



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

Monday, December 10, 2018

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

*Reverend Ivy Williams
Historic Bethlehem Baptist Church, Des Allemands*

APPROVAL OF MINUTES

Regular Meeting – November 5, 2018

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2018-0335](#) Ms. Kali Zammit, LSU AgCenter - Introduce Mr. André Brock, County Agent

Sponsors: Mr. Gibbs

[2018-0336](#) Workforce Innovations and Opportunity Act (WIOA)

[2018-0337](#) Department of Economic Development & Tourism

[2018-0338](#) Contract Monitor

[2018-0230](#) Department of Public Works

Legislative History

8/20/18	Parish Council	Report Deferred
9/17/18	Parish Council	Report Deferred
10/1/18	Parish Council	Report Deferred
10/15/18	Parish Council	Report Deferred

Discussion: to defer File No. 2018-0230 until a later date

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING**Monday, January 7, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 1 [2018-0334](#) An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No. P090201-6, Mimosa Avenue Culvert Replacement, resulting in a decrease of \$10,000.00 in contract price.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0334 Change Order No. 2 Mimosa Culvert Replacement](#)

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

- 4 [2018-0322](#) An ordinance to approve and authorize the execution of Amendment No. 6 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., formerly GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0322 Amendment #6- Ellington PS](#)

[2018-0322 Additional Information](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 9 [2018-0323](#) An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2019 through 2021 in accordance with the Parish Transportation Act.

Sponsors: Mr. Cochran and Department of Finance

Attachments: [2018-0323 Road and Bridges Exhibit A](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 11 [2018-0327](#) An ordinance to approve and authorize the execution of Change Order No. 3 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco, to decrease the contract amount by \$151.00 and increase the contract time by 19 days.

Sponsors: Mr. Cochran

Attachments: [2018-0327 NorcoChangeOrder3](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 19 [2018-0328](#) An ordinance to approve and authorize the Parish President to execute a License for a Limited Access Road Underpass Crossing between St. Charles Parish and Illinois Central Railroad Company to utilize the underpass to access the Wetland Watchers Park in the amount of \$10.00.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0328 BCS License](#)
[2018-0328 Exhibit A- Wetland Watchers Park](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 34 [2018-0329](#) An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the Lakes that facilitate the Ormond Drainage system.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0329 CEA.11.19.18\(2\) FINAL](#)
[2018-0329 Exhibit A Cypress Lakes Layout](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 39 [2018-0330](#) An ordinance to approve and authorize the Parish President to acquire a 0.021 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. 2-1, located across the front of the M.H.I. Investments, L.L.C. property, Fairview Plantation, Section 39, Township 12 South, Range 9 East, which property is more particularly described in the attached "Temporary Construction Servitude" document.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0330 Temporary Construction Servitude MHI Investments - DRAFT - 201](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 47 [2018-0331](#) An ordinance to approve and authorize the Parish President to buy the property known as 409 Down the Bayou Road, Des Allemands from Sherwood A. Berard, which property is more particularly described in the attached "Agreement to Purchase and Sell" document.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0331 Agreement to purchase and sell](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 78 [2018-0332](#) An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-5, Road Maintenance 2018, with Base Bid and Alternate No. 1, in the amount of \$1,133,673.00.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2018-0332 Road Maintenance contract](#)
[2018-0332 Road Maintenance itemized bid tab](#)
[2018-0332 Bid Tab](#)
[2018-0332 Notice of Intent to Award](#)

Legislative History

11/26/18 Parish President Introduced

11/26/18 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

- 86 [2018-0333](#) An ordinance to name a private driveway located on Lot GV-2X, Gassen Villa Subdivision, as requested by Wells One Investments, LLC.

Sponsors: Ms. Fisher-Perrier

Legislative History

11/26/18	Council Member(s)	Introduced
11/26/18	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

- 87 [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

Attachments: [2018-0310 Recommendation at a Glance \(2\)](#)
[2018-0310 11.01.18_Minutes_Hafkesbring\(PZR-2018-07\)](#)
[2018-0310 LUR PZR-2018-07 \(Hafkesbring\)](#)
[2018-0310 application](#)
[2018-0310 Survey](#)
[2018-0310 PZR-2018-07 AERIAL](#)
[2018-0310 PZR-2018-07 ZONING](#)
[2018-0310 PZR-2018-07 FLUM](#)

[This proposed ordinance was tabled on November 26, 2018; Public Hearing requirements were satisfied.]

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
11/5/18	Parish President	Introduced
11/5/18	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

11/26/18	Parish Council	to extend time an additional three minutes
	Reported:	
	P & Z Department Recommended:	Denial
	Planning Commission Recommended:	Denial
	Speakers:	
	Ms. Anne Hafkesbring, St. Rose	
11/26/18	Parish Council	Time Extended
11/26/18	Parish Council	to extend time an additional three minutes
	Speakers:	
	Mr. Daniel Nelson, Destrehan, future heir to the land in St. Rose also spoke on behalf of his brother Glen Nelson, Jr., St. Rose	
11/26/18	Parish Council	Time Extended
11/26/18	Parish Council	to extend time an additional three minutes
	Speakers:	
	Mr. Glen Nelson, Sr., St. Rose	
	Mr. Steven Hafkesbring, St. Rose	
11/26/18	Parish Council	Time Extended
11/26/18	Parish Council	Public Hearing Requirements Satisfied
11/26/18	Parish Council	Tabled.
	Council Discussion	
	Mr. Glen Nelson spoke on the matter.	
	Mr. Hafkesbring spoke on the matter.	
	Planning & Zoning Director Michael Albert spoke on the matter.	
	Parish President Larry Cochran spoke on the matter.	
11/26/18	Parish Council	Tabled.

RESOLUTIONS

- 105** [2018-0339](#) A resolution to approve and authorize the execution of a Federally Funded Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project in Norco.

Sponsors: Mr. Cochran and Grants Office

Attachments: [2018-0339 Subgrantee Agreement - ECPSCI](#)

- 109** [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

Attachments: [2016-0157 Postponed Indefinitely Prop. Reso.](#)

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.
		<p>Councilman Gibbs motioned, seconded by Councilwoman Bellock, to Postpone Indefinitely File No. 2016-0157.</p> <p>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.</p> <p>Chairman Wilson questioned Legal Services Director Robert Raymond about satisfying any public hearing on an item in the Agenda.</p> <p>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.</p> <p>Legal Services Director Robert Raymond stated he does not think so.</p> <p>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.</p> <p>Councilwoman Fisher-Perrier discussed Council Rule 32.</p> <p>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.</p> <p>Chairman Wilson stated that this item is not an ordinance, this is a resolution.</p> <p>Councilwoman Fisher-Perrier stated that the Chair has the authority to move forward.</p> <p>Mr. Raymond stated a public comment period has to occur.</p> <p>Chairman Wilson called for the vote to postpone indefinitely File No. 2016-0157.</p>
11/13/17	Parish Council	Postponed Indefinitely
11/5/18	Council Member(s)	Introduced
11/5/18	Parish Council	Postponed Indefinitely Public comment was not opened.
11/5/18	Parish Council	Postponed Indefinitely

APPOINTMENTS

2018-0304

Council Ex-Officio Appointment to the Housing Authority.

Council will confirm nomination 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.

