



St. Charles Parish

Supplemental Agenda

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

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*

Monday, November 5, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

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

- S* 1** 2018-0254 An ordinance to approve and authorize the Parish President to accept the donation of improvements of the "up ramp access" to the Pedestrian/Bicycle Path on the crown of the Mississippi River in New Sarpy, St. Charles Parish, Louisiana, from Valero Refining-New Orleans, L.L.C. which property is more particularly described in the Donation Agreement attached hereto and made a part hereof.

Sponsors:

Mr. Cochran

Legislative History

| | | |
|---------|------------------|--|
| 9/17/18 | Parish President | Introduced |
| 9/17/18 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
| 10/1/18 | Parish Council | Public Hearing Requirements Not Satisfied Chairman Gibbs stated the Administration requested that File No. 2018-0254 be Postponed Indefinitely. |
| 10/1/18 | Parish Council | Postponed Indefinitely |
| 10/1/18 | Parish Council | Postponed Indefinitely |

- S* 5** 2018-0310 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring.

Sponsors:

Mr. Cochran and Department of Planning & Zoning

Legislative History

| | | |
|---------|---------------------------------|----------------------|
| 9/27/18 | Department of Planning & Zoning | Received/Assigned PH |
|---------|---------------------------------|----------------------|

| | | |
|---------|---------------------------------|---|
| 11/1/18 | Department of Planning & Zoning | Recommended Denial to the Planning Commission |
| 11/1/18 | Planning Commission | Recommended Denial to the Parish Council |

S* 7 2018-0311

A ordinance to approve and authorize the execution of a Contract with Magee Excavation & Development, LLC, for the construction of the St. Charles Parish East Bank Multi-Use Path, Phase VI, State Project No. H.009763, Federal Aid Project No. H009763, extending from the West Guide Levee of the Bonnet Carre Spillway in Montz to the St. John the Baptist Parish line.

Sponsors: Mr. Cochran and Department of Public Works

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

CIVIL SERVICE BOARD: Tuesday, 11/13/18, 6:30PM, Council Chambers - CANCELLED

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.

2018-0254

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to accept the donation of improvements of the "up ramp access" to the Pedestrian/Bicycle Path on the crown of the Mississippi River in New Sarpy, St. Charles Parish, Louisiana, from Valero Refining-New Orleans, L.L.C. which property is more particularly described in the Donation Agreement attached hereto and made a part hereof.

WHEREAS, Valero Refining-New Orleans, L.L.C., as a community improvement project, built an "up ramp" for pedestrian and bicycle access to the existing Pedestrian/Bicycle Path for the benefit of the citizens of New Sarpy, of St. Charles Parish and the public in general; and,

WHEREAS, all necessary approvals from the Department of Transportation, Army Corp of Engineers, the Office of Coastal Management and the Pontchartrain Levee District have been obtained and the improvements are complete; and,

WHEREAS, St. Charles Parish's acceptance of this "up ramp" is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute the Donation Agreement attached hereto and made a part hereof, from Valero Refining-New Orleans, L.L.C.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said donation of improvements.

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

And the ordinance was declared adopted the _____ 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: _____

DONATION AGREEMENT

This Donation Agreement (this "Agreement") is entered into effective as of the ____ day of _____, 2018 ("Effective Date") by and between VALERO REFINING-NEW ORLEANS, L.L.C., a Delaware limited liability company (the "Company") and ST. CHARLES PARISH, a political subdivision of the State of Louisiana ("Recipient").

RECITALS

A. The Company, as a community improvement project, built an "up ramp" for pedestrian and bicycle access to an existing pedestrian/bicycle path located in St. Charles Parish, Louisiana as more particularly shown in Exhibit A, attached hereto and incorporated herein for all purposes (the "Donated Improvements").

B. The Company has agreed to donate the Donated Improvements to Recipient free of charge, and Recipient has agreed to accept the Donated Improvements, upon and subject to the terms of this Agreement.

