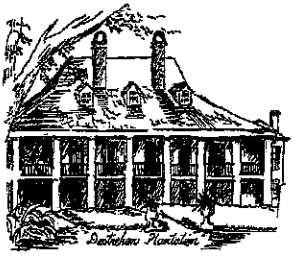
**Attachments:** [2018-0298 Emma Loper](#)

Date	Ver.	Action By	Action	Result
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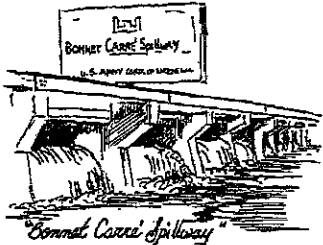
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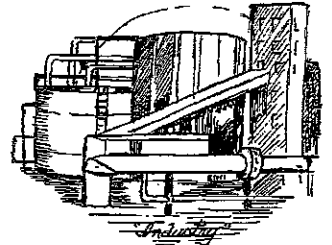
## IN RECOGNITION



WHEREAS, Emma Lee Loper is a resident of St. Charles Parish, residing in St. Rose, Louisiana with her parents Bryian and Betsy Loper, her two sisters, Kaylee and Carlie, and her brother Caden; and,



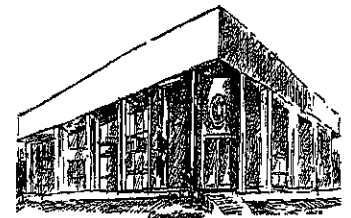
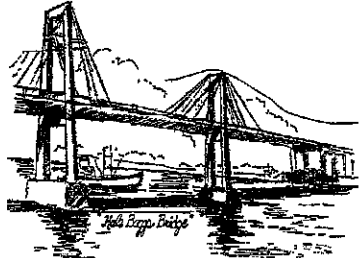
WHEREAS, on September 23, 2018, Emma was crowned the 12<sup>th</sup> Junior Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose; and,



WHEREAS, Emma will represent the Festival of Charities at several fairs and festivals throughout Louisiana.



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



### EMMA LEE LOPER FESTIVAL OF CHARITIES JUNIOR MISS QUEEN XII

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

LARRY COCHRAN  
PARISH PRESIDENT

  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II  
DICK GIBBS  
COUNCILMAN, DISTRICT III

WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0299    **Version:** 1    **Name:** In Recognition: Alysia "Lecy" Marie Cazalot, Festival of Charities Butterfly Queen Ambassador

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: Alysia "Lecy" Marie Cazalot, Festival of Charities Butterfly Queen Ambassador

**Sponsors:** John R. 'Dick' Gibbs

**Indexes:**

**Code sections:**

**Attachments:** [2018-0299 Lecy Cazalot](#)

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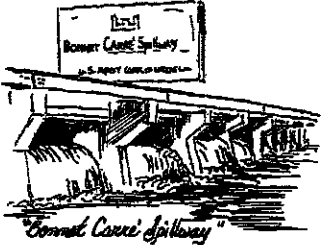
# The Parish of St. Charles

November 5, 2018

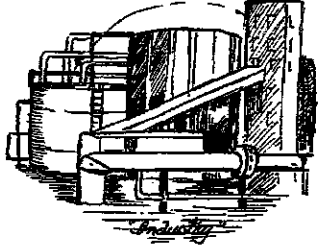
## IN RECOGNITION



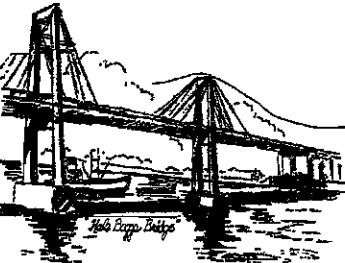
WHEREAS, Alysia "Lecy" Marie Cazalot is a resident of St. Charles Parish residing in Destrehan, Louisiana with her parents Duanne and Al Cazalot. She has two sisters, Samantha Cazalot Sidwell and Shannie Cazalot Ancale; and,



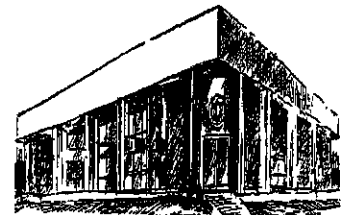
WHEREAS, on September 23, 2018, Lecy was crowned the Festival of Charities Butterfly Queen Ambassador at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose, Louisiana; and,



WHEREAS, Lecy will represent the Festival of Charities at several fairs and festivals throughout Louisiana.



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

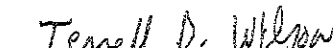


## ALYSIA "LECY" MARIE CAZALOT FESTIVAL OF CHARITIES BUTTERFLY QUEEN AMBASSADOR

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

  
LARRY COCHRAN  
PARISH PRESIDENT

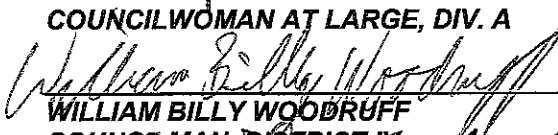
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0300    **Version:** 1    **Name:** Proclamation: "Norco Christmas Parade Day"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 11/5/2018    **In control:** Parish Council  
**On agenda:** 11/5/2018    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "Norco Christmas Parade Day"  
**Sponsors:** Traci A. Fletcher  
**Indexes:**  
**Code sections:**  
**Attachments:** [2018-0300 Norco Christmas Parade](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

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

**WHEREAS,** on Sunday, December 2, 2018, at 2:00 p.m., the Norco Civic Association will parade with this year's theme being "**Santa Celebrates Our Local Sports!**", and,

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

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

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

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


**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 2, 2018, AS**

## "NORCO CHRISTMAS PARADE DAY"

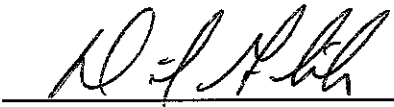
**BE IT FURTHER RESOLVED, THAT, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.**

  
LARRY COCHRAN  
PARISH PRESIDENT

  
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



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## Legislation Details

**File #:** 2018-0307    **Version:** 1    **Name:** South Louisiana Port Commission  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 11/5/2018    **In control:** Parish Council  
**On agenda:** 11/5/2018    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** South Louisiana Port Commission  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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## Legislation Details

**File #:** 2018-0308    **Version:** 1    **Name:** Hospital Service District  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 11/5/2018    **In control:** Parish Council  
**On agenda:** 11/5/2018    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Hospital Service District  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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## Legislation Details

**File #:** 2018-0309    **Version:** 1    **Name:** Lafourche Basin Levee District Commissioner Eric Matherne - Upper Barataria Risk Reduction Update

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** Lafourche Basin Levee District Commissioner Eric Matherne - Upper Barataria Risk Reduction Update

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

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

## Legislation Details

**File #:** 2018-0295    **Version:** 1    **Name:** Change Order No. 1 (Final) for the St. Charles Parish Planning & Zoning Building Project #CD 2512

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Planning & Zoning Building Project #CD 2512 to increase the contract amount by \$9,850.00 and increase the contract time by five days.

**Sponsors:** Lawrence 'Larry' Cochran, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2018-0295 Change Order](#)

Date	Ver.	Action By	Action	Result
11/5/2018	1	Parish President	Introduced	

# CHANGE ORDER

No. 1(Final)

DATE OF ISSUANCE October 15, 2018

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

OWNER: **St. Charles Parish**

CONTRACTOR:

Contract: **Construction**

Project: **Addition and Renovations to the Planning & Zoning Building**

OWNER's Contract No. **SCP Project No.** \_\_\_\_\_

Architect's Contract No. **CD 2512**

Architect: **Campo Designs – Architects**

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

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

1. Add the Following Work Items:

- a. New Contract Item #1: *New surge protector on the LED lighting circuit.*  
Addition of \$ 1,178. See attached cost estimate for details.
- b. New Contract Item #2: *Relocate 2 new AC units to front elevation.*  
Addition of \$ 3,091. See attached cost estimate for details.
- c. New Contract Item #3: *Install new epoxy floor finish to rear porch.*  
Addition of \$ 1,269. See attached cost estimate for details.
- d. New Contract Item #4: *Install new heavy-duty attic access stair.*  
Addition of \$ 1,171. See attached cost estimate for details.
- e. New Contract Item #5: *Repair rot in fascia/soffit, install mtl. Grout voids.*  
Addition of \$ 1,877. See attached cost estimate for details.
- f. New Contract Item #6: *Supply and install lighting of flagpole.*  
Addition of \$ 1,264. See attached cost estimate for details.

Total of Added Work Items = *(+\$9,850.00)*

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

1. Add Work Items

- a. LED lighting apparently susceptible to minor power surges. Surge protector on lighting circuit only.
- b. Due to the closeness of the existing bldg. to the property line, P & Z wanted new AC units to relocate to the front.
- c. The new rear porch has three different finishes including terrazzo which can be very slippery when wet.
- d. Govt. Bldgs. wanted easier access to the attic area for AC maintenance.
- e. During demolition of gutters, rot was discovered and metal requested to cover all fascia surfaces.

2. Add Time Items

- a. Tropical Storm Gordon affected progress (Sept3, 4<sup>th</sup>) requiring high wind prep.
- b. Owner requested to relocate the new AC units to the front through schedule off 3 days.

**Attachments:** Change Directives 1 thru 6

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 507,000. _____
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ 0 _____
Contract Price prior to this Change Order: \$ 507,000.. _____
Net increase of this Change Order: \$ 9,850. _____
Contract Price with all approved Change Orders: \$ 516,850. _____

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>October 31, 2018</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>Oct. 31, 2018</u> Ready for final payment: _____ (days or dates)
Net increase this Change Order (5 days): Substantial Completion: <u>November 5, 2018</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: [Signature] AIA By: \_\_\_\_\_  
ARCHITECT (Authorized Signature) OWNER (Authorized Signature)

APPROVED:

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: Oct 15, 2018

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

Date: 10-15-18

EJCDC 1910-8-B (1996 Edition)

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



# AIA® Document G714™ – 2007

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	<b>DIRECTIVE NUMBER:</b> 001 <b>DATE:</b> July 10, 2018  <b>CONTRACT FOR:</b> General Construction	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	<b>CONTRACT DATED:</b> May 25, 2018 <b>ARCHITECT'S PROJECT NUMBER:</b> CD 2512	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

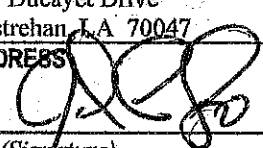
At the request of Government Buildings, a surge protector for the LED light circuit was requested due to past maintenance experiences.

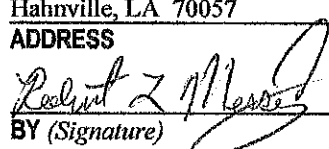
### PROPOSED ADJUSTMENTS

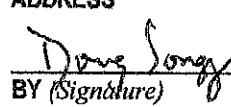
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☒ • Lump Sum increase of \$1,178.00
  - ☐ • Unit Price of \$      per
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Campo Designs - Architects  
**ARCHITECT** *(Firm name)*  
105 Ducayet Drive  
Destrehan, LA 70047  
**ADDRESS**  
  
**BY** *(Signature)*  
John E Campo  
*(Typed name)*  
7/17/18  
**DATE**

St. Charles Parish  
**OWNER** *(Firm name)*  
P. O. Box 302  
Hahnville, LA 70057  
**ADDRESS**  
  
**BY** *(Signature)*  
Bob Masserly  
*(Typed name)*  
7-17-2018  
**DATE**

Frickey Brothers Construction, Inc.  
**CONTRACTOR** *(Firm name)*  
101 Louisiana Street  
Paradis, LA 70080  
**ADDRESS**  
  
**BY** *(Signature)*  
Doug Songy  
*(Typed name)*  
**DATE**



# Frickey Brothers Construction Inc.

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

## Change Order

Date	Number:
6/25/2018	4443

Name/Address	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	
Project	
Lighting Panels	
Description	Total
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Install new 100 amp panel next to new panel for lighting circuits. 2. Panel is to be surge protected and used only for LED lighting. 3. Change lighting circuits on old panels to new lighting panel. 4. This panel is installed for protection of LED lighting.	1,178.00
Total	
\$1,178.00	



# AIA® Document G714™ – 2007

## Construction Change Directive

<b>PROJECT:</b> (Name and address) Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	<b>DIRECTIVE NUMBER:</b> 002 <b>DATE:</b> July 31, 2018  <b>CONTRACT FOR:</b> General Construction	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> (Name and address) Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	<b>CONTRACT DATED:</b> May 25, 2018 <b>ARCHITECT'S PROJECT NUMBER:</b> CD 2512	

You are hereby directed to make the following change(s) in this Contract:  
(Describe briefly any proposed changes or list any attached information in the alternative)

At the request of P & Z and Government Buildings, the A/C condensor units were relocated away from the side property line to preserve compliance with sideyard setback distances. Units larger than original ones and not necessarily grandfathered in.

### PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☒ • Lump Sum increase of \$3,091.00
  - ☐ • Unit Price of \$      per
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:

*Handwritten: INCREASED*

- The Contract Time is proposed to ~~remain unchanged~~. The proposed adjustment, if any, is *3* (days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Campo Designs - Architects  
**ARCHITECT** (Firm name)  
105 Ducayet Drive  
Destrehan, LA 70047  
**ADDRESS**  
  
**BY** (Signature)  
John E. Campo  
(Typed name)  
7/31/18  
**DATE**

St. Charles Parish  
**OWNER** (Firm name)  
P. O. Box 302  
Hahnville, LA 70057  
**ADDRESS**  
  
**BY** (Signature)  
Bob Masserly  
(Typed name)  
8-1-2018  
**DATE**

Frickey Brothers Construction, Inc.  
**CONTRACTOR** (Firm name)  
101 Louisiana Street  
Paradis, LA 70080  
**ADDRESS**  
  
**BY** (Signature)  
Doug Songy  
(Typed name)  
7/31/18  
**DATE**



**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
7/25/2018	4462

<b>Name/Address</b>	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	
<b>Project</b>	
Copper Lines	
<b>Description</b>	<b>Total</b>
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Re-run copper lines to front of building by River Road in order to relocate condensing units as specified.	2,357.00
<b>Total</b>	
\$2,357.00	

**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
7/24/2018	4461

<b>Name/Address</b>	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	
<b>Project</b>	
AC Rewire	
<b>Description</b>	<b>Total</b>
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Rewire AC condenser units from original planned area to new location.	734.00
<b>Total</b>	
\$734.00	

# AIA<sup>®</sup> Document G714<sup>™</sup> – 2007

## Construction Change Directive

**PROJECT:** (Name and address)  
Renovations and Additions to Planning &  
Zoning Bldg.  
14996 River Road  
Hahnville, LA 70057

**DIRECTIVE NUMBER:** 003

**DATE:** Sept 5, 2018

**CONTRACT FOR:** General Construction

**OWNER:** ☐

**ARCHITECT:** ☐

**CONSULTANT:** ☐

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO CONTRACTOR:** (Name and address)  
Frickey Brothers Construction, Inc.  
101 Louisiana Street  
Paradis, LA 70080

**CONTRACT DATED:** May 25, 2018

**ARCHITECT'S PROJECT NUMBER:** CD  
2512

You are hereby directed to make the following change(s) in this Contract:  
(Describe briefly any proposed changes or list any attached information in the alternative)

At the request of P & Z and Government Buildings, the newly created side porch has a mix of surfaces (terrazzo, new concrete, etc). It was advised by the contractor and concurred by the architect to put an epoxy surface material to seal potential water infiltration issues to seal at the wall connection and to give an even, slip resistant surface coating.

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☒ • Lump Sum increase of \$1,269.00

☐ • Unit Price of \$        per

☐ • As provided in Section 7.3.3 of AIA Document A201-2007

☐ • As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Campo Designs - Architects

**ARCHITECT** (Firm name)

105 Ducayet Drive  
Destrehan, LA 70047

**ADDRESS**

  
**BY** (Signature)

John E Campo

(Typed name)

9/5/18  
**DATE**

St. Charles Parish

**OWNER** (Firm name)

P. O. Box 302  
Hahnville, LA 70057

**ADDRESS**

  
**BY** (Signature)

Bob Masserty

(Typed name)

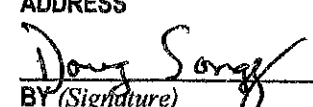
9-7-2018  
**DATE**

Frickey Brothers Construction, Inc.

**CONTRACTOR** (Firm name)

101 Louisiana Street  
Paradis, LA 70080

**ADDRESS**

  
**BY** (Signature)

Doug Songy

(Typed name)

9/6/18  
**DATE**

**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
7/30/2018	4463

<b>Name/Address</b>	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	
<b>Project</b>	
Epoxy Floor	
<b>Description</b>	<b>Total</b>
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Clean, prime, and paint epoxy floor in rear of building.	1,269.00
<b>Total</b>	
\$1,269.00	

# AIA<sup>®</sup> Document G714<sup>™</sup> – 2007

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	<b>DIRECTIVE NUMBER:</b> 004 <b>DATE:</b> Oct 10, 2018  <b>CONTRACT FOR:</b> General Construction	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	<b>CONTRACT DATED:</b> May 25, 2018 <b>ARCHITECT'S PROJECT NUMBER:</b> CD 2512	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

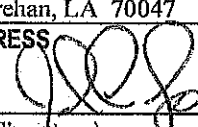
At the request of P & Z and Government Buildings, an attic access stair, heavy duty type, will be provided and installed for ease of access to AC equipment. Unit to be installed in toilet room alcove ceiling.

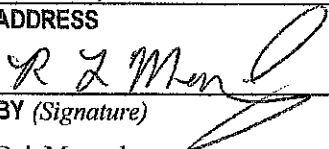
### PROPOSED ADJUSTMENTS

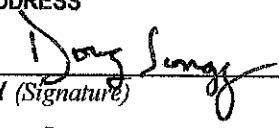
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☒ • Lump Sum increase of \$1,171.00
  - ☐ • Unit Price of \$        per
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Campo Designs - Architects  
**ARCHITECT** *(Firm name)*  
105 Ducayet Drive  
Destrehan, LA 70047  
**ADDRESS**  
  
**BY** *(Signature)*  
John E Campo  
*(Typed name)*  
10/10/18  
**DATE**

St. Charles Parish  
**OWNER** *(Firm name)*  
P. O. Box 302  
Hahnville, LA 70057  
**ADDRESS**  
  
**BY** *(Signature)*  
Bob Masserly  
*(Typed name)*  
10-15-2018  
**DATE**

Frickey Brothers Construction, Inc.  
**CONTRACTOR** *(Firm name)*  
101 Louisiana Street  
Paradis, LA 70080  
**ADDRESS**  
  
**BY** *(Signature)*  
Doug Songy  
*(Typed name)*  
10-11-18  
**DATE**

<b>Total</b>	<b>\$1,171.00</b>
--------------	-------------------

# AIA<sup>®</sup> Document G714<sup>™</sup> – 2007

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	<b>DIRECTIVE NUMBER:</b> 005 <b>DATE:</b> Oct 10, 2018  <b>CONTRACT FOR:</b> General Construction	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	<b>CONTRACT DATED:</b> May 25, 2018 <b>ARCHITECT'S PROJECT NUMBER:</b> CD 2512	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

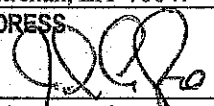
Unforeseen conditions arose on the exterior requiring repairs and corrections not in the contract. The first was rot discovered on some of the existing fascia and soffit, installing metal fascia to cover the existing conditions and repairs. The second was a void discovered after removal of existing windows. Grout must be added to anchor the new windows.

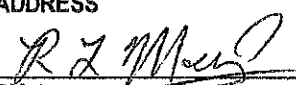
### PROPOSED ADJUSTMENTS

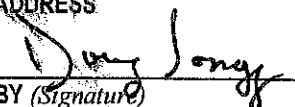
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☒ • Lump Sum increase of \$1,877.00
  - ☐ • Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Campo Designs - Architects  
**ARCHITECT** *(Firm name)*  
105 Ducayet Drive  
Destrehan, LA 70047  
**ADDRESS**  
  
**BY** *(Signature)*  
John E Campo  
*(Typed name)*  
10/10/18  
**DATE**

St. Charles Parish  
**OWNER** *(Firm name)*  
P. O. Box 302  
Hahnville, LA 70057  
**ADDRESS**  
  
**BY** *(Signature)*  
Bob Masserly  
*(Typed name)*  
10-15-2018  
**DATE**

Frickey Brothers Construction, Inc.  
**CONTRACTOR** *(Firm name)*  
101 Louisiana Street  
Paradis, LA 70080  
**ADDRESS**  
  
**BY** *(Signature)*  
Doug Songy  
*(Typed name)*  
10-11-18  
**DATE**

**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
10/1/2018	4522

**Name/Address**

St. Charles Parish  
15045 River Road  
P.O. Box 302  
Hahnville, La 70057

**Project**

Soffit and Facia Repair

**Description****Total**

We propose to furnish labor, materials, insurance, and supervision to perform the following:

1. Remove and replace approximately 12' of fascia board.
2. Remove and replace approximately 8' of soffit.
3. Prep, prime and paint.
4. Clean up and haul off debris.