Nominee: Councilwoman Marilyn B. Bellock

Legislative History

11/5/18	Parish Council	Vacancy Announced
11/26/18	Parish Council	Nomination(s) Accepted
	Nominee:	
	Councilwoman Clulee nominated Councilwoman Marilyn B. Bellock	
11/26/18	Parish Council	Close Nomination(s) for
11/26/18	Parish Council	Nomination(s) Closed

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

CIVIL SERVICE BOARD: Tuesday, 12/11/18, 6:30PM, Council Chambers
HOSPITAL BOARD: Wednesday, 12/12/18, 10AM, Council Chambers
COMMUNITY ACTION ADVISORY BOARD: Wednesday, 12/12/18, 7PM, Courthouse Annex
PONTCHARTRAIN LEVEE DISTRICT: Monday, 12/17/18, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher
HOUSING AUTHORITY BOARD: Tuesday, 12/18/18, 6PM, Council Chambers
ZONING BOARD OF ADJUSTMENT: Thursday, 12/20/18, 7PM, Council Chambers
ST. CHARLES PARISH COUNCIL: Monday, 1/7/19, 6PM, Council Chambers

ANNOUNCEMENTS

PARISH HOLIDAY: Monday, December 24, 2018 and Tuesday, December 25, 2018 - Christmas

PARISH HOLIDAY: Monday, December 31, 2018 and Tuesday, January 1, 2019 - New Year's

*****PLEASE NOTE THAT THERE WILL BE A FOUR (4) WEEK LAPSE BETWEEN COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, JANUARY 7, 2019.*

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**2018-0320** Confirm Nomination - Presiding Officer for 2019; Chairman, St. Charles Parish Council*Nominee: Councilwoman Julia Fisher-Perrier***Legislative History**

11/26/18	Parish Council	Nomination(s) Accepted
	Nominee: Councilwoman Clulee nominated Councilwoman Julia Fisher-Perrier	
11/26/18	Parish Council	Close Nomination(s) for
11/26/18	Parish Council	Nomination(s) Closed

2018-0321 Confirm Nomination - Presiding Officer for 2019; Vice-Chairman, St. Charles Parish Council*Nominees: Councilwoman Wendy Benedetto
Councilwoman Marilyn B. Bellock***Legislative History**

11/26/18	Parish Council	Nomination(s) Accepted
	Nominees: Councilwoman Fisher-Perrier nominated Councilwoman Wendy Benedetto Councilman Hogan nominated Councilwoman Marilyn B. Bellock	
11/26/18	Parish Council	Close Nomination(s) for
11/26/18	Parish Council	Nomination(s) Closed

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.



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15045 Highway 18
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Legislation Details

File #: 2018-0335 **Version:** 1 **Name:** Ms. Kali Zammit, LSU AgCenter - Introduce Mr. André Brock, County Agent
Type: Report **Status:** In Council - Reports
File created: 12/10/2018 **In control:** Parish Council
On agenda: 12/10/2018 **Final action:**
Enactment date: Yes
Title: Ms. Kali Zammit, LSU AgCenter - Introduce Mr. André Brock, County Agent
Sponsors: John R. 'Dick' Gibbs
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2018-0336 **Version:** 1 **Name:** Workforce Innovations and Opportunity Act (WIOA)
Type: Report **Status:** In Council - Reports
File created: 12/10/2018 **In control:** Parish Council
On agenda: 12/10/2018 **Final action:**
Enactment date: Yes
Title: Workforce Innovations and Opportunity Act (WIOA)
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2018-0337 **Version:** 1 **Name:** Department of Economic Development & Tourism
Type: Report **Status:** In Council - Reports
File created: 12/10/2018 **In control:** Parish Council
On agenda: 12/10/2018 **Final action:**
Enactment date: Yes
Title: Department of Economic Development & Tourism
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2018-0338 **Version:** 1 **Name:** Contract Monitor
Type: Report **Status:** In Council - Reports
File created: 12/10/2018 **In control:** Parish Council
On agenda: 12/10/2018 **Final action:**
Enactment date: **Yes**
Title: Contract Monitor
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2018-0230 **Version:** 1 **Name:** Department of Public Works
Type: Report **Status:** In Council - Reports
File created: 12/10/2018 **In control:** Parish Council
On agenda: 12/10/2018 **Final action:**
Enactment date: **Yes**
Title: Department of Public Works
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
10/15/2018	1	Parish Council	Report Deferred	
10/1/2018	1	Parish Council	Report Deferred	
9/17/2018	1	Parish Council	Report Deferred	
8/20/2018	1	Parish Council	Report Deferred	



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Legislation Details

File #: 2018-0334 **Version:** 1 **Name:** Change Order No. 2 (Final) for Parish Project No. P090201-6, Mimosa Avenue Culvert Replacement

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

File created: 12/10/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No. P090201-6, Mimosa Avenue Culvert Replacement, resulting in a decrease of \$10,000.00 in contract price.

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

Indexes:

Code sections:

Attachments: [2018-0334 Change Order No. 2 Mimosa Culvert Replacement](#)

Date	Ver.	Action By	Action	Result
12/10/2018	1	Parish President	Introduced	

**SECTION 00806
CHANGE ORDER**

No. 2 (FINAL)

DATE OF ISSUANCE 10/25/2018

EFFECTIVE DATE 10/25/2018

OWNER: St. Charles Parish Government

CONTRACTOR: Fleming Construction Company, LLC

Contract: Mimosa Avenue Culvert Replacement

Project: Mimosa Avenue Culvert Replacement

OWNER's Contract No P090201-6

Engineer's Contract No.: 1203

ENGINEER Professional Engineering and Environmental Consultants, Inc.

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

Description:

A- Delete the following work items:

1. **Delete Bid Item R-001 Relocation of Infrastructure (Delete),**
Total = (-\$10,000.00)

1. Total of deducted item=(-\$10,000.00)

Net Decrease change order=(-\$10,000.00)

Reason for Change Order: List a reason for each Line Item listed above.

Deleted work Items:

Item A1: Relocation of Infrastructure was not utilized for this project.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>\$341,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> : \$ <u>6,045.44</u>
Contract Price prior to this Change Order: \$ <u>\$347,045.44</u>
Net decrease of this Change Order: \$ <u>10,000.00</u>
Contract Price with all approved Change Orders: \$ <u>\$337,045.44</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Ready for final payment: <u>90</u> (days)
Net change from previous Change Orders No. 1: Ready for final payment: <u>-7-</u> (days)
Contract Times prior to this Change Order: Ready for final payment: <u>97</u> (days)
Net increase (decrease) this Change Order: Ready for final payment: <u>-0-</u> (days)
Contract Times with all approved Change Orders: Ready for final payment: <u>97</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: MO Sahl
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: Joe O. Malley
CONTRACTOR (Authorized Signature)
Joe O. Malley

Date: 11/12/18

Date: _____

Date: 11-12-2018 _____



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Legislation Details

File #: 2018-0322 **Version:** 1 **Name:** Amendment No. 6 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., program management services for the West Bank Hurricane Protection Levee initiative

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of Amendment No. 6 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., formerly GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.

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

Indexes:

Code sections:

Attachments: [2018-0322 Amendment #6- Ellington PS](#)
[2018-0322 Additional Information](#)

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
FOR
WEST BANK HURRICANE PROTECTION LEVEE
ST. CHARLES PARISH**

BE IT KNOWN, that on this ____ day of _____, 2018,

ST. CHARLES PARISH, represented herein by Larry Cochran, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057,

AND

GCR INC., formerly GCR & ASSOCIATES, INC., represented herein by Mona Nosari, its Senior Vice President, 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122,

HEREBY AGREE THAT:

The time frame established by Change Order No. 1 to Amendment No. 5 approved and adopted by St. Charles Parish Ordinance 17-9-3 for Project Number P080905-1D West Bank Hurricane Protection Levee Professional Services (originally approved with the adoption of Ordinance No. 08-10-06 on October 20, 2008) is hereby extended to allow for professional services from December 31, 2018 through June 30, 2020.