AGREEMENT

1. The Company hereby donates, gifts, assigns and transfers all of its right, title and interest in and to the Donated Improvements to Recipient, free and clear of all liens and other encumbrances on title, but subject to the other terms of this Agreement. Such transfer shall be effective as of the Effective Date.

2. **THE DONATED IMPROVEMENTS ARE CONVEYED BY THE COMPANY AND ACCEPTED BY RECIPIENT IN ITS CURRENT CONDITION, "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND THE COMPANY MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DONATED IMPROVEMENTS MERCHANTABILITY, MARKETABILITY, CONDITION, FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. ALL REPRESENTATIONS, GUARANTEES, AND WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. **RECIPIENT EXPRESSLY ASSUMES ALL RISK OF RESPONSIBILITY FOR INJURY OR DAMAGE TO ANYONE, DIRECTLY OR INDIRECTLY, BASED ON OR ARISING OUT OWNERSHIP, POSSESSION, DISMANTLING, REMOVAL, HANDLING OR USE OF THE DONATED IMPROVEMENTS AND IN CONSIDERATION OF THE COMPANY'S GIVING THE DONATED IMPROVEMENTS TO RECIPIENT AT NO COST, THE RECIPIENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNEES, STOCKHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES (COLLECTIVELY "VALERO INDEMNIFIED PARTIES") FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, (COLLECTIVELY, "LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH RECIPIENT'S ACCEPTANCE, REMOVAL, MOVING, USE OR FUTURE DISPOSITION OF THE DONATED IMPROVEMENTS.**

4. Each person executing this Agreement has been duly authorized to do so by the party on whose behalf he or she is signing. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute but one instrument. Counterparts of this Agreement delivered via facsimile shall have the same binding effect as originals. This Agreement replaces and supersedes in their entirety all prior and contemporaneous agreements, whether written or oral, between the parties concerning the subject matter hereof.

5. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws and in the courts of the State of Louisiana.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date set forth above.

COMPANY:

VALERO REFINING-NEW ORLEANS, L.L.C.

By: _____
Name: _____
Title: _____

RECIPIENT:

ST. CHARLES PARISH

By: _____
Name: _____
Title: _____

2018-0310
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring.

WHEREAS, the property owner requests rezoning the property from O-L to C-3; and,
WHEREAS, the St Charles Parish Department of Planning and Zoning recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of November 1, 2018.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring.

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: _____

RECOMMENDATIONS AT A GLANCE

PZR-2018-07 requested by Steven and Anne Hafkesbring for a change in zoning classification from OL to C-3 at 12254 River Road, St. Rose. Council District 5.

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Denial

2018-0311

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

ORDINANCE NO. _____

A ordinance to approve and authorize the execution of a Contract with Magee Excavation & Development, LLC, for the construction of the St. Charles Parish East Bank Multi-Use Path, Phase VI, State Project No. H.009763, Federal Aid Project No. H009763, extending from the West Guide Levee of the Bonnet Carre Spillway in Montz to the St. John the Baptist Parish line.

WHEREAS, the Louisiana Department of Transportation and Development (LADOTD) opened bids on September 12, 2018, for said project; and,

WHEREAS, on September 12, 2018, the LADOTD requested the Parish review the bids and respond with the Parish's wishes for the award of the contract to the low bidder, Magee Excavation & Development, LLC; and,

WHEREAS, the Parish submitted a response on September 18, 2018, expressing agreement with the award of said project to said low bidder; and,

WHEREAS, the LADOTD has prepared a contract between the Parish and Magee Excavation & Development, LLC for said project; and,

WHEREAS, it is the desire of the Parish Council to approve said contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That contract between the Parish of St. Charles and Magee Excavation & Development, LLC for the St. Charles East Bank Multi-Use Path, Phase VI, State Project No. H.009763, Federal Aid Project No. H009763, is hereby approved.