510.00

**Total**

**\$510.00**



**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
10/1/2018	4523

Name/Address
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057

Project
Metal Fascia

Description	Total
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Install approximately 160' metal fascia on old part of building. 2. Cleanup and haul off debris.	690.00

Total	\$690.00
-------	----------

**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
10/10/2018	4529

**Name/Address**

St. Charles Parish  
15045 River Road  
P.O. Box 302  
Hahnville, La 70057

**Project**

Window Grout

**Description****Total**

We propose to furnish labor, materials, insurance, and supervision to perform the following:  
1. Grout voids in between bricks on sides and bottom ledge of all remaining windows.  
2. Clean up and haul off debris.

677.00

**Total**

**\$677.00**



# AIA® Document G714™ – 2007

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	<b>DIRECTIVE NUMBER:</b> 006 <b>DATE:</b> Oct 10, 2018  <b>CONTRACT FOR:</b> General Construction	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	<b>CONTRACT DATED:</b> May 25, 2018 <b>ARCHITECT'S PROJECT NUMBER:</b> CD 2512	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

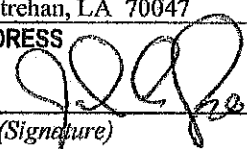
At the request of P & Z, the flagpole needs lighting so the flag does not have to be taken down each evening. This change item includes an LED fixture and underground wiring.

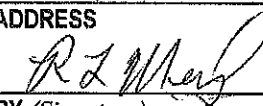
### PROPOSED ADJUSTMENTS

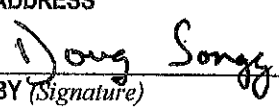
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - ☒ • Lump Sum increase of \$1,264.00
  - ☐ • Unit Price of \$            per
  - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
  - ☐ • As follows:
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

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Campo Designs - Architects  
**ARCHITECT** *(Firm name)*  
105 Ducayet Drive  
Destrehan, LA 70047  
**ADDRESS**  
  
**BY** *(Signature)*  
John E Campo  
*(Typed name)*  
10/10/18  
**DATE**

St. Charles Parish  
**OWNER** *(Firm name)*  
P. O. Box 302  
Hahnville, LA 70057  
**ADDRESS**  
  
**BY** *(Signature)*  
Bob Masserly  
*(Typed name)*  
10-15-2018  
**DATE**

Frickey Brothers Construction, Inc.  
**CONTRACTOR** *(Firm name)*  
101 Louisiana Street  
Paradis, LA 70080  
**ADDRESS**  
  
**BY** *(Signature)*  
Doug Songy  
*(Typed name)*  
10-11-18  
**DATE**

**Frickey Brothers Construction Inc.**

101 Louisiana Street  
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335

frickeybrothers@gmail.com

# Change Order

Date	Number:
9/6/2018	4511

Name/Address	Project	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	Flag Pole Light	
Description	Total	
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Trench approximately 100 ft. 2. Install circuit for light. 3. Install wiring and conduit to flood light. 4. Form and concrete base for light. 5. Install 70 watt led flood.	1,264.00	
Total		\$1,264.00



# St. Charles Parish

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

## Legislation Details

<b>File #:</b>	2018-0301	<b>Version:</b>	1	<b>Name:</b>	Professional service contract with Shread-Kuyrkendall & Associates, Inc. for the proposed Des Allemands Bulkhead project
<b>Type:</b>	Ordinance	<b>Status:</b>			Introduced For Public Hearing
<b>File created:</b>	11/5/2018	<b>In control:</b>			Parish Council
<b>On agenda:</b>	11/5/2018	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to approve and authorize the execution of a professional service contract with SHREAD-KUYRKENDALL & ASSOCIATES, INC. for providing certain preliminary engineering services for the proposed Des Allemands Bulkhead project. (Parish Project Number P180801).				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2018-0301 Contract Shread Kuyrkendall Des Allemands Preliminary Engin</a> <a href="#">2018-0301 Shread Kuyrkendall Proposal 101818</a>				

Date	Ver.	Action By	Action	Result
11/5/2018	1	Parish President	Introduced	

## **CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 Shread-Kuyrkendall & Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Des Allemands Bulkhead – Preliminary Engineering 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. The Engineer will conform to the requirements of the Owner. The project understanding and scope of services are described in the attached Engineer's proposal dated October 18, 2018 (Proposal).

Upon execution of this Contract the Parish will issue a Notice to Proceed to begin work. The Owner may terminate the Contract by written notification and without cause per Section 7.0.

### **2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1** Engineer shall provide for Owner professional engineering services 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 engineering, structural engineering, and other services.

**2.2** In general the Project consists of title research, permitting identification, geotechnical services and design memorandum services as described in the Proposal.

**2.3** 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.

**2.4** 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.

### **3.0 SERVICES OF THE OWNER**

**3.1** Provide full information as to the requirements of the Contract.

**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 Services as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the standard rate schedule in the Proposal, and actual time and costs. The not-to-exceed fee for all services and expenses is \$96,000.

**4.2** If any tasks, or any portion thereof, are not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0

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

- 4.3.1** A copy of the Owner's written authorization to perform the service.
- 4.3.2** Timesheets for all hours invoiced.
- 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.

- 4.4** For additional engineering and other services described in Section 5, 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 5.1.2.9 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 5.1.2.6 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 4.4 of this contract.

- 5.1.2.1** Furnish survey personnel for boundary or topographic surveys.

- 5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.

- 5.1.2.3** 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.)

- 5.1.2.4** Services resulting from significant changes in the general scope, extent or character of the tasks 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.

- 5.1.2.5** Providing renderings or models for Owner's use.

- 5.1.2.6** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

## **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 any time during the Contract 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 agreed delivery dates or authorized extensions are considered substantial failures.

## **8.0 COMPLIANCE WITH LAWS AND ORDINANCE.**

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**

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 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:

Shread-Kuyrkendall & Associates, Inc.

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

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

## Engineering & Survey Fee Proposal

### Des Allemands Bulkhead Project

10/18/18

#### Phase I & II

1. Title Research (NTE)	\$26,000
2. Permit Identification (NTE)	\$20,000
3. Geotechnical Engineering (NTE)	\$20,000
4. Design Memo (NTE)	<u>\$30,000</u>
Total NTE	\$96,000

#### Scope of Services

1. Title Research - This work will involve determining the current ownership of the properties that front on Bayou Des Allemands. A preliminary review of the assessor's records indicates that there are approximately 30 separate parcels in Phase I and 22 parcels in Phase II for a total of 52 parcels. Using an estimated cost of \$500 each for the title research report the estimated cost will be \$26,000. Please note, this estimated cost does not include any field property survey work.
2. Permitting Identification – This work will include the identification of the various permits that may be required for this project and some allowance for phone calls/meetings that will be required to start the permitting process. It also includes the preparation of some schematic plans showing the project location and typical sections. This estimate does not include any wetlands delineation, cultural resources work, or the actual permit applications. The intent here is to start the process and identify any potential problems.
3. Geotechnical Engineering – This would include 2 – 100 foot deep borings, one in Phase I and one in Phase II, to get a preliminary estimate on the depth of sheet pile required and the need for walers/batter piles.
4. Design Memorandum – This will include a preliminary site plan, typical section based on the geotechnical report, design criteria, outline of technical specifications required, and a preliminary opinion of probable cost. This memo will not include preliminary construction plans or contract documents, as that service is outside this scope of work.

Please note that this estimate includes no topographic survey, no property survey or right of way maps and does not include the preparation and submittal of any required permits. In addition, it is possible that additional geotechnical work may be required during the design process for this project. The total estimated fee to provide this report is a not to exceed fee of \$96,000.

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

2018

<u>LABOR CATEGORY</u>	<u>RATE</u>
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$200.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician I/CADD Designer	\$95.00/hr
Technician II/CADD Designer	\$85.00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$120.00/hr
Resident Project Representative	\$75.00/hr
O & M Specialist	\$105.00/hr
3-Man Survey Crew	\$165.00/hr
Engineering Technician	\$105.00/hr
Survey Supervisor	\$165.00/hr



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0292    **Version:** 1    **Name:** Construction Contract with Sealevel Construction, Inc. for Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project

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

**File created:** 10/15/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

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

**Indexes:**

**Code sections:**

**Attachments:** [2018-0292 Ellington Contract](#)  
[2018-0292 Bid Tabulation - Ellington DPS](#)  
[2018-0292 Introduction of Ordinance for Ellington Drainage Pump Station.pdf](#)

Date	Ver.	Action By	Action	Result
10/15/2018	1	Parish Council		
10/15/2018	1	Parish President	Introduced	

## **SECTION 00500**

### **CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Parish Project No. P080905-5D, Ellington Drainage Pump Station

### **ARTICLE 1**

#### **STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Burk-Kleinpeter, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August, 2018, Addenda number(s) 1, 2, 3, & 4, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Construction of a drainage pump station consisting of four vertical pumps, engines, right angle gears, screen cleaners, fuel system and a metal building, concrete intake and all mechanical, electrical and plumbing auxiliaries required for an operational station.

### **ARTICLE 2**

#### **ENGINEER**

- 2.01 The Project has been designed by Burk-Kleinpeter, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3**

#### **CONTRACT TIME**

- 3.01 The Contractor shall complete all of the Work under the Contract within 500 calendar days from the date stated in the Notice to Proceed.

### **ARTICLE 4**

#### **LIQUIDATED DAMAGES**

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars \$1,500 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### **ARTICLE 5**

#### **CONTRACT PRICE**

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$8,288,890.00) Eight Million, Two Hundred Eighty-Eight Thousand, Eight Hundred Ninety Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.



## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
  - a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS**

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

## **ARTICLE 8**

### **CONTRACT DOCUMENTS**

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers One to Four inclusive)
- h) Contract documents bearing the general title "Ellington Drainage Pump Station" dated August, 20 18 .
- i) Drawings, consisting of a cover sheet dated) August 20 18 and the sheets listed on Drawing G0.0; each sheet bearing the following general title: Ellington Drainage Pump Station
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

## ARTICLE 9

### MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

OWNER: Parish of St. Charles

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

Larry Cochran

Title: Parish President

CONTRACTOR:

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

Richard J. Roth

Title: President

ATTEST:

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

Title: \_\_\_\_\_

ATTEST:

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

Amanda R. Taylor

Title: Contract Administrator

END OF SECTION

ELLINGTON DRAINAGE PUMP STATION  
ST.CHARLES PARISH PROJECT NO. P080905-5D

BID TABULATION  
10/9/18

Engineer's Estimate					B&K Construction Co. LLC		BuckTown Contracting Co.		Cycle Construction Company LLC		Fleming Construction Co. LLC		M.R. Pittman Group, LLC		Sealevel Construction Inc.		Shavers-Whittle Construction, LLC		Wharton Smith, Inc.		
ITEM	DESCRIPTION	UNIT PRICE	UNITS	QUANTITY	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST		
1	Mobilization	\$ 450,000.00	LS	1	\$ 450,000.00	\$ 445,000.00	\$ 445,000.00	\$ 430,000.00	\$ 430,000.00	\$ 922,000.00	\$ 922,000.00	\$ 1,153,000.00	\$ 1,153,000.00	\$ 400,000.00	\$ 400,000.00	\$ 380,000.00	\$ 380,000.00	\$ 600,000.00	\$ 600,000.00	\$ 752,290.00	\$ 752,290.00
2	14" SQ. Precast Concrete Pile	\$ 42.00	LF	6,478	\$ 272,076.00	\$ 47.00	\$ 304,466.00	\$ 74.00	\$ 479,372.00	\$ 51.50	\$ 333,617.00	\$ 42.00	\$ 272,076.00	\$ 40.00	\$ 259,120.00	\$ 45.00	\$ 291,510.00	\$ 42.00	\$ 272,076.00	\$ 45.00	\$ 291,510.00
3	Pile Load Test	\$ 75,000.00	EACH	1	\$ 75,000.00	\$ 55,400.00	\$ 55,400.00	\$ 25,000.00	\$ 25,000.00	\$ 111,500.00	\$ 111,500.00	\$ 52,000.00	\$ 52,000.00	\$ 100,000.00	\$ 100,000.00	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
4	Reloading Test Pile	\$ 2,500.00	EACH	1	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 100.00	\$ 100.00	\$ 4,700.00	\$ 4,700.00	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 15,000.00	\$ 15,000.00
5	Cofferdam	\$ 700,000.00	LS	1	\$ 700,000.00	\$ 292,000.00	\$ 292,000.00	\$ 300,000.00	\$ 300,000.00	\$ 600,000.00	\$ 600,000.00	\$ 728,000.00	\$ 728,000.00	\$ 600,000.00	\$ 600,000.00	\$ 695,000.00	\$ 695,000.00	\$ 600,000.00	\$ 600,000.00	\$ 650,000.00	\$ 650,000.00
6	Structural Excavation	\$ 17.00	BCY	3,380	\$ 57,460.00	\$ 9.50	\$ 32,110.00	\$ 13.50	\$ 45,630.00	\$ 16.50	\$ 55,770.00	\$ 10.00	\$ 33,800.00	\$ 30.00	\$ 101,400.00	\$ 6.00	\$ 20,280.00	\$ 21.00	\$ 70,980.00	\$ 35.00	\$ 118,300.00
7	Dewatering - Pump Station and Intake	\$ 50,000.00	LS	1	\$ 50,000.00	\$ 64,000.00	\$ 64,000.00	\$ 53,000.00	\$ 53,000.00	\$ 27,000.00	\$ 27,000.00	\$ 85,000.00	\$ 85,000.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 225,000.00	\$ 225,000.00
8	Structural Backfill	\$ 16.00	BCY	560	\$ 8,960.00	\$ 18.00	\$ 10,080.00	\$ 27.00	\$ 15,120.00	\$ 25.00	\$ 14,000.00	\$ 52.00	\$ 29,120.00	\$ 10.00	\$ 5,600.00	\$ 18.00	\$ 10,080.00	\$ 40.00	\$ 22,400.00	\$ 225.00	\$ 126,000.00
9	Steel Sheet Pile Wingwalls	\$ 50.00	SF	21,710	\$ 1,085,500.00	\$ 24.50	\$ 531,895.00	\$ 36.90	\$ 801,099.00	\$ 29.75	\$ 645,872.50	\$ 46.60	\$ 1,011,686.00	\$ 27.00	\$ 586,170.00	\$ 40.00	\$ 868,400.00	\$ 25.00	\$ 542,750.00	\$ 40.00	\$ 868,400.00
10	Steel Sheet Pile Scour Wall	\$ 40.00	SF	820	\$ 32,800.00	\$ 28.00	\$ 22,960.00	\$ 38.00	\$ 31,160.00	\$ 26.30	\$ 21,566.00	\$ 40.00	\$ 32,800.00	\$ 30.00	\$ 24,600.00	\$ 35.00	\$ 28,700.00	\$ 30.00	\$ 24,600.00	\$ 40.00	\$ 32,800.00
11	Concrete Dry Bottom	\$ 625.00	CY	60	\$ 37,500.00	\$ 340.00	\$ 20,400.00	\$ 380.00	\$ 22,800.00	\$ 556.00	\$ 33,360.00	\$ 400.00	\$ 24,000.00	\$ 600.00	\$ 36,000.00	\$ 600.00	\$ 36,000.00	\$ 400.00	\$ 24,000.00	\$ 800.00	\$ 48,000.00
12	Reinforced Concrete Foundation Slab	\$ 700.00	CY	300	\$ 210,000.00	\$ 526.00	\$ 157,800.00	\$ 380.00	\$ 114,000.00	\$ 1,086.00	\$ 325,800.00	\$ 380.00	\$ 114,000.00	\$ 1,200.00	\$ 360,000.00	\$ 710.00	\$ 213,000.00	\$ 550.00	\$ 165,000.00	\$ 800.00	\$ 240,000.00
13	Reinforced Concrete Substructure Walls	\$ 1,350.00	CY	430	\$ 580,500.00	\$ 1,274.00	\$ 547,820.00	\$ 750.00	\$ 322,500.00	\$ 977.00	\$ 420,110.00	\$ 1,350.00	\$ 580,500.00	\$ 1,500.00	\$ 645,000.00	\$ 1,300.00	\$ 559,000.00	\$ 1,300.00	\$ 559,000.00	\$ 1,500.00	\$ 645,000.00
14	Reinforced Concrete Bridge and Pump Support Deck	\$ 1,700.00	CY	414	\$ 703,800.00	\$ 1,321.00	\$ 546,894.00	\$ 900.00	\$ 372,600.00	\$ 1,374.00	\$ 568,836.00	\$ 1,250.00	\$ 517,500.00	\$ 1,000.00	\$ 414,000.00	\$ 1,700.00	\$ 703,800.00	\$ 1,050.00	\$ 434,700.00	\$ 1,600.00	\$ 662,400.00
15	Reinforced Concrete Bridge Approach Slab	\$ 800.00	CY	60	\$ 48,000.00	\$ 394.00	\$ 23,640.00	\$ 600.00	\$ 36,000.00	\$ 1,169.00	\$ 70,140.00	\$ 380.00	\$ 22,800.00	\$ 1,000.00	\$ 60,000.00	\$ 1,400.00	\$ 84,000.00	\$ 1,100.00	\$ 66,000.00	\$ 800.00	\$ 48,000.00
16	Pump Sump Access Grating	\$ 40.00	SF	970	\$ 38,800.00	\$ 90.50	\$ 87,785.00	\$ 37.50	\$ 36,375.00	\$ 59.50	\$ 57,715.00	\$ 60.00	\$ 58,200.00	\$ 15.00	\$ 14,550.00	\$ 11.00	\$ 10,670.00	\$ 85.00	\$ 82,450.00	\$ 50.00	\$ 48,500.00
17	Steel Catwalk	\$ 64,000.00	LS	1	\$ 64,000.00	\$ 43,000.00	\$ 43,000.00	\$ 67,000.00	\$ 67,000.00	\$ 81,000.00	\$ 81,000.00	\$ 75,000.00	\$ 75,000.00	\$ 20,000.00	\$ 20,000.00	\$ 48,000.00	\$ 48,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00
18	Miscellaneous Structural Steel	\$ 55,480.00	LS	1	\$ 55,480.00	\$ 120,000.00	\$ 120,000.00	\$ 165,500.00	\$ 165,500.00	\$ 117,000.00	\$ 117,000.00	\$ 150,000.00	\$ 150,000.00	\$ 100,000.00	\$ 100,000.00	\$ 114,000.00	\$ 114,000.00	\$ 165,000.00	\$ 165,000.00	\$ 130,000.00	\$ 130,000.00
19	CMU Block Walls	\$ 25.00	SF	1,160	\$ 29,000.00	\$ 45.00	\$ 52,200.00	\$ 50.00	\$ 58,000.00	\$ 36.00	\$ 41,760.00	\$ 60.00	\$ 69,600.00	\$ 30.00	\$ 34,800.00	\$ 18.00	\$ 20,880.00	\$ 29.00	\$ 33,640.00	\$ 40.00	\$ 46,400.00
20	CMU Block Building Roof	\$ 40.00	SF	378	\$ 15,120.00	\$ 41.00	\$ 15,498.00	\$ 45.00	\$ 17,010.00	\$ 140.00	\$ 52,920.00	\$ 52.00	\$ 19,656.00	\$ 30.00	\$ 11,340.00	\$ 65.00	\$ 24,570.00	\$ 90.00	\$ 34,020.00	\$ 50.00	\$ 18,900.00
21	Miscellaneous Building Items	\$ 45,000.00	LS	1	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 27,300.00	\$ 27,300.00	\$ 36,000.00	\$ 36,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 58,000.00	\$ 58,000.00	\$ 60,000.00	\$ 60,000.00	\$ 4,000.00	\$ 4,000.00
22	Elevated Platform Guardrail	\$ 100.00	LF	400	\$ 40,000.00	\$ 132.50	\$ 53,000.00	\$ 155.00	\$ 62,000.00	\$ 250.00	\$ 100,000.00	\$ 245.00	\$ 98,000.00	\$ 50.00	\$ 20,000.00	\$ 85.00	\$ 34,000.00	\$ 100.00	\$ 40,000.00	\$ 90.00	\$ 36,000.00
23	Discharge Pipe Concrete Saddles	\$ 1,800.00	CY	50	\$ 90,000.00	\$ 1,551.00	\$ 77,550.00	\$ 1,650.00	\$ 82,500.00	\$ 2,110.00	\$ 105,500.00	\$ 645.00	\$ 32,250.00	\$ 1,000.00	\$ 50,000.00	\$ 1,600.00	\$ 80,000.00	\$ 2,500.00	\$ 125,000.00	\$ 2,500.00	\$ 125,000.00
24	Site Fence	\$ 40.00	LF	500	\$ 20,000.00	\$ 37.00	\$ 18,500.00	\$ 36.50	\$ 18,250.00	\$ 37.50	\$ 18,750.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00	\$ 32.00	\$ 16,000.00	\$ 40.00	\$ 20,000.00	\$ 40.00	\$ 20,000.00
25	Site Fence Gate	\$ 2,300.00	EACH	2	\$ 4,600.00	\$ 1,875.00	\$ 3,750.00	\$ 2,500.00	\$ 5,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 3,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 2,800.00	\$ 5,600.00	\$ 2,500.00	\$ 5,000.00
Discharge Protective Ground Slope Paving w/ wwf (4" Thick)																					
26	Thick	\$ 105.00	SY	738	\$ 77,490.00	\$ 72.00	\$ 53,136.00	\$ 75.00	\$ 55,350.00	\$ 72.50	\$ 53,505.00	\$ 65.00	\$ 47,970.00	\$ 100.00	\$ 73,800.00	\$ 85.00	\$ 62,730.00	\$ 85.00	\$ 62,730.00	\$ 50.00	\$ 36,900.00
27	Discharge Piping	\$ 124,000.00	EA	4	\$ 496,000.00	\$ 251,475.00	\$ 1,005,900.00	\$ 256,420.00	\$ 1,025,680.00	\$ 231,150.00	\$ 924,600.00	\$ 253,600.00	\$ 1,014,400.00	\$ 200,000.00	\$ 800,000.00	\$ 96,000.00	\$ 384,000.00	\$ 235,000.00	\$ 940,000.00	\$ 375,000.00	\$ 1,500,000.00
28	Pump Siphon Recovery System	\$ 50,000.00	EA	4	\$ 200,000.00	\$ 51,000.00	\$ 204,000.00	\$ 38,125.00	\$ 152,500.00	\$ 33,000.00	\$ 132,000.00	\$ 52,000.00	\$ 208,000.00	\$ 30,000.00	\$ 120,000.00	\$ 32,000.00	\$ 128,000.00	\$ 40,000.00	\$ 160,000.00	\$ 3,500.00	\$ 14,000.00
29	Pump and Drive Train	\$ 392,600.00	EA	4	\$ 1,570,400.00	\$ 409,584.00	\$ 1,638,336.00	\$ 390,000.00	\$ 1,560,000.00	\$ 350,855.00	\$ 1,403,420.00	\$ 336,000.00	\$ 1,344,000.00	\$ 255,000.00	\$ 1,020,000.00	\$ 295,000.00	\$ 1,180,000.00	\$ 325,000.00	\$ 1,300,000.00	\$ 335,000.00	\$ 1,340,000.00
30	Bar Screen w/Chain and Rake Cleaner	\$ 230,000.00	EA	4	\$ 920,000.00	\$ 216,353.00	\$ 865,412.00														