In addition, Section 2 Compensation, Schedule and Payments is hereby amended to add the following: The maximum compensation limitation is hereby set at \$275,000.00 for the period from December 31, 2018 through June 30, 2020, per the hourly billable rates listed on the attached EXHIBIT A (rev. 11/2018).

All other provisions of said contract and previous amendments shall remain as first written.

ST. CHARLES PARISH

WITNESS:

BY: _____
Larry Cochran
Parish President

GCR INC.

WITNESS:

BY: _____
Mona Nosari
Senior Vice President

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
WEST BANK HURRICANE LEVEE, ST. CHARLES PARISH
HOURLY BILLABLE RATES

<u>Employee Classification</u>	<u>Hourly Billable Rate</u>
Program Manager	\$185.00
Engineer/Construction Manager	\$125.00
Senior GIS/Mapping Technician	\$125.00
Senior Real Estate Specialist	\$115.00
Senior Planner	\$115.00
Real Estate Specialist	\$ 95.00
Planner	\$ 95.00
GIS/Mapping Technician	\$ 95.00
Graphics Specialist	\$ 85.00
Abstractor	\$ 85.00
Junior Real Estate Specialist	\$ 75.00
Administrative/Clerical	\$ 60.00

Appraisal and Surveying Rates to be furnished under separate proposal.

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

ORDINANCE NO. 17-9-3

An ordinance to approve and authorize the execution of Change Order No. 1 to Amendment No. 5 as adopted by Ordinance No. 16-7-5 for Project Number P080905-1D West Bank Hurricane Protection Levee Professional Services, as part of the West Bank Hurricane Protection Levee Project.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 08-10-6 on October 20, 2008 approving a professional services agreement with GCR, Inc. (formerly GCR & Associates, Inc.) for program management and right-of-way acquisition services for the Westbank Hurricane Protection Levee Project for a period of three years; and,

WHEREAS, the St. Charles Parish Council determined that services were still required for the progression of the project and adopted Ordinance No. 11-2-13 approving Amendment No. 1; Ordinance No. 12-10-6 approving Amendment No. 2; Ordinance No. 14-4-3 approving Amendment No. 3; Ordinance No. 15-6-7 approving Amendment No. 4; and Ordinance No. 16-7-5 approving Amendment No. 5.; and,

WHEREAS, Ordinance No. 16-7-5 adopted on July 5, 2016, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 5 to the Professional Service Contract Between GCR, INC., and ST. CHARLES PARISH which extended the contract time from May 1, 2016 through October 20, 2018 and allowed for a maximum compensation allowance of \$275,000.00; and,

WHEREAS, the St. Charles Parish Council desires to approve Change Order No. 1 to Amendment No. 5 to increase the contract timeframe established therein by seventy two (72) days, so that it will now end on December 31, 2018 and increase maximum compensation limitation of the period established therein by \$275,000.00 so that it is now set at \$550,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 to Amendment No. 5 as adopted by Ordinance No. 16-7-5 for Project Number P080905-1D West Bank Hurricane Protection Levee Professional Services, as part of the West Bank Hurricane Protection Levee Project (originally approved with the adoption of Ordinance No. 08-10-6) to provide additional funding and extend the contract life is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 1 on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 18th day of September, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tamell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9/19/17

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 9/25/17

AT: 8:40a RECD BY: [Signature]

CHANGE ORDER NO. 1

TO AMENDMENT NO. 5

**FOR P080905-1D WESTBANK HURRICANE PROTECTION LEVEE PROFESSIONAL
SERVICES AGREEMENT BETWEEN ST. CHARLES PARISH AND GCR INC.
ORIGINALLY APPROVED BY PARISH ORDINANCE NO. 08-10-6.**

BE IT KNOWN, that on this 25th day of September, 2017,

ST. CHARLES PARISH, represented herein by Larry Cochran, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057,

AND

GCR INC., formerly, GCR & ASSOCIATES, INC., represented herein by Mona Nosari, Associate Vice President, 2021 Lake Shore Drive, Suite 500, New Orleans, LA 70122,

HEREBY AGREE THAT:

The time frame established by Amendment No. 5 approved and adopted by St. Charles Parish Ordinance No. 16-7-5 to allow for professional services between MAY 1, 2016 and OCTOBER 20, 2018, will be extended by seventy-two (72) days. Amendment No. 5 will now allow for services through DECEMBER 31, 2018.

Additionally, the maximum COMPENSATION ALLOWANCE will be increased by \$275,000.00 so that it is now set at \$550,000.00.

All other provisions of aforementioned contract and previous amendments shall remain in effect.

ST. CHARLES PARISH

BY: [Signature]
Larry Cochran
Parish President

DATE: 9/23/17

GCR INC.

[Signature]
Mona Nosari
Associate Vice President

DATE: 8/23/17

WITNESS:

[Signature]

DATE: 9/23/17

WITNESS:

[Signature]

DATE: 8/23/17



St. Charles Parish

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

Legislation Details

File #: 2018-0323 **Version:** 1 **Name:** Adopt the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2019 through 2021

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2019 through 2021 in accordance with the Parish Transportation Act.

Sponsors: Lawrence 'Larry' Cochran, Department of Finance

Indexes:

Code sections:

Attachments: [2018-0323 Road and Bridges Exhibit A](#)

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

Exhibit "A"

**St. Charles Parish Council
Road & Bridge Capital Budget Program**

Project	Funding Source	2019	2020	2021	Total
Priority 13	Parish Transportation Special Revenue - Fund 102	500,000			500,000
Priority 12	Parish Transportation Special Revenue - Fund 102		500,000	500,000	1,000,000
		500,000	500,000	500,000	1,500,000
Priority 13	Road & Drainage M&O Special Revenue - Fund 112	600,000			600,000
Priority 13	Road & Drainage M&O Special Revenue - Fund 112				-
		600,000	-	-	600,000
Total Capital Budget		1,100,000	500,000	500,000	2,100,000