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: _____

Checked by: W. P. B. 9/28/18 Date
BSE 9-28-18

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT



CONTRACT
FOR
ST. CHARLES PARISH
FEDERAL AID PROJECT
STATE PROJECT NO. H.009763
ST. CHARLES EBANK LEVEE MU PATH, PHASE 6
ST. CHARLES PARISH

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

This agreement is made and executed in two (2) originals, between St. Charles Parish, acting through its Parish President, hereafter designated as the "Contracting Agency", and Magee Excavation & Development, L.L.C., hereafter designated as the "Contractor."

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

DBE GOAL PROJECT

STATE PROJECT NO. H.009763

FEDERAL AID PROJECT NO. H009763

DESCRIPTION: ST. CHARLES EBANK LEVEE MU PATH, PHASE 6

ROUTE: N/A

PARISH: ST. CHARLES

LENGTH: 2.91 MILES

TYPE: GRADING, DRAINAGE STRUCTURES, CLASS II BASE COURSE, ASPHALT CONCRETE PAVEMENT, AND RELATED WORK.

LIMITS: STATE PROJECT NO. H.009763: LOCATED ON THE MISSISSIPPI RIVER LEVEE ADJACENT TO RIVER RD FROM ST. JOHN THE BAPTIST AND ST. CHARLES PARISH LINE TO ITS JUNCTION WITH CC RD AND POWERLAND ST. AS SHOWN IN PLANS.

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

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

CONTRACT DOCUMENTS

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

- a. Agreement (This Instrument)
- b. Vendor's Bid Information Sheet
- c. Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (hereafter referred to as "2016 Standard Specifications")
- d. Project Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DBE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
- e. Plans
- f. Plan revisions
- g. Zero (0) Addenda made or issued prior to receipt of bids
- h. Zero (0) Letter(s) of Clarification made or issued prior to receipt of bids
- i. Payment, Performance and Retainage Bonds or Retainage Agreement

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

07/17
Form AC-15B

STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT

INTENT OF CONTRACT

In accordance with the 2016 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of the contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency.

CONTRACT AMOUNT

The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is **NINE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY CENTS (\$944,182.70)**, as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2016 Standard Specifications.

PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

In accordance with electronic bid documents, the contractor has elected not to be subject to the Payment Adjustment Provision (Asphalt Cement and Fuels) as contained in the construction proposal.

CONTRACT TIME

The entire contract shall be completed in all details and ready for final acceptance within **forty five (45) working days**. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

ALTERATION OF CONTRACT

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

STIPULATED DAMAGES

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

DAMAGE CLAIMS

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

JOINT EFFORT

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

07/17
Form AC-15BB

STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT FOR STATE PROJECT NO. H.009763

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

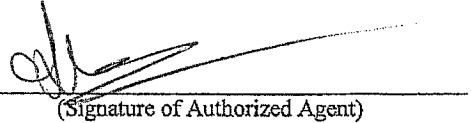
In witness whereof, the Contracting Agency, and the Contractor, has also hereunto subscribed their name.

MAGEE EXCAVATION & DEVELOPMENT,
L.L.C.
CONTRACTOR

20-S437616

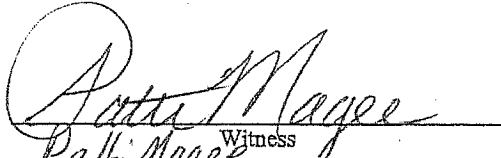
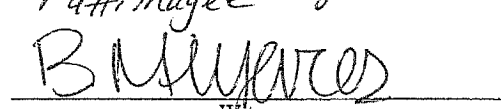
(Federal Identification Number)

By:


(Signature of Authorized Agent)

10/23/2018
(Date)

SKIP Magee Member
Typed or Printed Name and Title


Patti Magee
Witness

Brittany Miyares
Witness

STATE OF LOUISIANA
ST. CHARLES PARISH

By:

PARISH PRESIDENT

Witness

Witness

(Date)

02/13
Form AC-15BBB