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

**October 10, 2018**

**TO:** Michelle Impastato  
Council Secretary

**FROM:** Sam Scholle  
Senior Projects Manager

**SUBJECT:** **Ellington Drainage Pump Station**  
**St. Charles Parish Project No. P080905-5D**

Please introduce the Ordinance attached for the above referenced subject at the next Council Meeting, which is Monday, October 15, 2018. Thank you for your usual cooperation.

SS:jgl

Attachments

2018-xxxx

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. \_\_\_\_\_

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

WHEREAS, sealed bids were received by St. Charles Parish on October 9, 2018 for Project No. P080905-5D, grant reference Project No. H.013148, Project #3, Magnolia Ridge Drainage Pump Station Project; and,

WHEREAS, Burk-Kleinpeter, Inc., Michael G. Jackson, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$8,288,890.00; and,

WHEREAS, the Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 536 residences, 25 businesses, and 13 public buildings located within the Ellington watershed area; and,

WHEREAS, the Ellington Drainage Pump Station Project consists of the installation of a new Drainage Pump Station, intake channel and discharge over the newly constructed Ellington Levee system protecting the Ellington watershed area. The project includes the purchase and installation of four (4) each 116 cfs pumps, 250 hp electric motor per pump, standby generator, station concrete structure, access road, intake channel, discharge piping and basin, automated bar screen cleaners; and,

WHEREAS, Ordinance No. 17-1-8 on January 23, 2017, approved a Federally Funded Agreement with the State of Louisiana Governor’s Office of Homeland Security and Emergency Preparedness under the Hazard Mitigation Grant Program to provide \$5,648,301 in funding for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, be hereby approved and accepted, in the amount of \$8,288,890.00.

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

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

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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: \_\_\_\_\_

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

VICE PRESIDENTS

HENRY M. PICARD, III, PE, PLS  
PAUL L. WAIDHAS, AICP  
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PERRY P. HOGAN, PE  
ANTHONY C. MOSCHELLA, PE

WILLIAM R. BURK, JR. 1912-1986  
GEORGE C. KLEINPETER, JR. 1937-2018

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

4176 CANAL STREET, NEW ORLEANS, LA 70119-5994  
TELEPHONE (504) 486-5901 FAX (504) 488-1714  
P.O. BOX 19087, NEW ORLEANS, LA 70179-0087  
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

CHIEF EXECUTIVE OFFICER  
J. W. "BILL" GIARDINA, JR., PE

PRESIDENT  
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EXECUTIVE VICE PRESIDENTS  
MICHAEL G. JACKSON, PE  
BRUCE L. BADON, AICP

SENIOR VICE PRESIDENT  
SURESH I. SHAH, PE, SECB

October 9, 2018

Rennan J. Duffour  
St. Charles Parish  
Department of Public Works  
100 River Oaks Drive  
Destrehan, LA, 70047

Re: Ellington Drainage Pump Station  
Parish Project Number P080905-5D  
BKI Project Number 10475-320

Dear Mr. Duffour,

Eight bids were received for the above-mentioned project on October 9, 2018. The following are the tabulated bids in ascending total bid price:

<u>Contractor</u>	<u>Total Bid</u>
Sealevel Construction Inc.	\$ 8,288,890.00
M.R. Pittman Group, LLC	\$ 8,918,220.00
Shavers-Whittle Construction LLC.	\$ 9,388,996.00
B&K Construction	\$ 9,392,738.00
Bucktown Contractors	\$ 9,533,036.00
Cycle Construction Company LLC	\$ 9,906,527.10
Fleming Construction Co. LLC	\$ 10,160,868.00
Wharton Smith Inc.	\$ 10,921,000.00

Based upon the list of qualified bidders, the apparent low bidder for this project is Sealevel Construction Inc. of Thibodaux, LA who is a qualified, licensed contractor according to the Louisiana State Licensing Board for Contractors and who meets the bid documents specific licensing and experience requirements. We have reviewed the bid documents of Sealevel Construction, Inc. and find them to be proper and satisfactory. We hereby recommend acceptance of this bid of Sealevel Construction Inc. for the Ellington Drainage Pump Station project. Please find attached Bid Tabulation and Bid Summary.

Note the contractor is not required to submit "Section 00450 – Schedule of Suppliers" with their bid and as such we have not received it nor had an opportunity to review it prior to this recommendation.

Sincerely,

Michael G. Jackson, P.E.  
Executive Vice President and Chief Engineer  
**BURK-KLEINPETER, INC.**







# 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](http://www.stcharlesparish-la.gov)

**LARRY COCHRAN**  
PARISH PRESIDENT

**CLAYTON FAUCHEUX**  
DIRECTOR

## NOTICE OF INTENT TO AWARD

October 10, 2018

TO: Sealevel Construction, Inc.  
P. O. Box 1037  
Thibodaux, LA. 70302  
Attn: Richard J. Roth

PROJECT NAME: Ellington Levee Drainage Pump Station

PROJECT NO: P080905-5D  
STATE PROJECT NO: H.013148

Sealevel Construction, Inc.:

You are hereby notified that your bid dated October 9, 2018, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Eight Million, Two Hundred and Eighty Eight Thousand, Eight Hundred and Ninety Dollars (\$ 8,288,890.00 ).

**Deliver all documents to:**

Burk-Kleinpeter, Inc.  
4176 Canal Street  
New Orleans, LA 70119  
Attn: Lewis Bernard

**Deliver the following documents by October 19, 2018**

1. Eight (8) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a);
2. Eight (8) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224;
3. Eight (8) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Eight (8) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by October 24, 2018**

1. Eight (8) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Eight (8) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1**; this will be accomplished upon execution of the Contract by the Owner.
3. Eight (8) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1**; this will be accomplished upon execution of the Contract by the Owner.
4. Eight (8) original Certificates 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 by registered mail, return receipt requested, to the below named certificate holder.”



**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- **Time frame will be in days with a starting point at Notice to Proceed**
- **Review and approval time of submittals**
- **Order and delivery time of critical path items**
- **Mobilization and construction set up time**
- **Construction time**
- **Anticipated Substantial Completion date**
- **Anticipated Final Change Order submittal date**
- **Anticipated project closure date**

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.

  
\_\_\_\_\_  
Sam Scholle  
Sr. Projects Manager

cc:

Brad Berthelot – SCP Public Works  
Rennan Duffour – SCP Public Works  
Carla Chiasson – SCP Grants Officer  
Lewis Bernard – Burk-Kleinpeter, Inc.  
File P080905-5D  
Parish Council Secretary



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0293    **Version:** 1    **Name:** Authorize Parish President to acquire a 0.0148 acre temporary construction servitude for use in the construction of the US 61 Culvert Installation Project in St. Rose

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

**File created:** 10/15/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the Parish President to acquire a 0.0148 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S - R9E in St. Rose, now or formerly owned by Tri-Logistics Construction L.L.C., which property is more particularly described in the attached "Temporary Construction Servitude" document.

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

**Indexes:**

**Code sections:**

**Attachments:** [2018-0293 Parcel 3-1 - Temporary Construction Servitude Tri-Logistics - DRAFT](#)  
[2018-0293 Tri-Logistics Certificate of Authority](#)  
[2018-0293 Revised Parcel 3-1 - Temporary Construction Servitude Tri-Logistics - Approved ..](#)

Date	Ver.	Action By	Action	Result
10/15/2018	1	Parish Council		
10/15/2018	1	Parish President	Introduced	

STATE PROJECT NO. H.000320  
US 61 (RAILROAD OVERPASS TO LA 50)  
CULVERT INSTALLATION PROJECT  
ST. CHARLES PARISH  
PARCEL NO. 3-1

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**TRI-LOGISTICS CONSTRUCTION CO., L.L.C. (XX-XXX\_\_\_\_\_)**, Grantor, a Limited Liability Company, whose mailing address is 10040 Jefferson Highway, River Ridge, LA 70123, appearing herein by and through **JODIE R. CANNON**, duly authorized pursuant to a Certificate of Authority by the member of said limited liability company, signed and executed on the \_\_\_\_ day of \_\_\_\_\_, 2018, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, 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;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

**Parcel 3-1 Temporary Construction Servitude**

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and the design plans entitled “US 61 Railroad Overpass to LA 50 DOTD project number H.000320” being located across the front of the Tri-Logistics Construction CO., L.L.C. property, Lot 30-A-1, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, resubdivision of a portion of Lot 30-

A, a portion of Lot 31, and a revocation of a portion of a 16 foot roadway and 8 foot ditch into Lots 31-A, 31-B and 30-A-1 Almedia Plantation Subdivision, the Southeastern East of the Mississippi River Land District, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 166+08.00 thence an offset to the right a distance of approximately 78.36 feet to a point of beginning (POB) common with this northern right of way of US 61; thence  $S72^{\circ}12'42.70''W$ , a distance of approximately 28.00 feet to a point located at station 166+36.00 and an offset of 78.32 feet; thence  $N17^{\circ}42'43.45''W$ , a distance of approximately 23.01 feet to a point located at station 166+36.00 and an offset of 101.33 feet; thence  $N71^{\circ}50'49.03''E$ , a distance of approximately 28.00 feet to a point located at station 166+08.00 and an offset of 101.55 feet, thence  $S17^{\circ}42'43.45''E$ , a distance of approximately 23.19 feet to the point of beginning common to the US 61 right of way containing 0.0148 acres or 646.71 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and a design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in Section 40, T12S-R9E East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by Tri-Logistics Construction Co., L.L.C. from June Elfer Luck, wife of/and John Luck by Cash Sale dated April 23, 2003 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on April 23, 2003 in COB 618, Folio 75, Instrument Number 278861.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any

and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of FIVE HUNDRED EIGHT-TWO AND NO/100 (\$582.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at FIVE HUNDRED EIGHT TWO AND NO/100 (\$582.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 3-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

During the construction of the Project, Grantee, its agents and employees, shall not impede Grantor's access to the private roadway shown as 25' Access Servitude on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. prepared by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

It is agreed and understood that prior to completion of the said Project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

This agreement shall be executed in quadruplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]



**IN TESTIMONY WHEREOF**, the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the \_\_\_\_ day of \_\_\_\_\_, 2018, after a due reading of the whole.

**WITNESSES:**

**GRANTOR: TRI-LOGISTICS  
CONSTRUCTION CO., L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
By: JODIE R. CANNON  
Its: MEMBER

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

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

Printed Name: \_\_\_\_\_  
Notary Identification or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IN TESTIMONY WHEREOF**, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the \_\_\_\_ day of \_\_\_\_\_, 2018, after a due reading of the whole.

<b>WITNESSES:</b>	<b>GRANTEE:</b>
	<b>ST. CHARLES PARISH</b>
_____	_____
	<b>LARRY COCHRAN, PRESIDENT</b>
_____	
<b>Print Name</b>	
_____	
_____	
<b>Print Name</b>	

**ACKNOWLEDGEMENT**

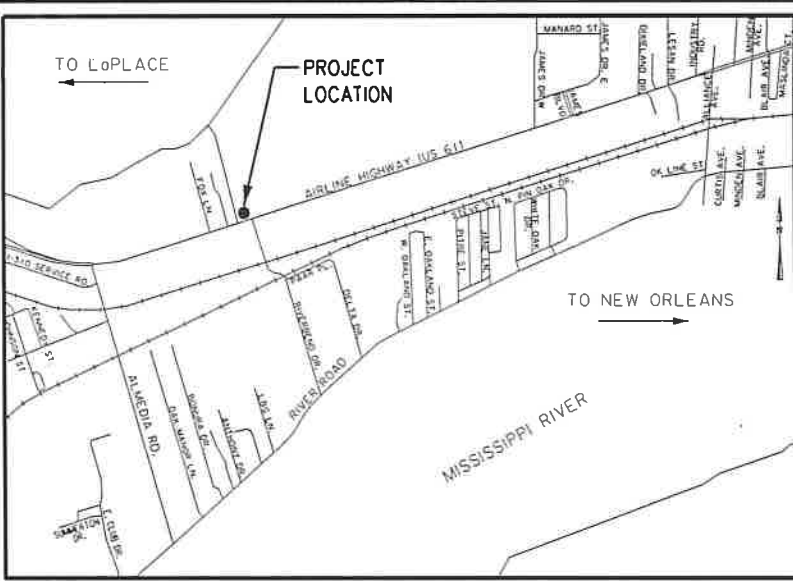
STATE OF \_\_\_\_\_  
PARISH OF LOUISIANA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared \_\_\_\_\_, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that **LARRY COCHRAN**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of \_\_\_\_\_, State of Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, duly commissioned and qualified.

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

Printed Name: \_\_\_\_\_  
Notary Identification or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



VICINITY MAP  
NTS.

TRI-LOGISTICS  
CONSTRUCTION  
CO., L.L.C.  
LOT 30-A-1  
R.A.: 2.23 Ac.  
(PER DEED)

LUCK, JUNE

N: 537571.41 FT  
E: 3607927.92 FT  
STA 166+36.00  
OFF 101.33 FT

N: 537580.13 FT  
E: 3607954.53 FT  
STA 166+08.00  
OFF 101.55 FT

25' ACCESS  
SERVITUDE

TEMPORARY  
CONSTRUCTION  
SERVITUDE  
AREA = 646.71 SQ. FT.  
0.0148 AC.

PARCEL 3-1

TRI-LOGISTICS  
CONSTRUCTION  
CO., L.L.C.  
LOT 30-D-1

N: 537549.49 FT  
E: 3607934.92 FT  
STA 166+36.00  
OFF 78.32 FT

P.O.B.  
N: 537558.04 FT  
E: 3607961.58 FT

PROJ. & ADOPT.  $\frac{1}{2}$   
US HIGHWAY 61  
(AIRLINE HIGHWAY)  
(150' R/W)

LEGEND

EXISTING RIGHT OF WAY LINE

APPARENT PROPERTY LINE

TEMP. SERVITUDE LINE

NOTES:

1. REFERENCE MAP ENTITLED, "RESUBDIVISION OF A PORTION OF LOT 30-A, A PORTION OF LOT 31, AND REVOCATION OF A PORTION OF A  $16\frac{1}{32}$  ROADWAY &  $8\frac{1}{32}$  DITCH INTO LOTS 31-A, 31-B, 30-A-1, ALMEDIA PLANTATION SECTION 40 T12S-R9E, ST. CHARLES PARISH, LOUISIANA, DATED MAY 3RD, 1998, RECORDED IN ENTRY NO. 221380, COB 538, FOLIO 576.
2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY - KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LaDOTD STATE PROJECT NO. H.000320

SURVEY SHOWING  
TEMPORARY CONSTRUCTION SERVITUDE  
FOR LaDOTD STATE PROJECT  
"US 61 RAILROAD OVERPASS TO La 50"  
PROJECT NO. H.000320  
LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION,  
SEC. 40, T12S R9E  
ST. ROSE, ST. CHARLES PARISH, LOUISIANA  
NOW OR FORMERLY OWNED BY  
TRI-LOGISTICS CONSTRUCTION L.L.C.

DRAWN BY: D.B.S. CALC. BY: B.C.J.  
DATE: MAY 29, 2018 CHECKED BY: A.D.S.

I, HEREBY, CERTIFY THAT THIS PLAN REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.

STATE OF LOUISIANA  
ANDREW D. SHREAD  
License No. 5087  
PROFESSIONAL  
LAND SURVEYOR  
ANDREW D. SHREAD  
PROFESSIONAL LAND SURVEYOR #5087

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

**CERTIFICATE OF AUTHORITY  
TO ACT FOR TRI-LOGISTICS CONSTRUCTION CO., L.L.C.  
AND TO GRANT A TEMPORARY CONSTRUCTION SERVITUDE**

On the date hereinafter set forth, the undersigned, being a member of TRI-LOGISTICS CONSTRUCTION CO., L.L.C., a Louisiana Limited Liability Company, authorized to and doing business in the State of Louisiana came and appeared

Charles R. Cannon, III, 10040 Jefferson Hwy., River Ridge, LA 70123  
Jody R. Cannon, 8120 Harris Ave., Harahan, LA 70123

Who acknowledge and declare that JODY R. CANNON is a member of TRI-LOGISTICS CONSTRUCTION CO., L.L.C., a Louisiana Limited Liability Company, since its organization under the laws of the State of Louisiana and recordation of its Articles of Organization dated February 20, 2001, which is recorded in the office of the Secretary of State of the State of Louisiana, and hereby certify, agree and declare that JODY R. CANNON, is authorized to act for and in the name of the said TRI-LOGISTICS CONSTRUCTION CO., L.L.C., to do the following:

1. Execute a Temporary Construction Servitude to transfer and convey a temporary construction servitude over the following described property, situated in the ST. CHARLES PARISH, Louisiana, hereinafter referred to as the "Property" which property more fully described as follows:

**Parcel 3-1 Temporary Construction Servitude**

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and the design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320" being located across the front of the Tri-Logistics Construction CO., L.L.C. property, Lot 30-A-1, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, resubdivision of a portion of Lot 30-A, a portion of Lot 31, and a revocation of a portion of a 16 foot roadway and 8 foot ditch into Lots 31-A, 31-B and 30-A-1 Almedia Plantation Subdivision, the Southeastern East of the Mississippi River Land District, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 166+08.00 thence an offset to the right a distance of approximately 78.36 feet to a point of beginning (POB) common with this northern right of way of US 61; thence S72°12'42.70"W, a distance of approximately 28.00 feet to a point located at station 166+36.00 and an offset of 78.32 feet; thence N17°42'43.45"W, a distance of approximately 23.01 feet to a point located at station 166+36.00 and an offset of 101.33 feet; thence N71°50'49.03"E, a distance of approximately 28.00 feet to a point located at station 166+08.00 and an offset of 101.55 feet, thence S17°42'43.45"E, a distance of approximately 23.19 feet to the point of beginning common to the US 61 right of way containing 0.0148 acres or 646.71 square feet, more or less, of said

temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and a design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in Section 40, T12S-R9E East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by Tri-Logistics Construction Co., L.L.C.. from June Elfer Luck, wife of/and John Luck by Cash Sale dated April 23, 2003 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on April 23, 2003 in COB 618, Folio 75, Instrument Number 278861.