Street Name	District	Boundary	Priority	ESTIMATED COST
PELICAN STREET	2	RIVER RD. (E. BANK) - DEAD END	16	\$29,038.73
16 Total				\$29,038.73
BEAUPRE DRIVE (2)	2	ASPHODEL DR. (1) - COTTAGE DR.	15	\$281,065.37
LAKEWOOD DRIVE (1)	7	US 90 - IVY LN.	15	\$848,602.22
15 Total				\$1,129,667.59
PALMER LANE	2	RIVER RD. (W. BANK) - DEAD END	14	\$25,927.44
14 Total				\$25,927.44
ADAMS STREET (1)	1	JULIA ST. (2) - KILLONA DR. (1)	13	\$67,207.07
BOUTTE ESTATES DRIVE (1)	1	TURNER LN. - CUL-DE-SAC	13	\$540,185.33
COURTHOUSE LANE	1	RIVER RD. (W. BANK) - DEAD END	13	\$95,212.63
HOLLYWOOD PARK DRIVE	6	RIVER RD. (E. BANK) - DEAD END	13	\$184,184.00
JOHNSON STREET (1)	2	RIVER RD. (W. BANK) - DEAD END	13	\$14,515.44
MARYLAND DRIVE	7	US 90 - DEAD END	13	\$73,461.08
MOCKINGBIRD LANE	5	PRESTON HOLLOW BLVD. - ADAMS STRE	13	\$724,178.00
OAK STREET (2)	5	RIVER RD. (E. BANK) - RAILROAD	13	\$53,929.08
POST STREET	1	RIVER RD. (W. BANK) - RAILROAD DR.	13	\$128,707.15
TRICHE STREET	2	RIVER RD. (W. BANK) - DEAD END	13	\$13,484.23
13 Total				\$1,895,064.01
ADVERSE STREET	6	EVAGELINE RD. - DEAD END	12	\$23,576.00
AMIE DRIVE	2	AMELIA ST. (2) - JONATHAN ST.	12	\$41,483.90
BARBER ROAD	4	BAYOU GAUCHE RD (LA 306) - DEAD END	12	\$88,671.84
BAYOU ESTATES DRIVE	4	BAYOU GAUCHE RD (LA 306) - GRAND B	12	\$70,357.64
BECK STREET	2	RIVER RD. (W. BANK) - DEAD END	12	\$36,730.54
CELIA DRIVE	2	LA 3060 - LA 3060	12	\$188,370.00
CLUB DRIVE, EAST	5	CHARLESTOWNE DR. - DEAD END	12	\$136,551.33
DIANNE DRIVE	5	RIVER RD. (E. BANK) - JANET DR.	12	\$539,994.00
EAST HEATHER DRIVE (2)	7	ASPHALT - LAKEWOOD DR. (1)	12	\$35,914.67
EAST LEVERT DRIVE	2	WILLOWDALE BLVD. (2) - ZEE ANN DR.	12	\$45,632.29
EAST OAKLAND STREET	5	RIVER RD. (E. BANK) - W. OAKLAND DR.	12	\$196,742.00
ELLEN STREET	2	RIVER RD. (W. BANK) - PATS CT.	12	\$65,337.15
EVELYN DRIVE	2	REX ST. - PURPLE MARTIN DR.	12	\$65,372.50
GASSEN STREET (2)	7	HACKBERRY ST. (D.E.) - RAILROAD	12	\$92,995.05
GORDON STREET	2	RIVER RD. (E. BANK) - DEAD END	12	\$83,333.15
KILLONA DRIVE (2)	1	RAILROAD - JULIA ST. (2)	12	\$18,767.93
LOUIS FIRST STREET	2	RIVER RD. (W. BANK) - DEAD END	12	\$77,991.51
LULING ESTATES DRIVE	7	HACKBERRY LN. - ASPHALT	12	\$169,549.33
MILLING AVENUE (2)	2	HALL ST. (2) - TALBOT DR. (ASPHALT)	12	\$125,580.00
MONSANTO AVENUE (2)	7	PRIMROSE DR. (2) - DEAD END	12	\$55,463.12
ORMOND BOULEVARD (1)	3	RIVER RD. (E. BANK) - SOUTH RAILROAD	12	\$4,186.00
ORMOND MEADOWS DRIVE	6	RIVER RD. (E. BANK) - DEAD END	12	\$173,446.00
PAUL A. FREDRICK STREET	7	CANAL ST. - BROOKLYN ST.	12	\$253,774.64
POST DRIVE	2	PAUL MALLARD RD. (LA 52) - SUGARHOU	12	\$293,020.00
RIVER VILLAGE DRIVE	6	DEAD END - (LIVE OAK DR. (2)) - CUL-DE-	12	\$194,768.00
RUE LANDRY DRIVE	5	RIVER RD. (E. BANK) - WAGONTRAIN LN.	12	\$413,602.00
SCHENAYDRE LANE	3	RIVER RD. (E. BANK) - DEAD END	12	\$76,841.47
SMITH STREET	1	RIVER RD. (W. BANK) - DEAD END	12	\$39,668.98
ST. CHARLES STREET (3)	6	THIRD ST. (4) - SIXTH ST. (1)	12	\$0.00
ST. NICHOLAS STREET	7	PRIMROSE DR. (2) - BIRCH ST. (1)	12	\$68,845.21

Priority 13 = 1,879,698
 Applied 13 = 1,100,000
 Unapplied 13 = 779,698

500,000
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 102
 600,000
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 112
 2020
 BUDGET
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 500,000
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 2021
 BUDGET
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 500,000
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 102

* Backup Unapplied Amount *

Street Name	District	Boundary	Priority	ESTIMATED COST
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16 Total				\$29,038.73
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ST. CHARLES STREET (3)	6	THIRD ST. (4) - SIXTH ST. (1)	12	\$0.00
ST. NICHOLAS STREET	7	PRIMROSE DR. (2) - BIRCH ST. (1)	12	\$68,845.21

Priority 13 = 1,895,064

Applied 13 = 15,366

Un Applied 12 = 1,879,698

29,039

470,961

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102

658,707

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25,927

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15,366

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112

299,800

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500,000

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2020 Budg

↓

500,000

↓

102

THOROUGHbred AVENUE	6	RIVER RD. (E. BANK) - CUL-DE-SAC	12	\$805,513.33
TURTLE CREEK LANE	5	PRESTON HOLLOW BLVD. - ADAMS ST. (2)	12	\$979,524.00
VICKNAIR LANE	6	RIVER RD. (E. BANK) - DEAD END	12	\$21,197.92
WADE STREET	7	US 90 - DEAD END	12	\$168,009.81
WEST B STREET (2)	6	SIXTH ST.(1)(D.E.) - FOURTH ST.(1)(D.E.)	12	\$48,947.86
WEST LEVERT DRIVE	2	WEINNIG DR. - WILLOWDALE BLVD. (2)	12	\$107,281.82
WEST OAKLAND DRIVE	5	RIVER RD. (E. BANK) - E. OAKLAND DR.	12	\$297,206.00
WILLARD STREET	2	LONE STAR DR. - DEAD END	12	\$50,664.94

12 Total

\$6,154,911.93

BADEAUX LANE	4	BAYOU GAUCHE RD (LA 306) - DEAD END	11	\$50,228.92
BERNARD AVENUE	2	RIVER RD. (W. BANK) - DEAD END	11	\$77,830.44
BERTUCCI LANE	5	RIVER RD. (E. BANK) - DEAD END	11	\$41,027.57
CAROLYN DRIVE	6	RIVER RD. (E. BANK) - DEAD END	11	\$66,274.07
CLAYTON STREET (2)	6	THIRD ST. (4) - SIXTH ST. (1) (D.E.)	11	\$51,923.63
COTTAGE DRIVE	2	WILLOWDALE BLVD. (2) - CUL-DE-SAC	11	\$65,054.30
EARLY STREET	4	US 90 - BAYOU GAUCHE RD (LA 306)	11	\$84,081.51
EAST HEATHER DRIVE (1)	2	WILLOWDALE BLVD. (2) - CONCRETE	11	\$49,519.45
EAST TERRACE STREET	6	RAILROAD - DEAD END	11	\$25,338.18
EAST WOODLAWN DRIVE	3	ROSEDOWN DR. - W. WOODLAWN DR.	11	\$627,900.00
ELLINGTON AVENUE (1)	2	RIVER RD. (W. BANK) - RAILROAD	11	\$19,500.58
ELM STREET (3)	2	LA 3060 - BERNICE DR.	11	\$34,363.47
ELVIE STREET	2	EVANGELINE ST. - LULING AVE.	11	\$20,113.02
EVANGELINE ROAD (1)	6	US 61 - RAILROAD	11	\$44,194.50
EVANGELINE ROAD (3)	6	RAILROAD - RIVER RD. (E. BANK)	11	\$119,855.48
FONDA STREET	4	BAYOU GAUCHE RD (LA 306) - DEAD END	11	\$56,003.27
HALL STREET (2)	2	ASPHALT - MILLING AVE. (2)	11	\$51,254.00
HOUMAS PLACE	3	ORMOND BLVD. (2) - CUL-DE-SAC	11	\$91,079.33
JAMES STREET, EAST	2	RIVER RD. (E. BANK) - JAMES ST. W.	11	\$0.00
JANET STREET	5	DIANE DR. - DEAD END	11	\$251,160.00
KINLER STREET	7	BROOKLYN ST. - HACKBERRY LN.	11	\$74,930.30
LAKEWOOD DRIVE (2)	7	IVY LN. - S. LAKE DR.	11	\$120,834.00
LONGVIEW DRIVE (1)	1	RIVER RD. (E. BANK) - DEAD END	11	\$71,162.00
LORRAINE STREET (2)	2	RIVER RD. (E. BANK) - NOEL ST.	11	\$37,335.51
LULING AVENUE	2	PAUL MALLARD RD. (LA 52) - ASHTON R	11	\$122,920.92
MARINO DRIVE (2)	6	SIXTH ST.(1)(D.E.) - FOURTH ST.(1)(D.E.)	11	\$49,777.74
MARK DRIVE	4	BAYOU GAUCHE RD (LA 306) - SHAMROC	11	\$110,521.61
MARY STREET (2)	6	FOURTH ST. (1) - FIFTH ST. (1)	11	\$13,069.79
MATTHEW STREET	4	BAYOU GAUCHE RD (LA 306) - SECOND S	11	\$44,335.92
MELONIE STREET	4	US 90 - DEAD END	11	\$19,516.29
MILLING AVENUE (1)	2	ANGUS DR. - HALL ST. (2)	11	\$20,883.37
MIMOSA AVENUE	7	US 90 - PRIMROSE DR. (2)	11	\$63,477.05
MODAC STREET	2	RIVER RD. (E. BANK) - DEAD END	11	\$0.00
MONSANTO AVENUE (1)	7	US 90 - PRIMROSE DR. (2)	11	\$40,336.81
NORCO STREET	6	THIRD ST. (4) - FIFTH ST. (1)	11	\$89,137.87
PITRE DRIVE	5	RIVER RD. (E. BANK) - STEVE ST.	11	\$149,352.00
PLANTATION DRIVE	3	ORMOND BLVD. (2) - NURSING HOME	11	\$124,394.67
PLANTATION ROAD (2)	3	ORMOND BLVD. (2) - DEAD END	11	\$70,711.20
RIVER OAKS DRIVE (1)	1	RIVER RD. (E. BANK) - ASPHALT	11	\$414,414.00
RIVER OAKS DRIVE (3)	7	US 90 - DEAD END	11	\$68,181.31

RIVER PARK ROAD (1)	1	RIVER RD. (W. BANK) - ASPHALT	11	\$64,008.00
RIVERVIEW DRIVE	5	RIVER RD. (E. BANK) - DEAD END	11	\$16,744.00
SOUTH KINLER STREET (1)	1	TINNEY ST. (1) - DEAD END	11	\$37,335.51
TALBOT DRIVE	2	SUGARHOUSE RD. - MILLING AVE. (2)	11	\$168,444.89
TRAVIS STREET	4	BARBER RD. - DEAD END	11	\$36,952.48
VAN'S LANE	6	RIVER RD. (E. BANK) - DEAD END	11	\$79,805.45
VIDAL STREET	2	RIVER RD. (W. BANK) - DEAD END	11	\$19,964.13
WANDA STREET	7	PRIMROSE DR. (2) - BIRCH ST. (1)	11	\$55,095.81
WESCO STREET (MOTIVA)	6	RIVER RD. (E. BANK) - SHELL GATE 1	11	\$707.11
WEST B STREET (1)	6	RIVER RD. (E. BANK) - THIRD ST. (2)	11	\$38,466.89

11 Total

\$4,049,518.35

2ND STREET	5	RIVER RD. (E. BANK) - SHORT ST. (3)	10	\$25,927.44
ANGUS STREET	2	PAUL MALLARD RD. (LA 52) - SUGARHOU	10	\$35,257.39
ASH STREET (2)	4	PINE ST. (4) - ACORN DR.	10	\$42,205.79
BARRECA STREET (2)	6	THIRD ST. (4) - SIXTH ST. (1)	10	\$45,245.35
BERNICE DRIVE	2	CHESTNUT ST. - CUL-DE-SAC	10	\$31,112.93
BETHUNE STREET (2)	6	CATHEY ST - EAST ST. (D.E.)	10	\$15,644.85
CATHY DRIVE	2	MICHAEL DR. (1) - DEAD END	10	\$45,632.29
CLAYTON STREET (1)	6	FIRST ST. (1) (D.E.) - THIRD ST. (2)	10	\$0.00
CLEMENT STREET	6	RIVER RD. (E. BANK) - RAILROAD	10	\$33,784.24
COURT STREET	2	SUGARHOUSE RD. - ELLINGTON AVE. (1)	10	\$22,358.76
CROSS STREET	2	BADALAMENTI ST. - LOUIS FIRST ST.	10	\$27,900.96
DAVIS DRIVE	2	RIVER RD. (W. BANK) - REX ST.	10	\$98,524.27
DESTREHAN DRIVE (1)	1	RIVER RD. (E. BANK) - DEAD END	10	\$103,709.76
EAST EASY STREET	6	E. S. JOHNSON ST. (1) - DEAD END	10	\$18,149.21
EAST LAWSON STREET	6	E. S. JOHNSON ST. (1) - DEAD END	10	\$16,499.28
ELLINGTON AVENUE (2)	2	5TH ST. (1) - RAILROAD	10	\$35,355.60
FIRST STREET (4)	2	PAUL MALLARD RD. (LA 52) - SUGARHOU	10	\$87,298.71
GASSEN STREET (1)	2	RIVER RD. (W. BANK) - LULING AVE.	10	\$59,323.76
GIACOMO STREET	6	SIXTH ST.(1) (D.E.) - FOURTH ST.(1) (D.E.)	10	\$53,740.51
GOOD CHILDREN STREET	1	DEAD END - BAILEY ST. - DEAD END	10	\$65,337.15
GOURGUES STREET	1	RIVER RD. (W. BANK) - PLUM ST.	10	\$14,186.43
GRIFFIN DRIVE	2	RIVER RD. (W. BANK) - DEAD END	10	\$28,001.64
GUM STREET (2)	4	SHARON AVE. - DEAD END	10	\$9,100.00
JEAN STREET	2	PELICAN ST. - GORDON ST.	10	\$31,112.93
KILLONA DRIVE (1)	1	RIVER RD. (W. BANK) - RAILROAD	10	\$49,470.34
LOUPE STREET	2	RIVER RD. (W. BANK) - DEAD END	10	\$15,009.43
MAGNOLIA AVENUE	4	US 90 - ACORN ST.	10	\$53,224.98
MANOR ROAD	2	SUGARHOUSE RD. - DEAD END	10	\$0.00
MARCIA DRIVE	2	LA 3063 - LA 3063	10	\$31,893.70
MARINO DRIVE (1)	6	RIVER RD. (E. BANK) - THIRD ST. (2)	10	\$35,261.32
MICHAEL DRIVE (3)	4	BAYOU GAUCHE RD (LA 306) - DEAD END	10	\$93,338.78
MILLING AVENUE (4)	2	RIVER RD. (W. BANK) - SECOND ST. (1)	10	\$18,667.76
MOTT STREET	4	US 90 - DEAD END	10	\$16,593.56
OAK LANE	7	US 90 - DEAD END	10	\$0.00
OAK STREET (3)	6	PINE ST. (5) - DEAD END	10	\$52,758.41
OAKLAWN RIDGE DRIVE	5	OAKLAWN DR. (1) - ABADIE LN.	10	\$11,050.67
OAKLEY DRIVE	3	NOTTAWAY DR. - ARLINGTON LN.	10	\$33,488.00
PALMER DRIVE	2	E. LEVERT DR. - CUL-DE-SAC	10	\$55,992.44