2. Execute and sign any and all documents and writings of any kind whatsoever as deemed necessary in connection with the temporary construction servitude for the Property.
3. Execute and deliver instruments, documents, agreements and other writings authorized in this certificate upon such terms, and in such form as we, in our sole, exclusive and absolute discretion deems necessary, advisable or proper.

The undersigned does further declare on behalf of TRI-LOGISTICS CONSTRUCTION CO., L.L.C., that any person dealing with JODY R. CANNON, may assume that his authority is still in full force and effect unless there is recorded in the conveyance records of St. Charles Parish, Louisiana an express revocation of such authority.

THUS DONE AND SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TRI-LOGISTICS CONSTRUCTION CO., L.L.C.**

---

By: Charles R. Cannon, III  
Its: Member

---

By: Jody R. Cannon  
Its: Member

STATE PROJECT NO. H.000320  
US 61 (RAILROAD OVERPASS TO LA 50)  
CULVERT INSTALLATION PROJECT  
ST. CHARLES PARISH  
PARCEL NO. 3-1

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

**TRI-LOGISTICS CONSTRUCTION CO., L.L.C. (XX-XXX\_\_\_\_\_)**, Grantor, a Limited Liability Company, whose mailing address is 10040 Jefferson Highway, River Ridge, LA 70123, appearing herein by and through **JODIE R. CANNON**, duly authorized pursuant to a Certificate of Authority by the member of said limited liability company, signed and executed on the \_\_\_\_ day of \_\_\_\_\_, 2018, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, 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, appearing herein pursuant to Ordinance No. \_\_\_\_\_, adopted by St. Charles Parish Council on \_\_\_\_\_, 2018 a copy of which is attached hereto and made a part hereof;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

**Parcel 3-1 Temporary Construction Servitude**

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and the design plans entitled “US 61 Railroad Overpass to LA 50 DOTD project number H.000320” being located across the front of the Tri-Logistics Construction CO., L.L.C. property, Lot 30-A-

1, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, resubdivision of a portion of Lot 30-A, a portion of Lot 31, and a revocation of a portion of a 16 foot roadway and 8 foot ditch into Lots 31-A, 31-B and 30-A-1 Almedia Plantation Subdivision, the Southeastern East of the Mississippi River Land District, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 166+08.00 thence an offset to the right a distance of approximately 78.36 feet to a point of beginning (POB) common with this northern right of way of US 61; thence  $S72^{\circ}12'42.70''W$ , a distance of approximately 28.00 feet to a point located at station 166+36.00 and an offset of 78.32 feet; thence  $N17^{\circ}42'43.45''W$ , a distance of approximately 23.01 feet to a point located at station 166+36.00 and an offset of 101.33 feet; thence  $N71^{\circ}50'49.03''E$ , a distance of approximately 28.00 feet to a point located at station 166+08.00 and an offset of 101.55 feet, thence  $S17^{\circ}42'43.45''E$ , a distance of approximately 23.19 feet to the point of beginning common to the US 61 right of way containing 0.0148 acres or 646.71 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and a design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in Section 40, T12S-R9E East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by Tri-Logistics Construction Co., L.L.C. from June Elfer Luck, wife of/and John Luck by Cash Sale dated April 23, 2003 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on April 23, 2003 in COB 618, Folio 75, Instrument Number 278861.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of FIVE HUNDRED EIGHT-TWO AND NO/100 (\$582.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at FIVE HUNDRED EIGHT TWO AND NO/100 (\$582.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 3-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

During the construction of the Project, Grantee, its agents and employees, shall not impede Grantor's access to the private roadway shown as 25' Access Servitude on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS



CONSTRUCTION L.L.C. prepared by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

It is agreed and understood that prior to completion of the said Project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

This agreement shall be executed in quadruplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]

**IN TESTIMONY WHEREOF**, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2018, after a due reading of the whole.

**WITNESSES:**

**GRANTOR: TRI-LOGISTICS  
CONSTRUCTION CO., L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
By: JODIE R. CANNON  
Its: MEMBER

\_\_\_\_\_  
\_\_\_\_\_  
**Print Name**

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

Printed Name: \_\_\_\_\_  
Notary Identification or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IN TESTIMONY WHEREOF**, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the \_\_\_\_ day of \_\_\_\_\_, 2018, after a due reading of the whole.

<b>WITNESSES:</b>	<b>GRANTEE:</b>
	<b>ST. CHARLES PARISH</b>
_____	_____
	<b>LARRY COCHRAN, PRESIDENT</b>
_____	
<b>Print Name</b>	
_____	
_____	
<b>Print Name</b>	

**ACKNOWLEDGEMENT**

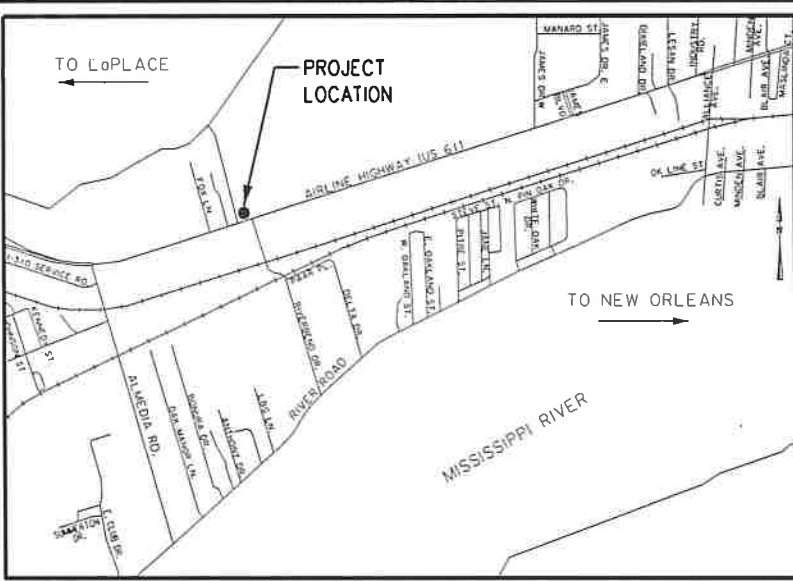
STATE OF \_\_\_\_\_  
PARISH OF LOUISIANA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared \_\_\_\_\_, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that **LARRY COCHRAN**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of \_\_\_\_\_, State of Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, duly commissioned and qualified.

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

Printed Name: \_\_\_\_\_  
Notary Identification or Bar Roll No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



VICINITY MAP  
NTS.

TRI-LOGISTICS  
CONSTRUCTION  
CO., L.L.C.  
LOT 30-A-1  
R.A.: 2.23 Ac.  
(PER DEED)

LUCK, JUNE

N: 537571.41 FT  
E: 3607927.92 FT  
STA 166+36.00  
OFF 101.33 FT

N: 537580.13 FT  
E: 3607954.53 FT  
STA 166+08.00  
OFF 101.55 FT

25' ACCESS  
SERVITUDE

TEMPORARY  
CONSTRUCTION  
SERVITUDE  
AREA = 646.71 SQ. FT.  
0.0148 AC.

PARCEL 3-1

TRI-LOGISTICS  
CONSTRUCTION  
CO., L.L.C.  
LOT 30-D-1

N: 537549.49 FT  
E: 3607934.92 FT  
STA 166+36.00  
OFF 78.32 FT

P.O.B.  
N: 537558.04 FT  
E: 3607961.58 FT

PROJ. & ADOPT. &  
US HIGHWAY 61  
(AIRLINE HIGHWAY)  
(150' R/W)

LEGEND

- EXISTING RIGHT OF WAY LINE  
--- APPARENT PROPERTY LINE  
--- TEMP. SERVITUDE LINE

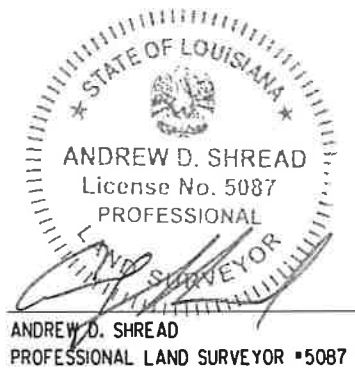
NOTES:

1. REFERENCE MAP ENTITLED, "RESUBDIVISION OF A PORTION OF LOT 30-A, A PORTION OF LOT 31, AND REVOCATION OF A PORTION OF A 16 2/32 ROADWAY & 8 3/32 DITCH INTO LOTS 31-A, 31-B, 30-A-1, ALMEDIA PLANTATION SECTION 40 T12S-R9E, ST. CHARLES PARISH, LOUISIANA, DATED MAY 3RD, 1998, RECORDED IN ENTRY NO. 221380, COB 538, FOLIO 576.
2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY -KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LaDOTD STATE PROJECT NO. H.000320

SURVEY SHOWING  
TEMPORARY CONSTRUCTION SERVITUDE  
FOR LaDOTD STATE PROJECT  
"US 61 RAILROAD OVERPASS TO La 50"  
PROJECT NO. H.000320  
LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION,  
SEC. 40, T12S R9E  
ST. ROSE, ST. CHARLES PARISH, LOUISIANA  
NOW OR FORMERLY OWNED BY  
TRI-LOGISTICS CONSTRUCTION L.L.C.

DRAWN BY: D.B.S. CALC. BY: B.C.J.  
DATE: MAY 29, 2018 CHECKED BY: A.D.S.

I, HEREBY, CERTIFY THAT THIS PLAN REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.





# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0294    **Version:** 1    **Name:** Professional service contract with ELOS Environmental, LLC, to provide as-needed environmental services for miscellaneous projects in St. Charles Parish

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

**File created:** 10/15/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the execution of a professional service contract with ELOS Environmental, LLC, to provide as-needed environmental services for miscellaneous projects in St. Charles Parish.

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

**Indexes:**

**Code sections:**

**Attachments:** [2018-0294 ELOS Environmental Contract](#)  
[2018-0294 ELOS Standard Rate Sheet](#)  
[2018-0294 Additional Info-Updated General Marketing Letter 9-27-2018 \(rev\)](#)

Date	Ver.	Action By	Action	Result
10/15/2018	1	Parish Council		
10/15/2018	1	Parish President	Introduced	

## **CONTRACT FOR ENVIRONMENTAL SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 ELOS Environmental, LLC a corporation acting herein by and through its Contracting Officer, hereinafter called Consultant. Whereas the Owner desires to employ a professional consulting firm to perform environmental services on an as-needed basis as described in Ordinance No. \_\_\_\_\_, which is attached hereto and made a part hereof.

### **1.0 GENERAL**

The Owner agrees to employ the Consultant, and the Consultant agrees to perform professional services required on an as-needed basis. The Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies.

Task orders will be issued for all work. Each Task Order shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0.

### **2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE CONSULTANT**

- 2.1** Consultant shall provide for Owner environmental services to which this Agreement applies and as hereinafter provided to properly plan and execute the work assigned to the Consultant. These services will include but will not be limited to wetlands and environmental permitting, Threatened and Endangered Species surveys and agency consultation, eagle and migratory bird surveys and mitigation, wetlands restoration, mitigation bank development and management, Phase I Environmental Site Assessments and coastal use permitting.
- 2.2** Details of the basic services will be shown in each Task Order.
- 2.3** Services provided by the Consultant shall be performed in accordance with generally accepted professional environmental services at the time and the place where the services are rendered.
- 2.4** Consultant shall obtain from Owner a task order authorization to proceed for each phase of the Project.
- 2.5** Consultant shall provide minutes of all meetings with St. Charles Parish.

### **3.0 SERVICES OF THE OWNER**

- 3.1** Provide full information as to the requirements of the Task Order.
- 3.2** Assist the Consultant 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 Consultant and his subconsultants to enter upon public property as required for performing the services.

### **4.0 COMPENSATION**

- 4.1** For performance of Basic Services as outlined in Section 2 above, the Owner shall authorize and pay the Consultant a not-to-exceed fee, based on the Consultant's standard rates and actual time and costs.
- 4.2** If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic environmental services shall be negotiated between Owner and Consultant as per Section 7.0.

**4.3** The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

**4.3.1** A copy of the Owner's written authorization to perform the service.

**4.3.2** Timesheets for all hours invoiced.

**4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.

**4.4** For additional services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **5.0 CHARACTER AND EXTENT OF ADDITIONAL SERVICES**

The Owner reserves the right to request Consultant to provide Additional Services. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Environmental Firms concerning Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Consultant to provide Additional Services prior to the performance of any Additional Services as described in Section 5.

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 4.4 of this contract.

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

**5.2** 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.)

## **6.0 OWNERSHIP OF DOCUMENTS**

**6.1** Documents shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.

**6.2** Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

**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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **7.0 TERMINATION.**

**7.1** This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

**7.2** The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

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

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

**7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

**8.0 COMPLIANCE WITH LAWS AND ORDINANCE.**

The Consultant 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**

Owner and Consultant 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 Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$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 Consultant 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** Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

**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 Consultant 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 Consultant, 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 Consultant 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 Consultant arising from the performance of their services under this Agreement. The Consultant 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 Consultant 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 Consultant shall not be assigned or subcontracted in whole or in part by the Consultant 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 Consultant 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 Consultant shall take appropriate steps to assure compliance.
- 11.8 The Consultant 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 Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### 12.0 ACCESS TO SITE

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

#### 13.0 WARRANTY

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

#### 14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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:

\_\_\_\_\_  
ELOS Environmental, LLC

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

\_\_\_\_\_

**EXHIBIT A**

**TASK ORDER**

Is hereby attached to and is part of the  
**CONTRACT FOR ENVIRONMENTAL SERVICES BETWEEN  
ST. CHARLES PARISH AND ELOS ENVIRONMENTAL, LLC**

**TASK ORDER No.** \_\_\_\_\_

**TASK ORDER DESCRIPTION**

**SCOPE OF SERVICES**

**COMPENSATION**

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

**ELOS ENVIRONMENTAL, LLC**

**ST CHARLES PARISH**

\_\_\_\_\_

\_\_\_\_\_  
Clayton “Snookie” Fauchaux  
Director of Public Works and Wastewater

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



October 25, 2018

**Standard Rate Sheet**

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.) .....	\$200.00 per hour
Director of Regulatory Services .....	\$187.00 per hour
Senior Project Manager .....	\$178.00 per hour
Environmental Scientist I .....	\$161.00 per hour
Archeologist .....	\$145.00 per hour
Environmental Scientist II .....	\$130.00 per hour
Environmental Technician.....	\$95.00 per hour
Geographic Information System (GIS) Technician.....	\$95.00 per hour
CADD Operator.....	\$95.00 per hour
Clerical .....	\$60.00 per hour



ELOS Environmental, LLC (ELOS) is proud of its record assisting clients with environmental compliance issues. Our relationships with regulatory, cooperating, and participating agencies have developed over time and our understanding of their rules, methodologies, and priorities allows us to expedite the environmental review and permitting processes.

ELOS maintains a competitive edge within the realm of environmental consulting by offering a diverse range of services designed to meet and exceed our clients' needs and expectations. Our familiarity with the permitting agencies' staff and processes — plus our expertise in environmental sciences and relevant technologies — means we can truly streamline the environmental process for our clients, saving them time and money. ELOS' professionals are thoroughly familiar with the regulations and regulatory process of numerous governing agencies, and we work with these agencies on a daily basis. Some of them include, but are not limited to, the U.S. Army Corps of Engineers, Department of Natural Resources, Department of Environmental Quality, U.S. Coast Guard, Department of Wildlife and Fisheries, and the State Lands Office.

We have staff at every level of professional development. Ron Ventola served for 30 years with the New Orleans District, US Army Corps of Engineers (USACE) Regulatory Functions Branch. Rocky Hinds served for 20 years with the Louisiana Department of Natural Resources, Coastal Management Division. Fred Anthamatten served over 35 years with the Galveston District, USACE Regulatory Branch. Other key staff includes senior environmental scientists, coastal zone managers, floodplain managers, geologists, certified planners, and archaeologists, as well as technical specialists in biology, forestry, and Geographic Information Systems (GIS).

ELOS is based out of Southeast Louisiana but has worked on projects all over the state of Louisiana and in all neighboring states. We regularly support engineering firms on levee, roadway, pipeline, and other large infrastructure projects, and we work directly for municipal and parish governments on telecommunications, drainage, and other development projects. Our list of services includes: Wetlands and environmental permitting, Threatened and Endangered Species surveys and agency consultation, Eagle and migratory bird surveys and mitigation, Seismic monitoring and other oil field related activities, National Environmental Policy Act (NEPA) reviews and documentation, Cultural Resource Investigations and Section 106 Consultation, Forest management, wetlands restoration, mitigation bank development and management, Phase I Environmental Site Assessments (All Appropriate Inquiries), GIS mapping and remote sensing, Levee, bridge, and coastal use permitting

Our number one priority is ensuring that our clients' goals are met in the most timely and cost-efficient manner possible. ELOS Environmental, LLC looks forward to assisting you with your next project. To discuss what we can do to help you, please call me at 985-662-5501.

Sincerely,  
**ELOS Environmental, LLC**

**Lucas Watkins**  
**President/Environmental Scientist**

## **Key Staff**

### **Lucas M. Watkins, Principal Environmental Scientist**

Mr. Watkins is the founding principal, who provides guidance and oversight for ELOS projects. As the ELOS Quality Assurance Manager, Mr. Watkins establishes quality objectives for each product and ensures that all deliverables meet the standards required by the client. He is the principal-in-charge, who also ensures that ELOS acquires the best tools and techniques to ensure efficient and cost-effective delivery of our services. Mr. Watkins is a biologist and wetlands ecologist by education who specializes in regulatory compliance. He has extensive experience identifying and addressing environmental compliance issues which cover numerous sectors of the environmental industry including wetland delineations, wetland permitting, coastal use permits, Section 10 and 404 permits, environmental assessments, Phase I ESAs, endangered species surveys, timber and forestry management, and mitigation issues. Mr. Watkins also has experience in permitting municipal infrastructure, levees, borrow pits, oil and gas exploration, production, and transmission activities, as well as working on other public and private sector environmental related issues. He received his BS in Forest Management from Louisiana State University and a MS in Biology (Wetland Ecology) from Southeastern Louisiana University. In addition, he is a licensed arborist, licensed horticulturist, certified prescribed burn manager, and a licensed nuisance wildlife control operator. He recently completed the NHI Course in NEPA evaluation and documentation.

### **James M. Prather III, Environmental Scientist**

Mr. Prather is the co-founding principal and Vice President of ELOS. Along with Mr. Watkins, he has worked to grow ELOS' services to include an ever widening array of capabilities, supported by the most up-to-date technologies, to fulfill our clients' needs. Since founding ELOS, Mr. Prather has worked with clients at every level of government, as well as large and small private sector clients, meeting their goals and earning a reputation for providing excellent services. Mr. Prather also serves as a regulatory compliance specialist with over 10 years of experience specializing in mitigation, wetland determinations, and permitting as required by the Coastal Zone Management Act and the Section 404 Clean Water Act. He has experience in using AutoCAD and ArcGIS in the process of completing various projects. Mr. Prather has received numerous certifications from various schools and agencies to perform Phase I ESAs and wetland delineations. He is also FERC certified. He received his bachelor's degree from Southeastern Louisiana University and has participated in projects such as the permitting of bypass and toll roads, large-scale residential developments, and governmental infrastructure expansion projects. Mr. Prather is thoroughly familiar with the regulations and regulatory process of numerous governing agencies, as he deals with the various agencies on a daily basis. Some of these governing agencies include the United States Army Corps of Engineers, Louisiana Department of Natural Resources, Louisiana Department of Environmental Quality, United States Coast Guard, Louisiana Department of Wildlife and Fisheries, and the Louisiana State Lands Office.

### **Ronald J. Ventola, Director of Regulatory Services, M.E.**

Mr. Ventola has over thirty years of experience in environmental regulation and management. He was the Chief of the Regulatory Branch, New Orleans District, US Army Corps of Engineers for over twenty-five years. While with the Corps of Engineers, he served as a key member of the Field Review Group that advises the Environmental Laboratory of ERDC on various environmental and regulatory issues and topics. Mr. Ventola also participated in Headquarters task forces and work groups related to regulatory and environmental matters. At ELOS, Mr. Ventola has served as the principal advisor to the technical staff as related to regulatory matters. He has developed strategies to resolve issues with state and federal regulatory agencies and has assisted technical staff in addressing issues raised by these agencies. He has extensive contacts in the regulatory and environmental communities and speaks at professional

meetings on regulatory or environmental topics. Mr. Ventola received his BS in Mechanical Engineering from Louisiana State University and his Master of Engineering in Mechanical Engineering from Tulane University.

#### **Fred Anthamatten, Regulatory Specialist/ Environmental Scientist**

Mr. Anthamatten received his BS in Oceanographic Technology (Biology) from Lamar University in 1976. He spent his professional career serving the public from 1977-2013 with the U.S. Army, Corps of Engineers, Regulatory Branch, Galveston District. Mr. Anthamatten's experience includes working as a field biologist performing investigations along the Texas coast and performing jurisdictional determinations of Section 404 regulated waters. Mr. Anthamatten also served as Chief of the Enforcement Section, Policy Analysis Section, and as the Regulatory Branch Chief for the last seven years of his career. Prior to his retirement in 2013, Mr. Anthamatten managed many complex issues and permit actions, and was instrumental in developing and implementing critical program policies and changes in program regulations for the District. He received numerous awards for his dedication and quality of work in managing several projects and various aspects of the Galveston District Regulatory Branch which ultimately influenced national policy. Recognitions include: Commendations from the Assistant Secretary of the Army and the Corps of Engineers Headquarters, U.S. Department of Justice, U.S. Attorney's Office, Texas Attorney General's Office, and Texas Land Commissioner; Special Commendation, U.S. Attorney's Office, Southern District, 1997; Coastal America Partnership Award, 1999; numerous Commanders' Awards from Chief of Engineers, Deputy Chief/Commanding General, Division Commander, and District Commander. In addition, he received the Texas Association of Environmental Professionals Regulator of the Year, 2009; District Outstanding Media Award, 2009; Employee of the Year, Galveston District, 1993 and 2009; United States Coast Guard Patriotic Employer Award, 2009 and 2013; Supervisor of the Year, Galveston District, 2011; Superior Civilian Service Award, 2013; and the Bronze Order of the de Fleury Medal, 2013. Publications include: Co-author of "Successful Restoration of Filled Wetlands at Four Locations Along the Texas Coast" (*Journal of the Society of Wetland Scientists*, 1981). Co-author of *Wetland Delineating by Means of Tide Gauge*, South Padre Island, Texas (*Proceedings of Wetlands Engineering and River Restoration*, American Society of Civil Engineers, New York, 1998).

#### **Rocky Hinds, Regulatory Specialist/Environmental Scientist**

Mr. Hinds has more than twenty-five years of experience in evaluating and monitoring wetland impacts caused by development projects. For sixteen years he managed the Permits and Mitigation Program for the Department of Natural Resources (DNR), Coastal Management Division. While at DNR, he wrote the Louisiana Coastal Wetlands Conservation and Management Strategy and oversaw the development of the Louisiana Statewide Wetlands Conservation and Management Strategy and a state strategy for the assumption of Section 404 permitting in Louisiana. He has certifications from the Corps and LSU in wetland delineation. Mr. Hinds holds a BS in Zoology from Montana State University and an MS in Physiology from LSU.

#### **Brian Fortson, Senior Environmental Scientist**

Mr. Fortson has nearly 25 years of experience in Federal, State, and Local environmental regulatory processes involved with road, bridge, and drainage civil works infrastructure. Beginning with the initial Parish efforts at developing a local coastal program in 1988, Mr. Fortson acted as Local Coastal Program Administrator under the St. Tammany Parish Local Coastal Program (a localized regulatory program administered under the federal Coastal Zone Management Act). As Coastal and Wetland Environmental Resources Manager for St. Tammany Parish Government, Mr. Fortson supervised a staff of scientists responsible for all field investigations, enforcement and monitoring operations involved with the Parish

Local Coastal Program. Mr. Fortson's primary responsibilities in regard to this program were performing site inspections, permit evaluations, wetland value assessments, and field verifying wetland delineations. As an employee of the St. Tammany Parish Department of Engineering between 1996 and 2013, Mr. Fortson was called upon to review road, bridge and drainage infrastructure projects at the initial level and provide regulatory guidance in the project planning phases of development to ensure environmental compliance. During construction, Mr. Fortson was also expected to conduct frequent field inspections of Parish and private construction projects to monitor environmental compliance. Where and when permits were required, Mr. Fortson supervised the collection of field data, preparation and submittal of wetland determination requests, permit application preparation, and permit negotiations (value assessments, mitigation negotiations, and impact minimization) for most Department of Engineering and Department of Public Works infrastructure efforts. Mr. Fortson's role at St. Tammany has been primarily to coordinate permitting St. Tammany Parish's infrastructure improvements, either in house, or through the use of outside consulting firms. He has experience in Corps Section 10 and Section 404 permitting, Coastal Zone Management Act requirements, Water Quality Certifications, U.S. Coast Guard Bridge Permits, and State of Louisiana Natural and Scenic Rivers Act permitting. Mr. Fortson utilizes his extensive background and experience in the environmental consulting and compliance industry to assist clients at every level of government, as well as clients in the private sector, to reach their project goals.

### **John Johnston III, Senior Geologist**

Mr. Johnston holds undergraduate and graduate degrees in geological sciences from the University of Southern California and the University of Texas and has served as a geologist for Shell Oil Company, Exxon Company, USA, and the Texas Bureau of Economic Geology. He has also served as an adjunct professor, both full-time and part-time, teaching Petroleum Engineering, English, Geography, and Geology at Louisiana State University (LSU) and Geology at the University of Louisiana. Mr. Johnston serves as the chairman of the Louisiana Stratigraphic Commission and is a past president and past director of the Baton Rouge Geological Society. He joined the Louisiana Geological Survey (LGS) from Exxon as a Senior Research Geologist, where he was later named Chief Economic Geologist and then Deputy Director, and also served for several years as the acting head of the LGS. His title changed to Assistant Director when the Louisiana Legislature transferred the LGS from DNR to LSU in 1997. He is the author and/or co-author of a number of publications, including the Official Stratigraphic Charts of Louisiana. His areas of expertise are petroleum geology and environmental geology. LGS emergency support teams under Mr. Johnstons' leadership, detached from the LGS during critical emergencies to report to the Governor's Office of Homeland Security and Emergency Preparedness, have been repeatedly commended for their emergency, scientific support, mapping, and search and rescue efforts during and after hurricanes - including Andrew, Katrina, Rita, Gustav, and Ike - and have been credited with saving lives. Mr. Johnston is a Certified Professional Geologist, holds Louisiana Professional Geoscientist License #1, and is the recipient of a Louisiana Governor's Award for outstanding public service. He was appointed by Governor Jindal to the Louisiana Board of Professional Geoscientists in 2012 and serves as its vice-chairman. He is also a published fiction and non-fiction author and a member of the Science Fiction and Fantasy Writers of America (SFWA) and a recipient of SFWA's Nebula Award.

### **Flynn Daigle, Project Manager/Environmental Specialist**

Mr. Daigle graduated from Louisiana State University in 2005 with a degree in Environmental Management Systems. Since then he has gained extensive experience in many phases of environmental compliance, including National Environmental Policy Act (NEPA), Section 10 and 404 permitting, wetland delineations, Phase I and II Environmental Site Assessments, Executive Order 11988-Floodplain Management, and much more. He joined ELOS after working for BP where he reviewed claims associated with oiled wetlands affected by the Deepwater Horizon oil spill. Mr. Daigle is a Senior Project Manager, who coordinates personnel assignments and allocates resources among concurrent projects to make



sure that the needs of all clients are met in a timely and efficient manner. Along with environmental compliance, he has also developed a strong background in safety compliance through the performance of field and safety compliance checks and meetings. He is a Certified Floodplain Manager under the Association of State Floodplain Managers.

**Patrick MacDanel, NEPA Specialist/Environmental Scientist**

Mr. MacDanel's experience includes more than 37 years of navigating environmental issues, involving approximately six years as an environmental chemist serving the oil and gas industry and other industrial clients; seven years as an engineering technician designing and overseeing oil and gas well completion operations, which included the safe handling and disposal of hazardous materials and wastes generated by well production stimulation techniques; one year in hazardous waste recycling (for fuel recovery); and most recently, 24 years in the environmental consulting industry serving governmental and private industry clients. His most significant expertise is in project management of environmental impact documentation required under the National Environmental Policy Act (NEPA) of 1970, as well as other environmental investigations and planning analyses mandated under various environmental regulations. His NEPA related projects have included governmental actions on the Federal, State and local level, as well as private enterprise actions, where Federal permitting is involved. He has managed the preparation of all levels of NEPA documentation, including Categorical Exclusions (CE or CX), Environmental Assessments (EA), and Environmental Impact Statements (EIS). Federal governmental agencies served have included US Army Corps of Engineers (Districts all over the eastern half of the US), US Forest Service, US Fish & Wildlife Service, US Coast Guard, US Army, US Air Force, Federal Energy Regulatory Commission, Bureau of Indian Affairs, Federal Communications Commission, US Department of Agriculture, and others. State and local governmental agencies served have included several departments of transportation, departments of public works, departments of environmental quality, departments of natural resources, and departments of wildlife management, among others. He has received specialized training in historic properties effects and reporting; pipeline impact assessment, reporting, and management; hazardous materials worker safety; and transportation project impact assessment. He is also a US Navy Vietnam veteran.

**Maria Bernard Reid, NEPA Specialist/Environmental Scientist**

Ms. Reid has over 18 years of experience in National Environmental Policy Act (NEPA) compliance in both the public and private sectors. She managed, planned, and participated in projects requiring protected species surveys, general wildlife inventories, forest inventories, biological assessments (BA), wetland delineations and permitting, Categorical Exclusions (CE), Environmental Assessments (EA), and Environmental Impact Statements (EIS) in Louisiana, Mississippi, Alabama, Michigan, New York, Georgia, Tennessee, Florida, Arkansas, Texas, California, New Mexico, and Arizona. She worked with Federal and state government clients including U.S. Department of the Army, Department of the Navy, Department of Homeland Security, Customs and Border Protection, U.S. Army Corps of Engineers, U.S. Forest Service, and Louisiana DOTD. Ms. Reid earned an MS degree from Louisiana State University in Agricultural Economics and Agribusiness with specialized concentration in Natural Resources Policy and a BS in Forest Management with a minor in Wildlife Management. Her specialized areas of expertise include: protected species surveys and Section 7 consultation, natural resources management, public outreach, and bike/pedestrian transportation projects.

**R. Charles Ellis, Environmental Project Manager; LLM Energy and Environmental Law**

Mr. Ellis has over 25 years of experience in the environmental field. He acted as a Supervisor in the Tulane Environmental Law Clinic from 1994-1996 and was involved in numerous facility siting disputes in that role. He served as the past President of the Environmental Law Section of the Louisiana State Bar

Association and has, in private practice, represented numerous industrial clients in cases involving disputed facility siting and permitting. In his role at ELOS he does not provide legal services; rather, he uses his unique experience to assist in the preparation of permit applications that will best resist challenges by permit opponents. Mr. Ellis was granted the Tulane Environmental Law Fellowship in 1994 and earned a Master of Laws in Energy and the Environment from Tulane University in 1996 (graduating with distinction).

### **Martin “Marty” Healey, R.P.A, Senior Archaeologist**

Mr. Healey holds undergraduate and graduate degrees from the University of Miami where he earned a Bachelor Degree with a double major in Marine Science and Anthropology and a Master Degree in Marine Affairs and Policy, specializing in Submerged Cultural Resource Management and Coastal Zone Management from the University of Miami’s Roenstiel School of Marine and Atmospheric Science (RSMAS). Mr. Healey has accrued 35 years of experience in the studies of both natural and cultural resources during his career working in academia, local and state government, and the private sector, and is well versed in terrestrial and maritime cultural resource management practices. He has served as a Principle Investigator and Project Manager for approximately 35,000 acres of Phase I Cultural Resources Surveys, 40 Phase II Cultural Resource Investigations, conducted reconnaissance surveys, completed 65 Historic Cemetery assessments and management plans, underwater remote sensing surveys, and underwater dive investigations and various research projects for the USACE, DOD, USDA, NRCS, and DHS CBP. Some of Mr. Healey’s other major accomplishments include being employed with the University of Miami’s RSMAS where he held a number of positions over his thirteen year tenure, including: Teaching Assistant, Shipboard Scientific Technician, Dive Safety Officer and Research Associate, and having served as the State of Florida’s State-wide Cultural Resources Manager, overseeing all cultural resources for the Department of Military Affairs facilities within the State. Mr. Healey was also the Coastal Training Program Coordinator for the Guana Tolomato National Estuarine Research Reserve (GTM NERR). He has extensive training through the Department of Defense (DOD) in Section 106 and Section 110 of the National Historic Preservation Act (NHPA), Environmental Quality, Cultural Resources Management, Natural Resource Management, and Risk Communications. He is considered skilled in Government to Government communications under the Native American Graves Protection and Repatriation Act (NAGPRA) and Section 106 of the NHPA as well as other local, state and federal laws and regulations concerning historic resources.

### **Jesse McQuigg, GIS Manager/UAV Operator**

Mr. McQuigg is the GIS Department Manager and certified UAV operator for ELOS. He graduated in May of 2014 with Honors from North Shore Technical Community College, with a degree in Drafting and Design, specializing in AutoCAD. While completing his degree, Mr. McQuigg acquired a position with a local Engineering company as a survey drafter, expanding his knowledge within the Civil/Surveying industry. Since joining the ELOS family, Mr. McQuigg rapidly rose to become the GIS Manager. He is skilled in all aspects of GIS data collection ranging from geospatial analysis to mapping and cartography, AutoCAD software conversions, ArcGIS tools, and online/offline mapping applications. No ELOS project or service is provided without support from GIS. Since taking over as the GIS Department Manager, Mr. McQuigg has implemented cutting edge techniques to enhance ELOS’ services for a wide range of projects including: wetland delineations/jurisdictional determinations, permitting and regulatory compliance, cultural resource management, National Environmental Policy Act (NEPA) compliance and reporting, oyster surveys, and marsh and ridge restoration projects among others. Utilizing his experience in GPS and field data collection techniques, AutoCAD to ArcMap conversion and integration techniques, and mapping and cartographic techniques, Mr. McQuigg has streamlined the data analysis process by implementing updated procedures for ELOS staff. By ensuring that all of the data collected in the field,

including photo documentation, is loaded onto mobile devices, provided to our field crew members, and transmitted via cellular signal and/or WIFI, Mr. McQuigg has ensured that ELOS can deliver data in real-time to office staff, the client's team, or an engineering partner for review and processing, allowing project managers to make corrections/additions to field operations and, in this way, avoid cost/time overruns and missed opportunities. Mr. McQuigg is responsible for review of all ELOS GIS products, ensuring that each product is not only completed in an efficient manner but is professionally presented and highly polished. Mr. McQuigg is also responsible for ELOS' ESRI account, for training of field and office personnel in GIS, and for keeping ELOS up to date on the latest techniques and technologies to serve our clients. His most recent accomplishment is earning his Part 107 certification which allows ELOS to perform remote aerial surveys using drone technology, thereby increasing mapping, research, and data collection capabilities as well as safety, efficiency, and geographic reach while providing a non-invasive method of field investigations.

### **Brittany Berthelot, Environmental Scientist**

Ms. Berthelot is a graduate of Louisiana State University earning an MS degree in Environmental Sciences with a minor in Wetland Science and Management. She also holds a BS degree in Biological Sciences from Southeastern Louisiana University. While earning her master's, Brittany served as an intern with the Coastal Protection and Restoration Authority of Louisiana (CPRA) where she worked with both CPRA and the Louisiana Oil Spill Coordinator's Office (LOSCO) on Natural Resource Damage Assessment (NRDA) projects caused by oil pollution. Her master's thesis, "Impact of Exposure to Weathered Crude Oil and Accumulation of PAHs in Crawfish (*Procambarus clarkii*)" won the Fujisaki Award for outstanding thesis research in the Department of Environmental Sciences, College of Coast and Environment at Louisiana State University in 2017. Brittany has also completed the 38-Hour Army Corps of Engineers Wetland Delineation Training Program and the NHI Course in NEPA evaluation and documentation. At ELOS, she has worked to secure permits and authorizations from regulatory agencies including the U.S. Army Corps of Engineers, Louisiana Department of Natural Resources, Louisiana Department of Environmental Quality, and U.S. Fish and Wildlife Service. She is responsible for the management of ELOS employees to maximize the effectiveness and timeliness of ELOS's work through the appropriate allocation of resources and personnel while also acting as a project manager on many critical initiatives.

### **Adam Trahan, Environmental Scientist/Oyster Biologist**

Mr. Trahan is an Environmental Scientist with experience in estuarine data collection, hydraulic and hydrodynamic modeling support, and Coastal Restoration project support. He is knowledgeable in the operation, maintenance, and calibration of a vast array of hydrologic instrumentation. As a scientific diver, Mr. Trahan provides support for benthic organism collection for population density distribution calculations on identified benthic communities. Mr. Trahan is an Oyster Lease Damage Evaluation Board (OLDEB) oyster biologist and is part of the oyster resource assessment team that works closely with oil and gas companies to evaluate oyster resources on public water bottoms and private leases. Surveys are conducted to define the bottom types present in areas of interest according to protocols established by the Louisiana Department of Wildlife and Fisheries and the Department of Natural Resources OLDEB. A report detailing the findings is filed with LDWF, CPRA, and the client. Mr. Trahan has performed water bottom assessments throughout most of Louisiana's basins. Since joining ELOS, Mr. Trahan has worked in support of various projects which must take benthic communities and impacts to those communities into consideration.

### **Cory Ricks, Environmental Scientist**

Mr. Ricks served as a contracted field team leader for ELOS Environmental, LLC for debris assessment in Livingston Parish during the flood of August 2016. Hired to fill a full-time position as an Environmental

Technician, Mr. Ricks worked on wetlands delineations, requests for jurisdictional determinations, biological surveys, and cultural resource surveys. He was subsequently promoted to Environmental Scientist, and now leads ELOS' wetland delineation efforts for development, mitigation banking, and infrastructure projects. Mr. Ricks also acts as the field team lead for biological surveys for threatened and endangered (T&E) species, migratory and colonial wading birds, and bald eagles, while continuing to support field surveys for cultural resource investigations. Other experience includes Section 404/10 permitting including requesting Section 408 permissions from the USACE for modifications to federal flood protection and navigation projects. Most recently, in order to further enhance his expertise in delineating jurisdictional wetlands, Mr. Ricks completed the 38-Hour Army Corps of Engineers Wetland Delineation Training Program.



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0303    **Version:** 1    **Name:** Authorize PP to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC)

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution authorizing the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

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

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/5/2018	1	Parish President	Introduced	



# St. Charles Parish

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

## Legislation Details

**File #:** 2018-0290    **Version:** 1    **Name:** Supporting authorization to endorse the resubdivision of Lots D-1 and D-2 on Zeller Street with waivers from the required area

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution providing supporting authorization to endorse the resubdivision of Lots D-1 and D-2 on Zeller Street with waivers from the required area and width as requested by Joshua Veillon, Lisa Fontenot & Sandra Robert, et als.