PANTHER RUN DRIVE	3	STANTON HALL DR. - DEAD END	10	\$100,464.00
PARK PLACE (2)	1	S. DESTREHAN - DEAD END	10	\$6,720.12
PATS COURT	2	DEAD END - (BERNARD AVE.) - DEAD EN	10	\$27,668.79
PIONEER STREET	1	TRILSWAY DR. - SETTLERS DR.	10	\$54,418.00
PLEASANT VALLEY DRIVE (1)	4	BAYOU GAUCHE RD (LA 306) - CONCRET	10	\$34,483.50
RED GROS LANE	4	TRAVIS ST. - DEAD END	10	\$19,237.76
RIVER PARK ROAD (2)	1	CONCRETE - DEAD END	10	\$73,736.07
RIVER POINT DRIVE (1)	6	LIVE OAK DR. - CUL-DE-SAC	10	\$560,364.00
RIVER RIDGE DRIVE (2)	4	ASPHALT - DEAD END	10	\$26,917.33
ROSEDOWN DRIVE	3	E. WOODLAWN DR. - DEAD END	10	\$1,017,198.00
SECOND STREET (2)	4	MATTHEW ST. - LUKE DR. (1)	10	\$70,342.95
ST. ANTHONY STREET	7	US 90 - PRIMROSE DR. (2)	10	\$0.00
ST. JOE STREET	2	RIVER RD. (W. BANK) - DEAD END	10	\$13,114.96
TOWER LANE	6	RIVER RD. (E. BANK) - DEAD END	10	\$16,805.70
TRILSWAY DRIVE	1	PIONEER ST. - SETTLERS DR.	10	\$4,186.00
UNION STREET	6	RIVER RD. (E. BANK) - DEAD END	10	\$24,230.37
VIRGIES COURT	4	LA 631 - DEAD END	10	\$26,652.43
WASHINGTON STREET	6	RIVER RD. (E. BANK) - DEAD END	10	\$155,932.76
WEINNIG DRIVE	2	CATHY DR. - W. LEVERT DR.	10	\$28,520.18
WEST EASY STREET	6	RIVER RD. (E. BANK) - RAILROAD	10	\$43,840.94
WEST HEATHER DRIVE (2)	7	TEXACO RD. - LAKEWOOD DR. (1)	10	\$146,762.00
WILLOWDALE BOULEVARD (2)	2	E. HEATHER DR. (1) - CONCRETE	10	\$66,006.94
WOODLAND DRIVE	4	RIVER RIDGE DR. (1) - DEAD END	10	\$68,067.11

10 Total \$3,997,828.55

4TH STREET (2)	5	RIVER RD. (E. BANK) - DEAD END	9	\$43,558.10
5TH STREET (2)	2	MILLING AVE. (2) - DEAD END	9	\$33,488.00
ACORN DRIVE	4	MAGNOLIA ST. - LOCUST ST.	9	\$53,224.98
ALEXANDER STREET	1	PARK PL. (1) - DEAD END	9	\$24,890.34
ALLEN DRIVE	2	RIVER RD. (W. BANK) - DEAD END	9	\$15,978.77
AMELIA STREET (2)	2	RIVER RD. (E. BANK) - NOEL ST.	9	\$0.00
ANGEL DRIVE	4	RUTH ST. (2) - SHORT ST. (2)	9	\$0.00
ANNEX STREET	6	RIVER RD. (E. BANK) - DEAD END	9	\$35,550.06
APPLE COURT	7	LAKEWOOD DR. (1) - LAKEWOOD DR. (1)	9	\$125,794.67
AQUARIUS STREET	1	HICKORY ST. (1) - DEAD END	9	\$12,338.12
ASHTON ROAD	2	RIVER RD. (W. BANK) - LULING AVE.	9	\$53,224.98
BAYOU ESTATES SOUTH DRIVE	4	BAYOU GAUCHE RD (LA 306) - GRAND B	9	\$70,357.64
BEAUPRE DRIVE (3)	2	E. HEATHER DR. (1) - ASPHODEL DR. (1)	9	\$0.00
BELLE HELENE DRIVE	3	BOCAGE DR. (2) - BELLE GROVE DR.	9	\$129,766.00
BETHUNE STREET (1)	6	WASHINGTON ST. - CATHEY ST.	9	\$7,071.12
BETTY DRIVE	6	CNTRY. COTTAGE ESTS. BLVD. - BETTY DR	9	\$62,262.67
BIRCH STREET (1)	7	MIMOSA AVE. - (BRIDGE) - CONCRETE	9	\$24,631.07
BIRCH STREET (2)	7	ASPHALT - LAKEWOOD DR. (1)	9	\$120,325.33
BONNET CARRE SPILLWAY ROA	6	US 61 - LIMESTONE	9	\$7,495.39
BOUTTE ESTATES DRIVE (2)	1	CONCRETE - TURNER LN.	9	\$15,124.34
BREEZEWAY STREET	4	MITCHELL LN. - DEAD END	9	\$0.00
CAMELLIA STREET	7	LAKEWOOD DR. (1) - CUL-DE-SAC	9	\$53,312.00
CATHEY STREET	6	RIVER RD. (E. BANK) - DEAD END	9	\$42,173.34
CLUB DRIVE, WEST	5	CHARLESTOWNE DR. - CUL-DE-SAC	9	\$53,368.00
COURVILLE STREET	2	SUGARHOUSE RD. - MILLING AVE. (1)	9	\$257,058.67