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

**Indexes:**

**Code sections:**

**Attachments:** [2018-0290 Recommendation at a Glance \(2\)](#)  
[2018-0290 Minutes 08.02.18 Fontenot - Roberts](#)  
[2018-0290 LUR PZS 2018-34 \(Fontenot-Robert\)](#)  
[2018-0290 Survey](#)  
[2018-0290 AERIAL PZS-2018-34](#)  
[2018-0290 ZONING PZS-2018-34](#)  
[2018-0290 FLUM PZS-2018-34](#)  
[2018-0290 08.02.18 Approval letter](#)  
[2018-0290 20181008 Veillon endorsement](#)

Date	Ver.	Action By	Action	Result
11/5/2018	1	Parish President	Introduced	
10/15/2018	1	Parish Council		
10/15/2018	1	Parish President	Introduced	
8/2/2018	1	Planning Commission	Rcmd'd Approval w/Stip.	
8/2/2018	1	Department of Planning & Zoning	Rcmd'd Approval w/Stip.	
7/12/2018	1	Department of Planning & Zoning	Received/Assigned PH	

## **RECOMMENDATIONS AT A GLANCE**

PZS-2018-34 requested by Lisa Fontenot & Sandra Robert for a resubdivision adjusting a side lot line and a waiver to the minimum lot size requirement at 147 & 159 Zeller St., Ama. Zoning District R-1A. Council District 2.

### **Planning Department Recommendation:**

Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.

### **Planning Commission Recommendation:**

Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.

Commissioner Booth: Last item on the agenda tonight is PZS-2018-34 requested by Lisa Fontenot & Sandra Robert for a resubdivision adjusting a side lot line and a waiver to the minimum lot size requirement at 147 & 159 Zeller St., Ama. Zoning District R-1A. Council District 2. Yes ma'am, Ms. Stein.

Ms. Stein: Thank you Mr. Chair. This applicant is proposing a minor subdivision. It would correct a discrepancy that's existed since 2007 between the meets and bounds description of both of these lots which are currently, actually not even designated in the meets and bounds legal descriptions in their deeds by any type of lot number, they're actually a portion of Lot 3 and have been sold separately since I think the '70's. In 2007 we did process an application to divide this Lot No. 3 into the 2 lots that were 81 ft. wide for the house numbered 147 and 69 ft. wide for the house number 159. Before those property owners could sell the 19 ft. strip that was the subject of that resubdivision, the property owner at 159 went into foreclosure and the deed that existed before the property is resubdivided is what was foreclosed upon and what was sold and transferred. The wife of the owner of that property is here today and can talk about it some more. The owners of the property at 147 attempted to reclaim that 19 ft. on paper and to correct the deeds and correct this problem in 2009. The application came before the Planning & Zoning Commission, we were almost there and the property owner involved the person that owned the property at 159 who seemed to not support the request at the very last minute. It sat on the table for several months and finally died. The plat that was submitted at that time expired. A plat is good for one year. There are a number of different reasons why a survey plat that is not executed is valid for one year, can't come back with a survey that's 10 years old and request resubdivision of the property. The house at 147, my understanding, it was up for sale recently, this problem was discovered by a title company, the act of sale didn't go through, everybody was surprised, the problem came up again, this is the remedy. We do have the revised plat, it is dated within a year and it's ready to be executed. Unfortunately, at this time we are still lacking the notarized endorsement of one of the property owners, the property owner at 159, his wife is here and may be able to talk to you, but what we're asking is to please approve the subdivision contingent upon getting his notarized endorsement of the request which we're working really hard to get. The request would require approval of a waiver from the required 60 ft. width and 6,000 sq. ft. area for proposed Lot D-2-A, which is house #159.

Commissioner Booth: Thank you ma'am. Public hearing for PZS-2018-34, Lisa Fontenot and Sandra Robert for resubdivision adjusting the lot line, a waiver for the minimum lot size at 147 and 159 Zeller St., Ama. Anyone here to speak for or against this issue? Come up one at a time please. State your name and address for the record.

Lisa Fontenot, 228 Pat's Court, Ama, La. I think I know the most. I think I understand the most out of the whole situation. We actually did in 2010 when the Veillon's bought my house, my aunt had been signed a paper that said they would pull the fence down, that was actually there, I don't know if Planning and Zoning had ever known a fence had been put up by Mr. Ruckman, but we did have Joshua Veillon's signature notarized at that point in time, I actually left that paper in the car, thinking we might not need it but if it helps us get there a little faster maybe we can do that. Our deal was, try to understand that this was a very small area, the street, we measured today is 9.5 ft. wide and we went through all of these things for the square footage and stuff in such a small space. This whole area is going to run into this problem over and over again as time goes by. So we're just hoping to be able to get this done. This estate belongs to 5 people, it's already been too long that we've been trying to sell it. We definitely hope for some kind of approval tonight that we can go ahead with the sale. Do yall have any questions that maybe I can answer?

Commissioner Booth: Thank you ma'am. Next. State your name and address for the record please.

Dwan Veillon, 159 Zeller St. My husband purchased the house before we got married so my name is not on the deed, but he is working in Omaha, NE right now. He works 7 days a week and doesn't get time off unless he is ill so it is very hard for us to try to find any accommodation for him to get anything notarized but I do have our deed from



buying it and I just want to let you know that this is the map that he purchased and he is not asking for any of the extra land, he is completely fine with what he purchased, the 50x82, not the 69. So we have no objections to anything, he has no objections to anything of them reclaiming the land at all.

Commissioner Booth: Ok. Any questions?

Commissioner Galliano: How's the parking, if you put the parking lot right next to that shed, you would have room to park?

Ms. Veillon: I have an intsy, wintsy little car so my car can fit, but the 7 years we've been there, 147 was rented so we just kind of used the space as communal parking but as of right now we'll just have to make due with what we have. Our only concern as the owner is when we purchased it, we didn't have any flags or anything that actually showed us what we purchased so our water meter is flat dead center of our property line next to E-1, so we were kind of concerned about what to do about that because I don't know if our water meter can be on two properties but it's situated, I have pictures that I took before I left, but the flag is right smack in the middle of the water meter. And then also the shed, where the 4-2 is on the side of the red line, there's an overhang and about 1.5 of the overhang is on our property so the man who owned the house before we bought it put a fence along the top and on the little bitty line above the shed and then it wraps around the bottom of the shed onto our property. We have removed all of the front part of the fence and the only fence now is behind the shed and on the back of our property. So when he signed the paper saying to remove the fence, we had the understanding that if the property ever sold that we would have to remove the fence and we have no problem with that but our problem now is where do we put our fence on our property since the overhang on the shed and the cement from the shed is on our physical property. So we had that question and he said since I was here in front of you guys maybe try to ask that, I don't know if that's something for later. But as of the ownership of 19 ft. we do not stake claim to it because we did not purchase that when we purchased the house.

Commissioner Booth: Thank you ma'am.

Ms. Veillon: Thank you.

Commissioner Booth: Yes ma'am. Would you state your name and address for the record.

I'm Sandra Robert, I live at 3202 Stage Road, in Morton, MS. As far as the shed goes, we have talked about it and we have no problem with taking the shed down completely.

Commissioner Booth: Ok. State your name and address for the record please ma'am.

My name is Melanie Robert Calendar, my mother is where it says Newton J. Robert on this side of the map. We don't have a problem with where the line is, that's between those guys; this is alike a family tract but our problem is that we feel like the stakes that were put for the survey is in my parent's yard. So I have a meeting now with the surveyor on August 10<sup>th</sup>. I don't know if the person buying the property will honor what we have always believed was the property line, I don't know what's going to happen but that's my issue and I just wanted that on the record that we have a problem with the property line.

Commissioner Booth: Ok thank you ma'am. Any other questions or comments from the Commission?

Ms. Stein: I can answer the question for parking, which is a good question. The requirement for off street parking space is 19 ft. deep and 8.5 ft. wide. House 159 is 21+ feet away from the street edge so it meets the required 2 parking stalls, it can, even as the site is developed with those feet towards the front.

Commissioner Booth: Ok. Any other questions or comments?

Commissioner Granier: Marny tell me about the 19 ft. again, I got lost somewhere in the deed and the foreclosure.

Ms. Stein: It's a long story

Commissioner Granier: it was originally 19 ft. to the left of the red line?

Ms. Stein: Correct. So there's a dashed line that's long dashes, there's a hatched out 82, that is where the legal lot of record line is. When this Planning Commission creates a lot of record, it's legal, it's real and it exists and it's the property owner's responsibility to get their legal descriptions to match that; they didn't get the legal descriptions to match that and that would have occurred with an act of sale of 19 ft. and a reference to that map with a title company or a lawyer or at an act of closing.

Commissioner Granier: When did it not get

Ms. Stein: 2007 was when the subdivision occurred, by 2009 the lot numbered 159 was foreclosed upon and its legal description was still 50 ft. wide. I can't really answer what happened with the property owners, why it didn't transfer. It is an old family property, it's a family tract, the actual tract is described as fronting on River Road and coming back so there's a lot of family properties here that are kind of cut out of it and not actually resubdivided, they were just sold from one to the other. Like Mrs. Newton Robert was explaining this problem is kind of common on these long tracts.

Commissioner Booth: Any other questions or comments?

Commissioner Granier: The original lots were how wide x how deep?

Ms. Stein: 81 ft. wide, sorry 150 ft. wide x 82 ft. deep around the house numbered 147, but it was not called lot D-1, it's just an area of ground, a portion of lot 3 in Ama. The other property was 50 ft. wide by 82 ft. deep and that was the house numbered 159.

Commissioner Galliano: It was 69 ft. by 82

Ms. Stein: That's what they resubdivided it to in 2007 it became 69 ft. wide for 159 and 81 ft. wide for 147 and you'll see that's the hatched out numbers on the inside of the property line.

Commissioner Booth: You have to come to the microphone please ma'am. I'm sorry. State your name one more time for the record.

Lisa Fontenot, 228 Pats Court, Ama, La. Y'all seem like you're skipping over a step here. The original property back in 1879 was 150 ft., it was sold off of a tract that my grandfather bought or was given. In 1953 it was divided, it was subdivided to give my uncle 50 ft. so then the property became 100 ft. x 82 ft. and then 50 ft. for my Uncle Andrew at 50 ft. x 82 ft. which was fine. His niece inherited the property in '98 when our aunt died. Her husband and her put up something, mortgaged something and lost it. Prior to them losing it my aunt tried to give them a little more space for parking purposes and just in general they were family. She did not realize that she needed to go through certain procedures, she gave them this 19 ft. not understanding that she couldn't just come to Planning and Zoning and make the design on the paper and get it approved, neither followed through, neither bought it, neither donated it, either way nobody did anything. So it sat right there. So in 2007, they're going through all of this foreclosure threat, they come to Planning and Zoning, my aunt comes to Planning and Zoning, she tries to come and do this, now we're really unaware this is all going on and we're all owners already, but she comes to Planning and Zoning and she does all of these things and then she gives the property to the niece. She comes back, finds out they're going to lose it a couple months later and then restart this other process that came through, I think Marny was here through the whole thing and they got denied, she did not follow up with another meeting as far as I understand and in 2010 this came to the table after Robert Ruckman bought this through the sheriff's sale, sheriff's sale sold this property at

50 ft. by 82 ft. Again, we went through the Clerk of Court's office, the paperwork stated the same thing, that man bought it for that. When he found out, and I don't know at what point he found out, because we did not know that this was illegal until we tried to sell it this year, that this was even an issue. So their title company 3 times didn't go through the process of finding out what was really right at 159 Zeller St. or it was never marked properly, only from Planning and Zoning on 147 Zeller St. and nothing showed up at 159 Zeller St. from Planning and Zoning, so you see what I'm saying, it changed both lots legally in the Clerk of Courts office but it didn't change their to where it affected them. It changed ours to read 81 ft. Therefore it looks like to us there's 19 ft. sitting there and nobody really owns it but it's still on the property taxes, it still all goes on 147 Zeller St. because nobody bought it and nobody donated it. So we just think this could be thrown under the table since the people were not aware of what they were doing or nobody gave them the steps, whatever the excuse was, it didn't get transferred and we're just looking to transfer it back. So it did get changed in 1953 and then from there it started rumbling from 2007, but still when they owned it, they bought 50 ft. and they understand that and they actually just got a nice appraisal on the house and property just as it sits. So I really don't see any problems but I did want yall to understand the history of it and that was something that somebody was doing that was unaware of the process that needed to be done.

Commissioner Booth: Ok. Thank you ma'am.

Mr. Albert: I believe the applicant's don't object to the proposal on the application, the department's recommended approval. You have a couple of things, you have a complicated project where you have an issue with transfer of ownership and documents that weren't finalized in the past. The proposed actions here remedy all of the issues, problems and challenges from the past so I think despite the long history of the property, the solution put forth in the application assuming all the documents are signed and everything is recorded as promised and the submission will finally put this issue to rest.

Commissioner Booth: Thank you sir.

Commissioner Frangella: One question is how do we handle the part of the shed on the other property? So is it written anywhere? I know people agree to it but where would it be written that the property would return back?

Ms. Stein: I don't have anything.

Commissioner Frangella: It would be a recommendation? I mean how do you handle that part?

Ms. Fontenot: We didn't want to tear it down but since the property was under contract for sale, we didn't want to just do it without their permission and we didn't find out about his until after they agreed to the sale.

Commissioner Booth: Ok. Thank you. Any other question or comment? Call for the vote.

Commissioner Petit: Billy just for the record, I'm pretty sure my family has some ownership in this so I'm going to abstain.

Commissioner Booth: Ok.

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

Commissioner Booth: Mr. Petit abstain, Mr. Richard not here

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with

all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.

3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.

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

2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet per family; minimum width—sixty (60) feet
  - b. Minimum yard sizes:
    - (1) Front—Twenty (20) feet
    - (2) Side—Five (5) feet
    - (3) Rear—Twenty (20) feet
    - (4) For lots with less than one hundred (100) feet depth, front setback and rear setback shall be twenty (20) percent of lot depth respectively with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings:
    - (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
    - (2) The accessory building shall not exceed two-story construction.
    - (3) Minimum setback of accessory buildings including overhangs, shall be three (3) feet.
    - (4) Nonresidential accessory buildings shall not be permitted.
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than three (3) feet to any property line.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.

<b>ANALYSIS</b>
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The applicant proposes a minor subdivision to correct a discrepancy between the metes and bounds description in the chains of title for two adjoining properties and the corresponding legal lots of record created at the lot owners' request in 2007 (PZS 2007-37).

In 2007, the Department processed an application to divide "Lot No. 3 of the subdivision of certain property described in an act of partition between Raoul Zeringue and co-heirs..." Two properties had been in separate ownership and use within Lot No. 3 since 1953, one 100-feet on Zeller Street by 82-feet deep, the other 50-feet on Zeller Street by 82-feet deep.

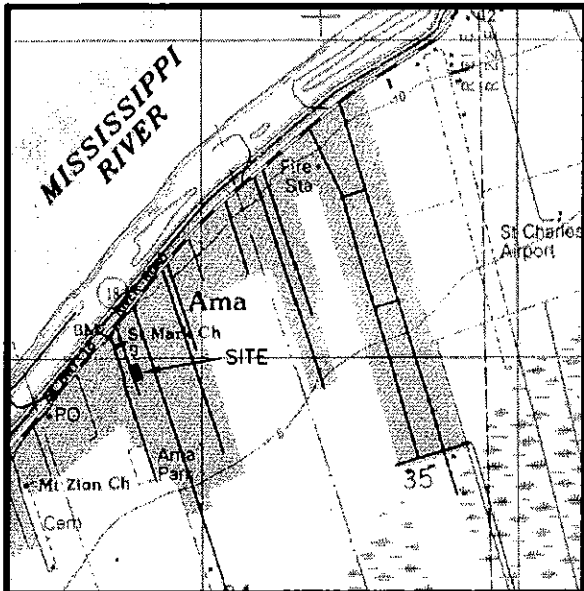
The owners of the larger portion intended to transfer 19' to the owners of the smaller lot. The resubdivision was approved creating lot D-1 with 81-feet on Zeller Street (the house addressed 147) and D-2 with 69-feet on Zeller Street, (the house numbered 159). The owners did not complete the legal transfer the 19' and since 2007, the legal descriptions have not matched the legal lots of record that were created and recorded.

In 2009, the property owners requested a resubdivision to change return the dimensions of the legal lots on a survey to the legal descriptions in the titles. However, the person who owned the portion that was 50-feet on Zeller Street raised concerns that caused the request to be "denied without prejudice"—which was meant to allow the owners to work out the problem and request approval at a later date. The request did not come back to the Planning Commission within a year, and the survey plat expired. The condition continues, and new owners are involved.

At the time of writing this report, the property owners have shown proof of endorsement of the resubdivision by owners of each lot including heirs for Lot D-1 and are waiting for delivery of a new resubdivision plat.

The R-1A zoning district requires a minimum lot area of 6,000 square feet and 60 feet in width. Proposed lot D-2A will *not* meet either requirement. Under the circumstances, the Department recommends approval of the required waivers.

<p><b>DEPARTMENT RECOMMENDATION</b></p> <p><b>Approval of the resubdivision with a waiver from the required 60' width to 50' and the required area from 6,000 square feet to 4,100 square feet, if shown on a current subdivision plat.</b></p>
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VICINITY MAP  
SCALE: 1" = 2000'

APPROVALS:

St. Charles Parish Planning Commission Chairman

Date

St. Charles Parish Council Chairman

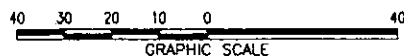
Date

St. Charles Parish President

Date

The reference plat shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.



LA HWY. 18 - RIVER ROAD Side  
(Formerly HWY. 30)

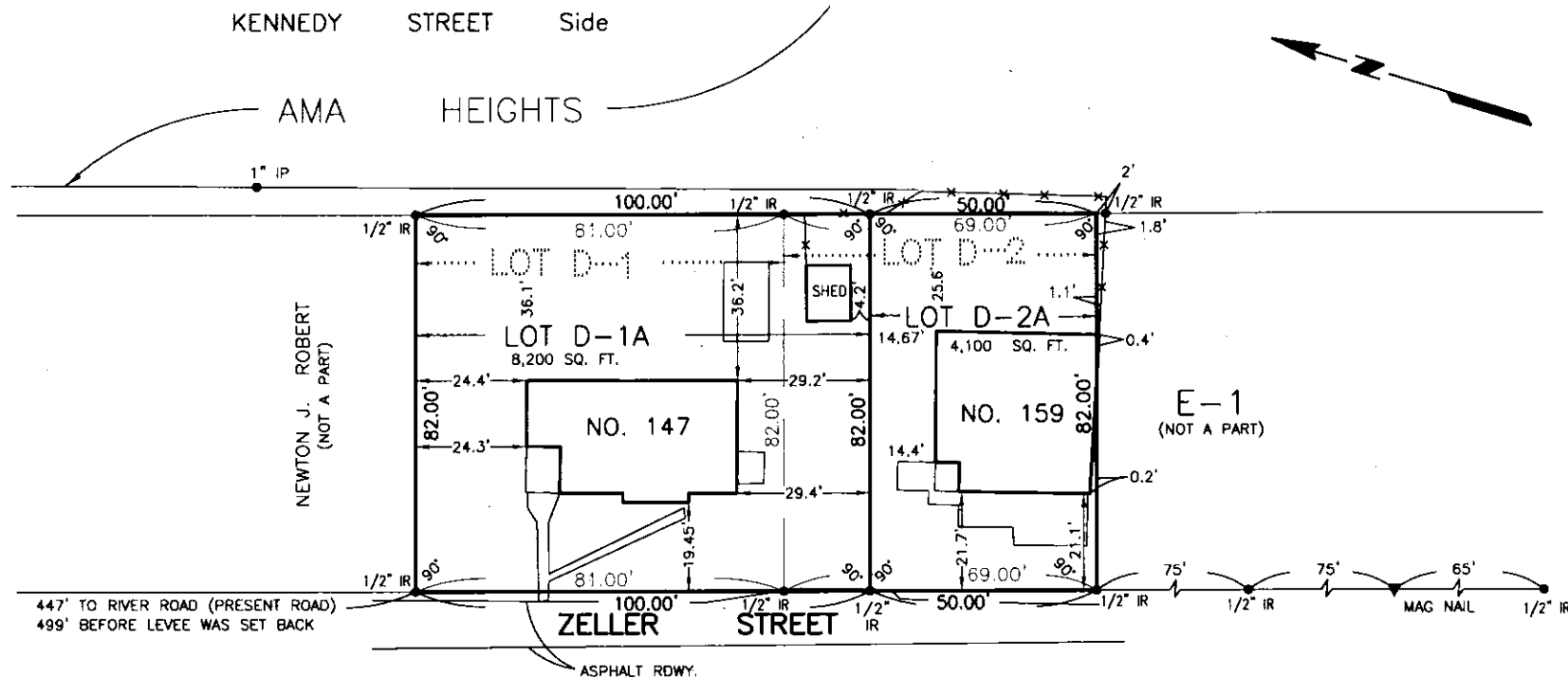
Recorded in The Clerk of Court's office  
St. Charles Parish on the \_\_\_\_\_ day of \_\_\_\_\_, in Book \_\_\_\_\_  
Folio \_\_\_\_\_, Entry # \_\_\_\_\_

Signature Title

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

LEGEND

- = FOUND
- ▼ = MAG NAIL FOUND
- IP = IRON PIPE
- IR = IRON ROD
- X— FENCE



RESUBDIVISION OF LOTS D-1 & D-2  
BEING A PORTION OF A LARGER TRACT  
OF LAND DESIGNATED AS LOT NO. 3  
INTO LOTS D-1A AND D-2A  
IN SECTION 34, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA

SCALE: 1" = 40'

OCTOBER 16, 2009  
UPDATED JULY 27, 2018

CERTIFIED TO ERNESTINE KAPPEL  
& JOSHUA VEILLON

REFERENCE MAPS:

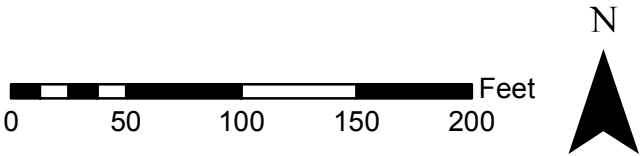
1. MAP BY H. E. LANDRY, DATED FEBRUARY 9, 1956, REVISED MARCH 16, 1956
2. MAP BY LUCIEN C. GASSEN, DATED JULY 22, 1988, REVISED OCT. 28, 1988
3. RESUBDIVISION OF TWO UNNUMBERED LOTS PART OF JOSEPH ZELLER ESTATE BEING A PORTION OF LOT 3 INTO LOTS Z-1 AND Z-2 BY LUCIEN C. GASSEN, DATED MAY 8, 2000
4. RESUBDIVISION OF PROPERTY OF MARY ROBERT, ET AL AND LOT Z-1 PART OF JOSEPH ZELLER ESTATE, BEING A PORTION OF LOT 3 BY LUCIEN C. GASSEN, DATED MARCH 20, 2001
5. RESUBDIVISION OF LOT E BEING A PORTION OF LOT 3 BY LUCIEN C. GASSEN, DATED OCT. 30, 2006
6. RESUBDIVISION OF TWO PORTIONS OF AN UNNUMBERED LOT BEING A PORTION OF A LARGER TRACT OF LAND DESIGNATED AS LOT NO. 3 INTO LOTS D-1 AND D-2 BY LOUIS J GASSEN JR., PLS, DATED MARCH 2, 2007

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

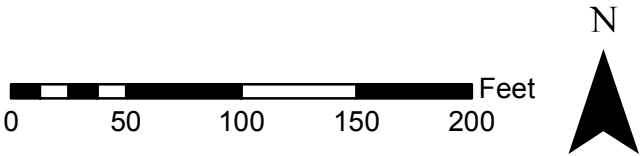
LOUIS J GASSEN JR., PLS  
(985) 785-0839  
Registration No. 4945  
LULING, LOUISIANA 70070

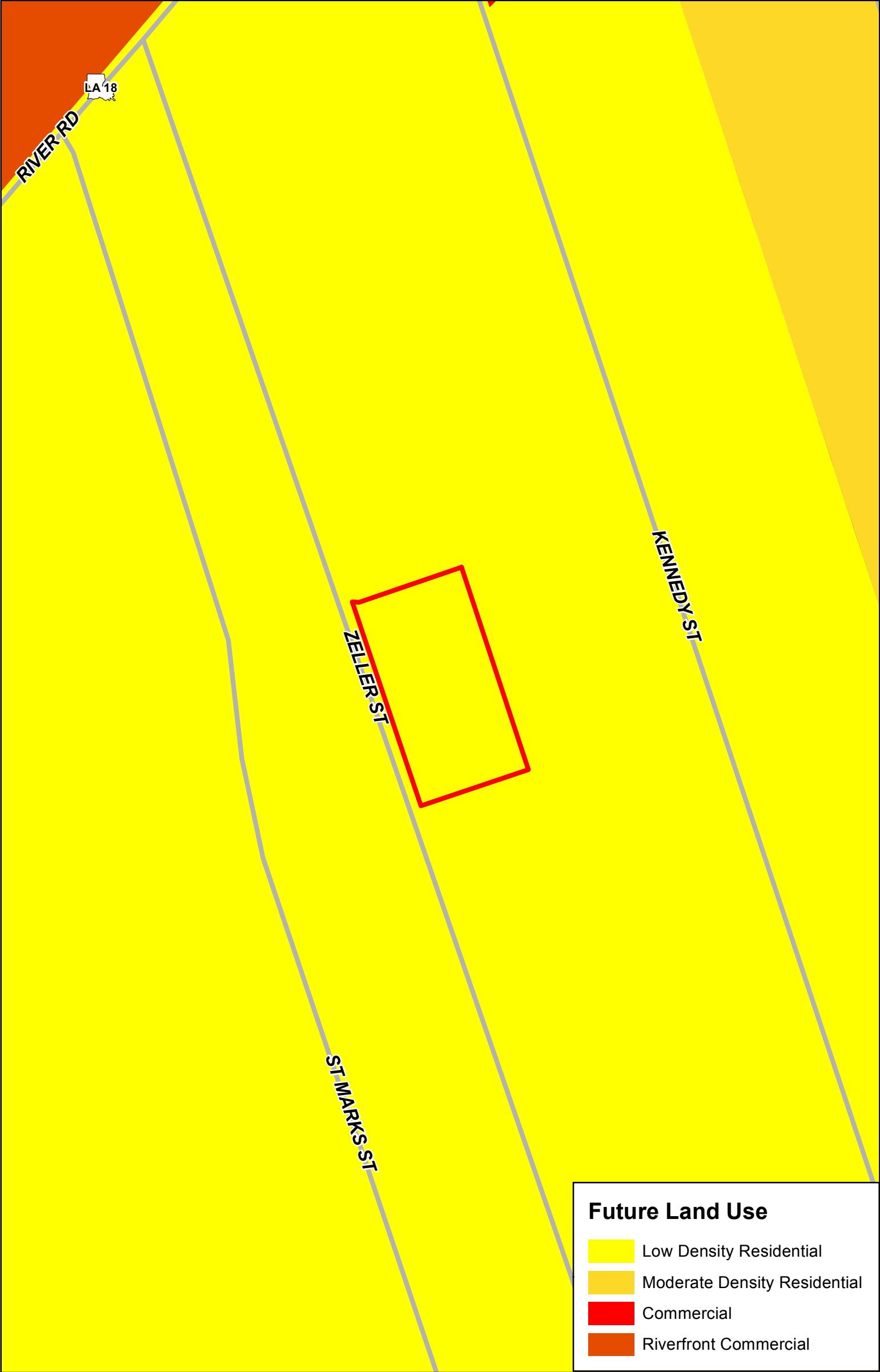
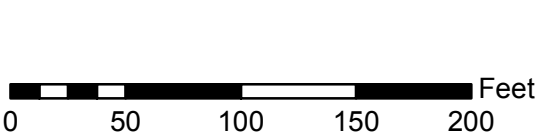


PZS-2018-34  
Requested by: Lisa Fontenot & Sandra Robert  
1 lot into 2













LARRY COCHRAN  
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • Fax: (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

August 3, 2018

Lydia Robert Robert  
c/o Ernestine R. Kappel  
PO Box 118  
Ama, LA 70031

**RE: PZS-2018-34 requested by Lisa Fontenot & Sandra Robert for a resubdivision adjusting a side lot line and a waiver to the minimum lot size requirement at 147 & 159 Zeller St., Ama. Zoning District R-1A. Council District 2.**

Dear Ernestine R. Kappel,

On August 2, 2018 the St. Charles Parish Planning Board of Commissioners **approved** the above referenced request with waivers from the required front yard width from 60 ft. to 50 ft. and from the required lots size of 6,000 sq. ft. to 4,100 sq. ft.

However, the application cannot go forth without the proper notarized endorsements from the property owner at 159 Zeller St., Ama.

Please contact the department with any questions or concerns.

Sincerely,

Michael J. Albert, AICP  
Director



LARRY COCHRAN  
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

## *DEPARTMENT OF PLANNING & ZONING*

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • Fax: (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

August 3, 2018

Sandra Robert  
3202 Stage Rd.  
Morton, MS 39117

**RE: PZS-2018-34 requested by Lisa Fontenot & Sandra Robert for a resubdivision adjusting a side lot line and a waiver to the minimum lot size requirement at 147 & 159 Zeller St., Ama. Zoning District R-1A. Council District 2.**

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However, the application cannot go forth without the proper notarized endorsements from the property owner at 159 Zeller St., Ama.

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Sincerely,

Michael J. Albert, AICP  
Director



LARRY COCHRAN  
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PLANNING & ZONING

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(985) 783-5060 • Fax: (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

August 3, 2018

Lisa Fontenot  
PO Box 118  
Ama, LA 70031

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Please contact the department with any questions or concerns.

Sincerely,

Michael J. Albert, AICP  
Director



**St. Charles Parish**  
**Department of Planning and Zoning**  
 PO Box 302 • Hahnville, LA • 70047 Phone (985) 783-5060 • Fax (985) 783-6447

**APPLICATION FOR SUBDIVISION OR RESUBDIVISION**

PZS CASE: _____	RECEIPT: _____	DATE: _____
FLOODPLAIN DESIGNATION: _____	ZONING DISTRICT: _____	

PROPERTY OWNER: Lisa Fontenot	PROPERTY OWNER: Sandra L Robert (Robert Fly Trust)
MAILING ADDRESS: P.O. Box 118	MAILING ADDRESS: 3202 Stage Road
Ama, LA 70031	Morton, MS 39117
PHONE: 504-450-2253	PHONE: 604-946-7949
EMAIL: lzfontenot@gmail.com	EMAIL: srobert8376@gmail.com

MUNICIPAL ADDRESS OF PROPERTY: \_\_\_\_\_  
147 Zeller Street/159 Zeller Street Town Ama

GENERAL LOCATION (IF NO ADDRESS HAS BEEN ASSIGNED): PROPERTY IS LOCATED ON THE (N, S E, W) SIDE OF \_\_\_\_\_ STREET, APROXIMATELY \_\_\_\_\_ FEET (N, S, E, W) OF \_\_\_\_\_ STREET (NEAREST INTERSECTING STREET)

ACREAGE OR PROPERTY SIZE (SQUARE FEET): 8200/4100

SURVEYOR: Louis J. Gassen, Jr. DATE OF SURVEY: \_\_\_\_\_

DEED OR DEEDS ARE RECORDED IN THE CLERK OF COURTS OFFICE:  
 (NOTE: METES AND BOUNDS DESCRIPTION OF THE ENTIRE HOLDING INCLUDING DEED RESTRICTIONS, EASEMENTS, SERVITUDES, ETC. MUST BE ATTACHEHD TO APPLICATION)

COB _____	FOLIO _____	DATE _____
COB _____	FOLIO _____	DATE _____
COB _____	FOLIO _____	DATE _____

HAVE ALL TAXES HAVE BEEN PAID? Yes IF NOT, PLEASE STATE EXCEPTIONS: \_\_\_\_\_

IF THERE ARE SERVITUDES OR EASEMENTS AGAINST THE LAND, SPECIFY: \_\_\_\_\_

I/we swear to be the sole owner/s of the property described in this application for resubdivision: I/we endorse this application.

<u>Joshua J. Veillon</u> (PROPERTY OWNER) <del>Ernestine R. Kappel</del>	
<u>Lisa Z. Fontenot</u> (PROPERTY OWNER)	<u>Ernestine R. Kappel</u> (PROPERTY OWNER)
<u>Sandra L. Robert</u> (PROPERTY OWNER)	<u>Lydia R. Robert</u> (PROPERTY OWNER)

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

*Sworn to and subscribed before me Notary, by Joshua J. Veillon on October 8, 2018*

ALL owners listed on the deed or deeds MUST endorse the the person who signs the application (additional endorsement forms are available upon request).

**ABBEY A. MACK**  
 Notary Public  
 LA Bar Roll No. 9621  
 My Commission expires with life





**AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

**BEFORE ME**, a Notary Public, duly commissioned and qualified in and for the Parish of Jefferson, State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared:

**JOSHUA J. VEILLON**, a person of the full age of majority and a resident in St. Charles Parish, State of Louisiana, who declared unto me Notary that he has been married but once and then to Dwan Pitre, with whom he is living and residing, whose mailing address is 159 Zeller Street, Ama, LA 70031, hereinafter sometimes referred to as "Appearer"

who, after being first duly sworn according to law, did depose and say that:

By these presence Appearer hereby acknowledges and declares that he is the legal owner of 159 Zeller Street, Ama, LA, which is a portion of a tract of ground in the Village of Ama, designated as portion of Lot No. 3 measuring 50 feet front on Zeller Street, same width in the rear by a depth of 82 feet between equal and parallel lines.

Joshua Veillon purchased 159 Zeller Street, Ama, LA, from Robert A. Ruckman on May 28, 2010, which act of sale is recorded at COB 743, folio 775 of the records of St. Charles Parish, Louisiana.

Joshua Veillon hereby acknowledges and declares that he is aware an application for a resubdivision has been made by the owners of 147 Zeller to create Lot D-1A measuring 100 feet front on Zeller Street same width in the rear by a depth of 82 feet between equal and parallel lines bearing municipal number 147 Zeller Street Ama, Louisiana and Lot D-2A measuring 50 feet front on Zeller Street, same width in the rear by a depth of 82 feet between equal and parallel lines bearing municipal number 159 Zeller Street, Ama, Louisiana.


Joshua Veillon hereby authorizes and consents to the resubdivision of property he owns bearing municipal number 159 Zeller Street, Ama, Louisiana as reflected above and as shown on the plat by Louis J. Gassen, Jr., PLS, dated October 16, 2009 and updated July 27, 2018 as requested in PZS 2108-34.

Thus done and signed in Destrehan, Louisiana on the 8<sup>th</sup> day of October, 2018 in the presence of the undersigned competent witnesses, who hereunto sign their names with said Appearer and me, Notary, after due reading of the whole.

WITNESSES:

  
Donna Hofmann

  
Robin LeNormand

  
ABBEY A. MACK  
NOTARY PUBLIC

  
JOSHUA J. VEILLON

ABBEY A. MACK  
Notary Public  
LA Bar Roll No. 9621  
My Commission expires with life





# St. Charles Parish

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

## Legislation Details

<b>File #:</b>	2018-0302	<b>Version:</b>	1	<b>Name:</b>	Resubdivision of Lots 19, 20, 21, 22, 23, 24, Square 104, Ellington Plantation Subdivision, 208 Third Street, 510 Milling Street, and 512 Milling Street, with a waiver from the required width
<b>Type:</b>	Resolution	<b>Status:</b>			In Council - Resolutions
<b>File created:</b>	11/5/2018	<b>In control:</b>			Parish Council
<b>On agenda:</b>	11/5/2018	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	A resolution providing supporting authorization to endorse the resubdivision of Lots 19, 20, 21, 22, 23, 24, Square 104, Ellington Plantation Subdivision, municipal address 208 Third Street, 510 Milling Street, and 512 Milling Street, with a waiver from the required width as requested by Bourgeois Family Trust and AAA Family Trust.				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Planning & Zoning				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2018-0302 Recommendation at a Glance (Bourgeois AAA)</a> <a href="#">2018-0302 Minutes 10.11.18 Bourgeois AAA</a> <a href="#">2018-0302 LUR PZS 2018-45 (Bourgeois-AAA)</a> <a href="#">2018-0302 Plat PZS-2018-45</a> <a href="#">2018-0302 PZS-2018-45 AERIAL</a> <a href="#">2018-0302 PZS-2018-45 ZONING</a> <a href="#">2018-0302 PZS-2018-45 FLUM</a>				

Date	Ver.	Action By	Action	Result
11/5/2018	1	Parish President	Introduced	
10/11/2018	1	Department of Planning & Zoning	Recommended Approval	
10/11/2018	1	Planning Commission	Recommended Approval	
8/17/2018	1	Department of Planning & Zoning	Received/Assigned PH	



**RECOMMENDATIONS AT A GLANCE**

PZS-2018-45 requested by Bourgeois Family Trust & AAA Family Trust for resubdivision of six Lots 19-24, Sq. 104 Ellington Add to Luling into five lots with a waiver from the required 60-foot width for one lot. Properties between 208 Third St. and 512 Milling Ave, Luling.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

Commissioner Booth: Next item on the agenda is PZS-2018-45 requested by Bourgeois Family Trust & AAA Family Trust for resubdivision of six Lots 19-24, Sq. 104 Ellington Add to Luling into five lots with a waiver from the required 60-foot width for one lot. Properties between 208 Third St. and 512 Milling Ave, Luling. Zoning District R-1A. Council District 2. Yes Sir.

Mr. Welker: This is a subdivision that's taking 6 lots and reducing the amount of lots to 5 which normally would not come before the Planning Commission as a minor subdivision but because one of the lots, Lot 20A, will come in at 50 ft. wide, this does not meet the minimum 60 ft. width for the R-1A zoning district so a waiver is being requested which requires coming before this board and also go before the Council. The other lots, 19A, 21A, 23A and 24A meet the minimum width and area requirements for the R-1A zoning district which is 60 ft. and 6000 sq. ft. All existing structures meet the setback requirements of the R-1A district except for the house and shed on proposed Lot 24A, these are existing non-conformities that can't be corrected as the result of the resubdivision and they will also not be increased with the resubdivision. The Ellington Addition subdivision was platted back in the 1920's with lots measuring 50 ft. wide and 150 ft. deep. The majority of the lots in the area remain as they are originally platted with the 50 ft. width and developed with the 50 ft. width. The department does recommend approval contingent upon the waiver from the required 60 ft. width to the 50 ft. width on proposed lot 20A.

Commissioner Booth: Ok thank you Sir. This is a public hearing for PZS-2018-45 where this resubdivision is mentioned. Anyone here to speak for or against this particular issue? State your name and address for the record please Sir.

Terry Bourgeois, 330 Davis Drive, Luling. I don't have a lot to add, he pretty much summed it up. Other than the lot we're asking for the waiver, it does meet the square footage requirement, it just doesn't meet the minimum frontage. It's a complete disaster because of zoning back then and we're trying to clean everything up and we're hoping to keep it in the family, we have a big family, I have 10 brothers and sisters and I can't even tell you how many nieces and nephews, but I appreciate approval and if yall have any questions I'll try to answer them.

Commissioner Booth: Any questions for the applicant? Thank you Sir. Anyone else here to speak for or against this particular issue? Seeing none, the public hearing is closed. We'll call for the vote, contingent on the waiver of the required 60 ft. width to 50 ft. for Lot 20A. Cast your vote.

YEAS: Gordon, Petit, Granier, Booth, Galliano  
NAY: Richard  
ABSENT: Frangella

Commissioner Booth: That passes unanimously with Mr. Richard voting Nay.



◆ **Utilities**

The neighborhood is developed, including three residences on the subject site, and served by existing utilities.

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

**Appendix C. Section II. Subdivision Procedure** *C. Minor Resubdivisions.*

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.

3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:

- a. Location of the property.
- b. Name(s) and address(es) of the owners.
- c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
- d. Existing property lines and lot numbers, including names and width of adjoining streets.
- e. Proposed property lines and revised numbers of proposed lots.
- f. Location and dimensions of existing buildings.
- g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
- h. Existing lakes and ponds.
- i. North arrow and scale.
- j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
- k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.

**III. - Geometric standards.**

C. Lots:

1. Size. The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.
  - a. Corner Lot. Corner lots shall have extra width to permit setback lines on the side of the lots adjacent to a side street. The extra width shall be sufficient to allow the lot to meet the minimum zoning requirements of the St. Charles Parish Zoning Ordinance excluding the side street setback distance.
  - b. Width. The lot width at the minimum building setback line shall not be less than that specified by the St. Charles Parish Zoning Ordinance.
2. Lot Lines. All lot side lines shall be at right angles to straight street lines or radial to curved street lines unless a variation is approved in writing by the Commission.
3. Large Lots. When a parcel of land is subdivided into large lots, the Commission may require the shape and dimensions of the lots arranged so that resubdivision of any lots will meet the requirements of these Regulations and the St. Charles Parish Zoning Ordinance.