CYPRESS DRIVE	2	WILLOWRIDGE DR. - DEAD END	9	\$77,815.11
DAVID COURT	2	PAUL MALLARD RD. (LA 52) - STEVEN CT.	9	\$191,426.67
DESOTO DRIVE	7	CORONADO DR. - CUL-DE-SAC	9	\$37,447.44
DIAMOND STREET	6	RIVER RD. (E. BANK) - DEAD END	9	\$145,331.97
DIANE DRIVE	7	PRIMROSE DR. (2) - CUL-DE-SAC	9	\$0.00
DURR STREET	1	HAHN ST. - DEAD END	9	\$4,136.61
E. S. JOHNSON STREET (2)	6	DEAD END - (E. TERRACE) - BALL PARK	9	\$12,855.69
EAST HOOVER STREET	6	E. S. JOHNSON ST. (1) - DEAD END	9	\$19,111.67
ESTATES DRIVE	7	GASSEN ST. (2) - LULING ESTS. DR.	9	\$25,627.57
EVANGELINE ROAD (2)	6	RAILROAD - RAILROAD	9	\$97,227.90
EVANS STREET	4	WILLIAMS ST. - DEAD END	9	\$0.00
FASHION BOULEVARD	1	RIVER RD. (W. BANK) - DUHE DR.	9	\$46,129.24
FIRST STREET (2)	4	LA 631 - DEAD END	9	\$4,666.94
FIRST STREET (3)	4	MATHERNE DR. - DEAD END	9	\$29,038.73
GOOD HOPE STREET	6	RIVER RD. (E. BANK) - US 61	9	\$0.00
GREGORY DRIVE	2	LAKEWOOD DR. (3) - DEAD END	9	\$58,576.00
HICKORY STREET (2)	4	MAGNOLIA AVE. - DEAD END	9	\$9,333.88
JAMES DRIVE WEST	5	US 61 - WIDGEON DR.	9	\$158,097.33
KELLER STREET (1)	1	RIVER RD. (W. BANK) - CONCRETE	9	\$25,927.44
KENNEDY STREET (1)	2	RIVER RD. (W. BANK) - DEAD END	9	\$108,376.70
LAUREL COURT	2	CUL-DE-SAC - (SUWANEE DR.) - CUL-DE-S	9	\$20,384.00
LILY STREET	4	PINE ST. (4) - ACORN DR.	9	\$56,487.52
LOWE STREET	1	RIVER RD. (W. BANK) - BAMBOO ST.	9	\$47,710.42
LUSSAN LANE	2	RIVER RD. (W. BANK) - LULING AVE.	9	\$42,668.37
MARTIN LANE	4	LA 631 - DEAD END	9	\$13,482.27
MEADOWS DRIVE	1	EVE ST. (1) - RIVER OAKS DR. (1)	9	\$71,162.00
MICHAEL DRIVE (2)	2	WILLOWDALE BLVD. (2) - PUMP STATION	9	\$18,856.32
MILLING AVENUE (3)	2	(ASPHALT) TALBOT DR. - DEAD END	9	\$0.00
MONGRUE STREET	2	LULING AVE. - BRADWALL AVE.	9	\$23,224.70
NOTO STREET	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	9	\$22,333.64
NOTTAWAY DRIVE	3	STANTON HALL DR. - ARLINGTON LN.	9	\$125,580.00
OAK MANOR LANE	5	RIVER RD. (E. BANK) - CUL-DE-SAC	9	\$57,260.00
OAKLAWN DRIVE (2)	5	CONCRETE - DEAD END	9	\$34,318.50
ORMOND BOULEVARD (2)	3	SOUTH RAILROAD CROSSING - US 61	9	\$0.00
PALM PLACE	2	LA 3060 - BERNICE DR.	9	\$25,642.43
PARLANGE DRIVE	3	OAKLAND DR. - DUNLEITH DR.	9	\$467,590.67
PATRICIA COURT	2	MICHAEL DR. (1) - MICHAEL DR. (1) (LOO	9	\$25,106.40
PECAN STREET	1	DEAD END - (OAK St. (1)) - DEAD END	9	\$8,347.85
PINE STREET (5)	6	W. PINE ST. - DEAD END	9	\$0.00
PLANTATION ROAD (1)	1	LOWE ST. - BAMBOO ST.	9	\$0.00
RIDGE ROAD	4	TREGLE LN. - DEAD END	9	\$103,816.57
RIVER POINT DRIVE (2)	3	RIVER RD. (E. BANK) - LIVE OAK DR.	9	\$137,867.33
RIVER POINT DRIVE (2)	6	RIVER RD. (E. BANK) - LIVE OAK DR.	9	\$137,867.33
RIVER RIDGE DRIVE (1)	7	US 90 - CONCRETE	9	\$39,928.26
ROSEDALE DRIVE	1	TARA DR. - LONGWOOD DR.	9	\$41,860.00
SAM STREET	4	RUTH ST. (2) - DEAD END	9	\$4,981.21
SAVOIE LANE	4	LA 631 - DEAD END	9	\$6,222.59
SECOND STREET (6)	6	WASHINGTON ST. - EAST ST.	9	\$71,177.27
SHARON AVENUE	4	LOCUST ST. - CUL-DE-SAC	9	\$33,187.12

SHAW STREET	1	RIVER RD. (W. BANK) - SYCAMORE ST.	9	\$24,057.52
SHORT STREET (2)	4	ANGEL DR. - SAM ST.	9	\$8,151.78
SOUTH KINLER STREET (2)	1	TURNER LN. - DEAD END	9	\$0.00
SPILLWAY PARK ROAD	6	BONNET CARRE SPILLWAY RD. (1) - BOAT	9	\$18,856.32
SPRUCE STREET (2)	6	W. PINE ST. - DEAD END	9	\$55,066.35
ST. JOHN STREET	7	BIRCH ST. (1) - PRIMROSE DR. (2)	9	\$0.00
ST. JUDE STREET (1)	1	DEAD END - CONCRETE	9	\$16,433.03
ST. PAUL STREET (1)	1	S. DESTREHAN - DEAD END	9	\$7,542.01
ST. PAUL STREET (2)	2	S. DESTREHAN - S. DESTREHAN	9	\$8,925.42
STEVEN COURT	2	ALICIA CT. - DEAD END	9	\$71,162.00
SUGARHOUSE ROAD	2	RIVER RD. (W. BANK) - ANGUS ST.	9	\$104,574.01
SUNSET COURT	1	SMITH ST. - DEAD END	9	\$88,853.33
SYCAMORE STREET	5	HOME PLACE (LA 3160) - DEAD END	9	\$41,483.90
TARA DRIVE	1	ROSEDALE DR. - SAN FRANCISCO DR.	9	\$4,186.00
THIRD STREET (1)	4	US 90 - LA 631	9	\$8,296.78
UP THE BAYOU ROAD (2)	4	DEAD END - (OLD SPANISH TRAIL) - DEAD	9	\$80,001.87
WALNUT PLACE	2	LA 3060 - BERNICE DR.	9	\$25,642.43
WEST HOOVER STREET	6	RIVER RD. (E. BANK) - DEAD END	9	\$39,284.00
WEST MCADOO STREET	6	PARK AVE. - RAILROAD	9	\$23,570.40
WILLIAM STREET	4	MAGNOLIA RIDGE RD. (LA 633) - MAGN	9	\$12,162.33
WILLOW STREET	4	ACORN ST. - DEAD END	9	\$5,802.25
WILLOWDALE BOULEVARD (1)	2	US 90 - E. HEATHER DR. (1)	9	\$149,963.72
WILLOWDALE BOULEVARD (3)	2	ASPHALT - BEAUPRE DR. (1)	9	\$31,882.67

9 Total \$4,755,081.37

1ST STREET	5	RIVER RD. (E. BANK) - SHELL ROADWAY	8	\$49,780.68
3RD STREET (1)	2	PAUL MALLARD RD. (LA 52) - SUGARHOU	8	\$26,127.79
5TH STREET (1)	2	PAUL MALLARD RD. (LA 52) - ELLINGTON	8	\$3,629.84
ADAMS STREET (2)	5	DEAD END - (MOCKINGBIRD LN.) - DEAD	8	\$47,824.00
ALICE STREET	2	RIVER RD. (W. BANK) - DEAD END	8	\$0.00
ALLIE LANE	7	HACKBERRY LN. - DEAD END	8	\$127,073.33
AMELIA STREET (1)	2	RIVER RD. (W. BANK) - CUL-DE-SAC	8	\$0.00
AMY STREET	6	ORMOND MEADOWS DR. - DEAD END	8	\$20,048.00
ARIES STREET	1	HOME PLACE (LA 3160) - SCORPIO ST.	8	\$33,936.00
AVENUE OF OAKS	3	RIVER RD. (E. BANK) - CUL-DE-SAC	8	\$76,440.00
BARRECA STREET (1)	6	RIVER RD. (E. BANK) - THIRD ST. (2)	8	\$0.00
BETHANY DRIVE	7	E. HEATHER DR. (1) - BARRETT DR.	8	\$0.00
BRANDON HALL DRIVE	3	DUNLEITH DR. - STANTON HALL DR.	8	\$333,596.67
BROOKLYN STREET	7	PAUL MALLARD RD. (LA 52) - KINLER ST. (	8	\$8,815.33
CALCAGNO STREET	6	CC RD. - FIRE HYDRANT	8	\$12,728.02
CAMPUS DRIVE, WEST	2	RIVER RD. (E. BANK) - DEAD END	8	\$29,302.00
CARLON DRIVE	4	US 90 - LA 631	8	\$23,334.70
CEDAR LANE (3)	4	SHARON AVE. - DEAD END	8	\$0.00
CEDAR STREET	6	US 61 - DEAD END	8	\$34,412.78
CHURCH STREET (2)	4	LA 631 - DEAD END	8	\$22,038.32
COLLIER DRIVE	2	POST DR. - COURVILLE ST.	8	\$87,906.00
COMMERCIAL PLACE	1	S. DESTREHAN AVE. - DEAD END	8	\$0.00
CORONADO DRIVE WEST	7	US 90 - VALENCIA - SANTA CRUZ	8	\$81,778.06
COUNTRY COTTAGE ESTATES B	6	RIVER RD. (E. BANK) - LIZA CT.	8	\$83,720.00
CRESPO AVENUE	5	RIVER RD. (E. BANK) - DEAD END	8	\$16,593.56