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

2. Spatial Requirements:

- a. Minimum lot size: Six thousand (6,000) square feet per family; minimum width—sixty (60) feet
- b. Minimum yard sizes:
  - (1) Front—Twenty (20) feet
  - (2) Side—Five (5) feet
  - (3) Rear—Twenty (20) feet
  - (4) For lots with less than one hundred (100) feet depth, front setback and rear setback shall be twenty (20) percent of lot depth respectively with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
  - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
- c. Accessory buildings:
  - (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
  - (2) The accessory building shall not exceed two-story construction.
  - (3) Minimum setback of accessory buildings including overhangs, shall be three (3) feet.
  - (4) Nonresidential accessory buildings shall not be permitted.
- d. Permitted encroachments:

- (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than three (3) feet to any property line.
- (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.

**ANALYSIS**

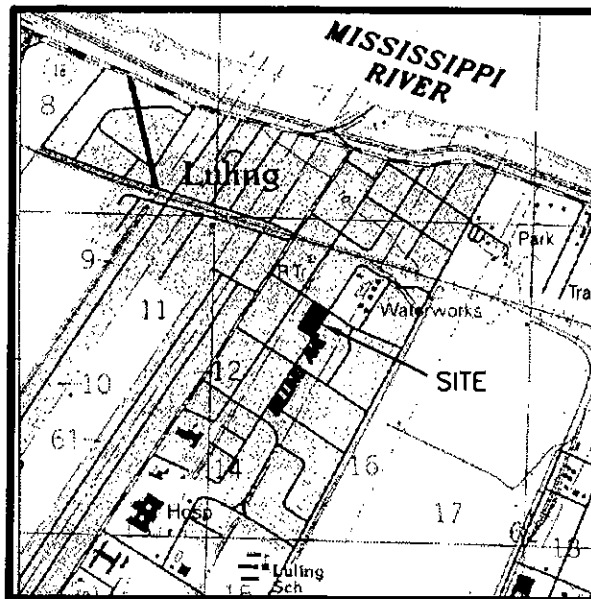
The applicant proposes a minor resubdivision that will reconfigure six (6) lots into five (5). The request comes before the Planning Commission because proposed lot 20A is 50 feet wide, which does not meet the minimum 60-foot width requirement for the R-1A zoning district.

Lots 19A, 21A, 23A, and 24A meet the minimum width and area requirements for the R-1A zoning district (60 feet wide / 6,000 square feet). All existing structures meet the setback requirements of the R-1A district except for the house and shed on proposed Lot 24A. This existing non-conformities cannot be corrected by a resubdivision. It will not be exacerbated by the proposed resubdivision.

The Ellington Addition Subdivision was platted in the 1920s with lots measuring 50 feet wide and 150 feet deep. The majority of the lots in the area remain as they were platted and have been developed at the original 50 foot width.

**DEPARTMENT RECOMMENDATION**

**Approval, contingent upon a waiver from the required 60-foot width to 50-feet for proposed Lot 20A.**



VICINITY MAP  
SCALE: 1" = 2000'

APPROVALS:

St. Charles Parish Planning and Zoning  
Commission Chairman

Date

St. Charles Parish Council Chairman

Date

St. Charles Parish President

Date

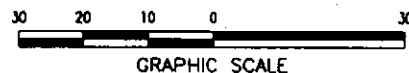
FOURTH  
STREET

REFERENCE PLAN:

1. ELLINGTON ADDITION TO THE TOWN OF LULING BY JAMES S. WEBB, DATED JULY 14, 1921, REVISED JAN. 30, 1923 AND JAN. 15, 1925
2. MAP OF A PORTION OF ELLINGTON PLANTATION BY JAMES S. WEBB, DATED AUGUST 2, 1927
3. SURVEY OF LOTS 19, 20, 21, 22 & 23, SQUARE 104 ELLINGTON ADDITION TO THE TOWN OF LULING BEING A SUBDIVISION OF A PORTION OF ELLINGTON PLANTATION BY LUCIEN C. GASSEN SURVEYING SERVICES, LOUIS J. GASSEN JR., PLS, DATED JULY 11, 2018

The reference plat shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.



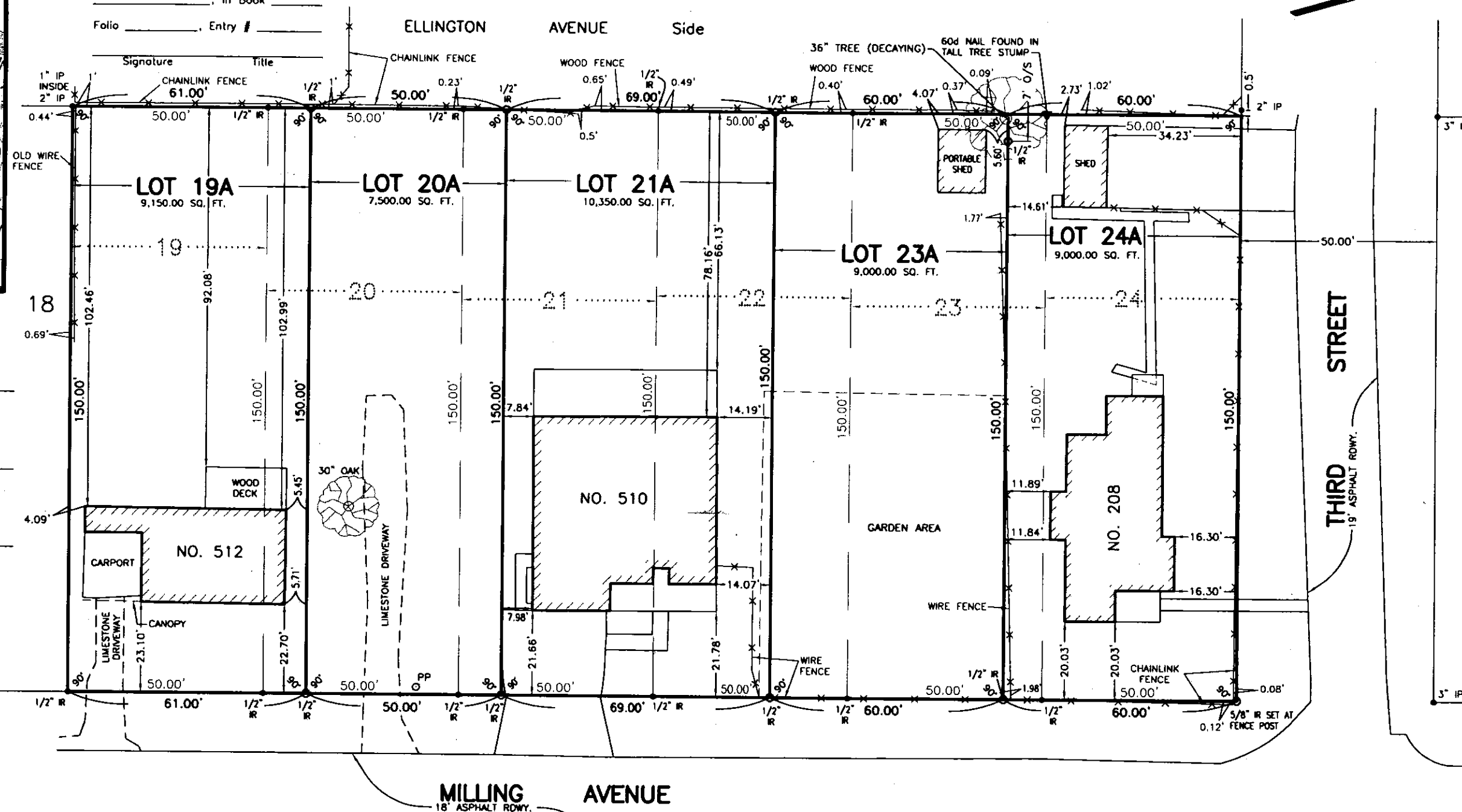
NOTE:

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

LEGEND

- = FOUND
- = IRON ROD SET
- ▼ = 60d NAIL FOUND
- IP = IRON PIPE
- IR = IRON ROD
- PP = POWER POLE
- O/S = OFFSET
- X— = FENCE

Recorded in The Clerk of Court's office  
St. Charles Parish on the \_\_\_\_\_ day of \_\_\_\_\_  
in Book \_\_\_\_\_  
Folio \_\_\_\_\_, Entry # \_\_\_\_\_



RESUBDIVISION OF LOTS 19, 20, 21, 22, 23 & 24, SQUARE 104

ELLINGTON ADDITION TO  
THE TOWN OF LULING  
BEING A SUBDIVISION OF A PORTION  
OF ELLINGTON PLANTATION  
INTO LOTS 19A, 20A, 21A, 23A & 24A  
IN SECTIONS 13, 14 & 15, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA

SCALE: 1" = 30'

AUGUST 8, 2018

CERTIFIED TO BOURGEOIS FAMILY TRUST



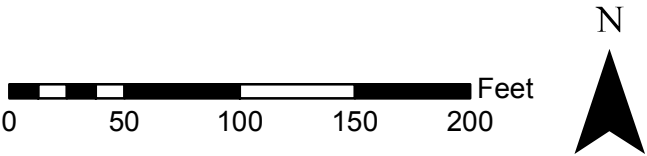
I certify that this plat represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

LOUIS J. GASSEN, JR., PLS  
Registration No. 4945  
(985) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070

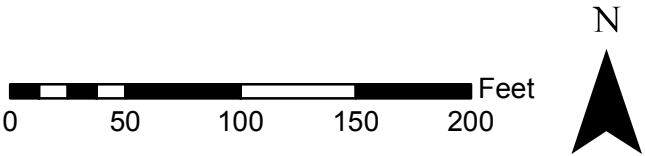
LUCIEN C. GASSEN  
SURVEYING SERVICES







PZS-2018-45  
Requested by: Bourgeois Family-AAA Family  
Minor Subdivision with Variation to lot width





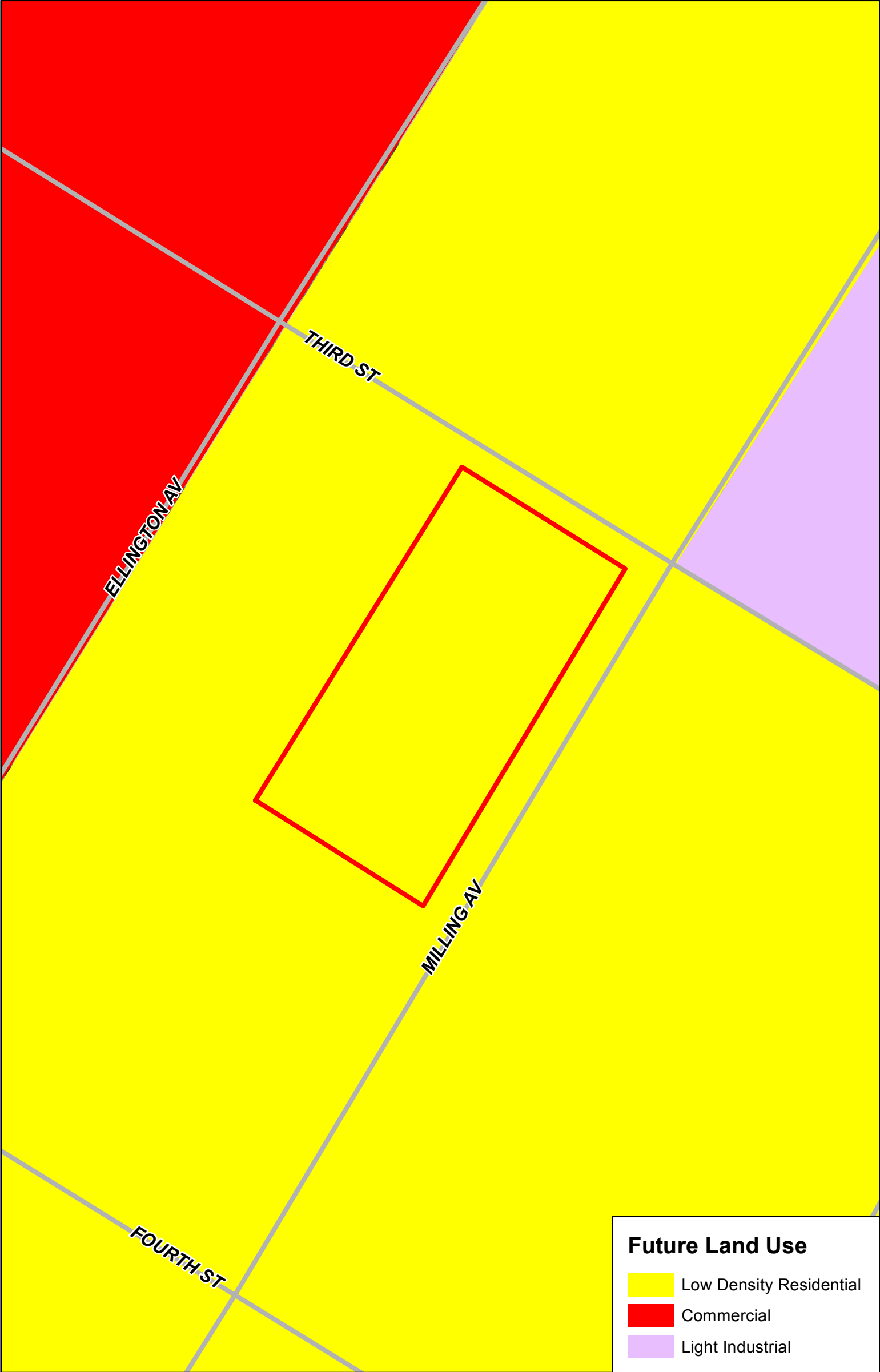
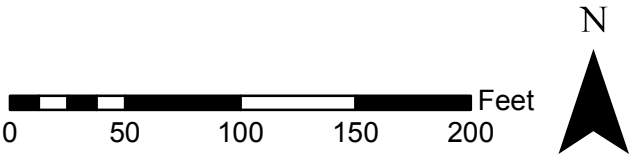


**Zoning Districts**

	C2
	CR1
	M1
	R1A



PZS-2018-45  
Requested by: Bourgeios Family-AAA Family  
Minor Subdivision with Variation to lot width





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St. Charles Parish  
Courthouse  
15045 Highway 18  
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985-783-5000  
[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2016-0157    **Version:** 5    **Name:** Creation of a HRC Review Committee to review the SCP HRC and provide the PC with recommendations on charter amendments that the Committee finds warranted

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

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution calling for the creation of a Home Rule Charter Review Committee that is to review the St. Charles Parish Home Rule Charter and is to provide the Parish Council with recommendations on charter amendments that the Committee finds warranted for consideration by the Parish Council in order to provide for the betterment of the local governance of St. Charles Parish.

**Sponsors:** Paul J. Hogan

**Indexes:** Home Rule Charter

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/5/2018	5	Council Member(s)	Introduced	
11/13/2017	4	Parish Council	Postponed Indefinitely	Pass
11/13/2017	4	Parish Council	Postponed Indefinitely	
11/13/2017	4	Council Member(s)	Introduced	
10/2/2017	3	Parish Council	Postponed Indefinitely	Pass
10/2/2017	3	Parish Council	Postponed Indefinitely	
10/2/2017	3	Council Member(s)	Introduced	
5/2/2016	2	Parish Council	to extend time an additional three minutes	Pass
5/2/2016	2	Parish Council	Time Extended	
5/2/2016	2	Parish Council	Approved	Fail
5/2/2016	2	Parish Council	Failed	
5/2/2016	2	Council Member(s)	Introduced	
4/14/2016	1	Legislative Committee	Discussed.	



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## Legislation Details

**File #:** 2018-0304    **Version:** 1    **Name:** Council Ex-Officio Appointment to the Housing Authority  
**Type:** Appointment by Motion    **Status:** In Council - Appointments  
**File created:** 11/5/2018    **In control:** Parish Council  
**On agenda:** 11/5/2018    **Final action:**  
**Enactment date:** Yes  
**Title:** Council Ex-Officio Appointment to the Housing Authority.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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



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## Legislation Details

**File #:** 2018-0305    **Version:** 1    **Name:** Executive Session: 29th JDC No. 80,377 - Lafourche Basin Levee District vs. Ridgeland-WBHPL

**Type:** Special Matter    **Status:** In Council - Special Matters

**File created:** 11/5/2018    **In control:** Parish Council

**On agenda:** 11/5/2018    **Final action:**

**Enactment date:**    **Yes**

**Title:** Executive Session: 29th JDC No. 80,377 - Lafourche Basin Levee District vs. Ridgeland-WBHPL

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

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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## Legislation Details

**File #:** 2018-0306    **Version:** 1    **Name:** Review 2019 Parish Council Meeting Schedule [Adopt November 26, 2018]  
**Type:** Special Matter    **Status:** In Council - Special Matters  
**File created:** 11/5/2018    **In control:** Parish Council  
**On agenda:** 11/5/2018    **Final action:**  
**Enactment date:** Yes  
**Title:** Review 2019 Parish Council Meeting Schedule [Adopt November 26, 2018]  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019 PC Schedule](#)  
[2019 Color Coded Calendar with explan](#)

Date	Ver.	Action By	Action	Result
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# **2019**

## **MEETING SCHEDULE**

ST. CHARLES PARISH COUNCIL  
6:00 P.M.  
COUNCIL CHAMBERS  
COURTHOUSE, HAHNVILLE

JANUARY 7  
JANUARY 22

JULY 1  
JULY 22

FEBRUARY 4  
FEBRUARY 18

AUGUST 5  
AUGUST 19

MARCH 11  
MARCH 25

SEPTEMBER 9  
SEPTEMBER 23

APRIL 8  
APRIL 22

OCTOBER 7  
OCTOBER 21

MAY 6  
MAY 20

NOVEMBER 4  
NOVEMBER 18

JUNE 3  
JUNE 17

DECEMBER 2  
DECEMBER 16

### **EXPLANATION OF DEVIATIONS**

- (1) January 21 - (Jan. 22) Martin Luther King, Jr. Day Holiday
- (2) March 4 - (March 11) NACo Legislative Conference (March 2-6)
- (3) March 18 - (March 25) NACo Legislative Conference (March 2-6)
- (4) April 1 - (April 8) NACo Legislative Conference
- (5) April 15 - (April 22) NACo Legislative Conference
- (6) July 15 - (July 22) NACo Annual Conference (July 12-15)
- (7) September 2 - (Sept. 9) Labor Day Holiday
- (8) September 16 - (Sept. 23) Labor Day Holiday

2019													
JANUARY							JULY						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30	31			28	29	30	31			
FEBRUARY							AUGUST						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2					1	2	3
3	4	5	6	7	8	9	4	5	6	7	8	9	10
10	11	12	13	14	15	16	11	12	13	14	15	16	17
17	18	19	20	21	22	23	18	19	20	21	22	23	24
24	25	26	27	28			25	26	27	28	29	30	31
MARCH							SEPTEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													
APRIL							OCTOBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6			1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29	30					27	28	29	30	31		
MAY							NOVEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
JUNE							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													
PARISH COUNCIL MEETINGS													
PARISH GOVERNMENT HOLIDAYS													
POLICE JURY CONVENTION (FEB. 13-15)													
NACo LEGISLATIVE CONFERENCE (MARCH 2-6)													
NACo ANNUAL CONFERENCE (JULY 12-15)													

Council Meeting Deviations:

January 21 - (Jan. 22) Martin Luther King, Jr. Day Holiday  
March 4 & 18 (March 11 & 25) NACo Legislative Conf.  
April 1 & 15- (April 8 & 22) NACo Legislative Conf.  
July 15 - (July 22) NACo Annual Conference  
Sept. 2 & 16 - (Sept. 9 & 23) Labor Day Holiday

Parish Government Holidays:

T, January 1, New Year's Day  
M, January 21, Martin Luther King, Jr. Day  
M, March 4, President's Day (Feb. 18)  
T, March 5, Mardi Gras Day  
F, April 19, Good Friday  
M, May 27, Memorial Day  
Th, July 4, Independence Day  
M, September 2, Labor Day  
M, November 11, Veterans Day  
Th, November 28, Thanksgiving Day  
F, November 29, Day after Thanksgiving  
T, December 24, Christmas Eve  
W, December 25, Christmas Day  
T, December 31, New Year's Eve

Police Jury Convention:

February 13-15  
Lake Charles, LA

NACo Legislative Conference:

March 2-6  
Washington, D.C.

NACo Annual Conference:

July 12-15  
Las Vegas, Nevada