DELTA DRIVE	5	RIVER RD. (E. BANK) - PARK PL. (3)	8	\$38,612.00
DUFRESNE LOOP	1	RIVER RD. (W. BANK) - RIVER RD. (W. BA	8	\$52,000.23
DUNLEITH DRIVE	3	PARLANGE DR. - DUNLEITH COURT	8	\$778,605.33
E. S. JOHNSON STREET (1)	6	VAN'S LN. - E. LAWSON ST.	8	\$73,007.53
EAST HARDING STREET	6	US 61 - RAILROAD	8	\$82,764.51
EAST MCADOO STREET	6	E. S. JOHNSON ST. (1) - DEAD END	8	\$19,445.58
EAST ROAD	6	RIVER RD. (E. BANK) - DEAD END	8	\$43,191.78
EDNA DRIVE	4	SHAMROCK DR. (1) - SHAMROCK DR. (1)	8	\$40,662.87
EVE STREET (1)	1	LONGVIEW DR. (1) - ASPHALT	8	\$96,278.00
EVERGREEN STREET (1)	1	SAN FRANCISCO DR. - LONGWOOD DR.	8	\$37,674.00
FAIRVIEW DRIVE	5	RIVER RD. (E. BANK) - DELTA PETROLEU	8	\$4,192.02
FIR STREET	4	MAGNOLIA AVE. - SHARON AVE.	8	\$0.00
FOX LANE	5	US 61 - DEAD END	8	\$12,445.17
FRANKLIN STREET	7	BURAS ST. - PRIMROSE DR. (2)	8	\$6,589.33
GRAND BAYOU DRIVE	4	S. BAYOU ESTS. DR. - BAYOU ESTS. DR.	8	\$7,120.23
GRETCHEN COURT	6	CNTRY. COTTAGE ESTS. BLVD. - ANN CT.	8	\$23,576.00
IVY LANE	7	LAKEWOOD DR. (1) - LAKEWOOD DR. (1)	8	\$46,467.56
JAMES DRIVE EAST	5	JAMES DR. - CUL-DE-SAC	8	\$198,240.00
JOHNSON STREET (2)	5	DEAD END - (ALMEDIA PLANTATION DR.)	8	\$0.00
KELLOGG DRIVE	7	MONSANTO AVE. (2) - BLOUIN ST.	8	\$0.00
KENNER DRIVE	6	RIVER RD. (E. BANK) - DEAD END	8	\$0.00
KIRK STREET	4	US 90 - BARBER ST.	8	\$21,779.05
KLINER ROAD	4	US 90 - DEAD END	8	\$9,145.32
LAGATTUTA DRIVE	7	CATHERINE DR. - PRIMROSE DR. (2)	8	\$41,608.45
LONE STAR DRIVE	2	RIVER RD. (W. BANK) - DEAD END	8	\$18,715.88
LONGWOOD DRIVE	1	SAN FRANCISCO DR. - ROSEDALE DR.	8	\$16,744.00
LOUISIANA STREET	4	US 90 - BARBER ST.	8	\$21,779.05
LUKE DRIVE (1)	4	BAYOU GAUCHE RD (LA 306) - SECOND S	8	\$39,409.71
LYNDON STREET	1	BOUTTE ESTS. DR. (2) - DEAD END	8	\$0.00
MADEWOOD DRIVE	3	ARLINGTON LN. - CUL-DE-SAC	8	\$54,516.00
MAGNOLIA COURT	2	CUL-DE-SAC- (SUWANEE DR.) - CUL-DE-S	8	\$3,556.00
MAGNOLIA MANOR BOULEVA	4	MAGNOLIA RIDGE RD. (LA 633) - DEAD E	8	\$31,098.67
MALONEY DRIVE	4	US 90 - LA 631	8	\$26,609.02
MARTIN STREET	1	DEAD END - (BOUTTE ESTS. DR. (1)) - DE	8	\$23,576.00
MATHERNE DRIVE	4	BAYOU GAUCHE RD (LA 306) - SHAMROC	8	\$56,003.27
MEGAN STREET	2	LOUIS FIRST ST. - BADALAMENTI ST.	8	\$6,631.14
MELROSE DRIVE	3	STANTON HALL DR. - GREENWOOD DR.	8	\$577,668.00
MEYER LANE	4	LA 631 - DEAD END	8	\$5,704.04
MURRAY HILL DRIVE	3	RIVER RD. (E. BANK) - COUNTRY CLUB	8	\$113,632.90
NINTH STREET	6	VAN'S LN. - E. TERRACE ST.	8	\$67,303.31
OAKLAND DRIVE	3	DUNLEITH DR. - PARLANGE DR.	8	\$395,812.67
OAKLAWN DRIVE (1)	5	RIVER RD. (E. BANK) - ASPHALT	8	\$9,884.00
OAKLEY LANE	3	OAKLEY DR. - ARLINGTON LN.	8	\$13,328.00
ORMOND OAKS DRIVE	3	MURRAY HILL DR. - CUL-DE-SAC	8	\$284,480.00
ORMOND VILLAGE DRIVE (1)	3	LIVE OAK DR. - CUL-DE-SAC	8	\$151,209.33
ORMOND VILLAGE DRIVE (1)	6	LIVE OAK DR. - CUL-DE-SAC	8	\$151,209.33
PALOMINO DRIVE	5	RIVER RD. (E. BANK) - WAGONTRAIN LN.	8	\$72,636.12
PINE STREET (2)	4	BAYOU GAUCHE RD (LA 306) - CONCRET	8	\$0.00
PIRATE DRIVE	5	RIVER RD. (E. BANK) - DEAD END	8	\$32,998.56

PONDEROSA ROAD (1)	1	PAUL MALLARD RD. (LA 52) - GOOD CHIL	8	\$3,889.12
PRIMROSE DRIVE (1)	7	VALENCIA DR. - ST. JOHN ST.	8	\$101,376.29
RISTROPH STREET (1)	2	LULING AVE. - DEAD END	8	\$6,481.86
RIVER BEND BOULEVARD (1)	5	US 61 - PARK	8	\$71,082.67
RIVER BEND BOULEVARD (2)	5	PARK- RIVER RD. (E. BANK)	8	\$154,448.00
RIVERWOOD DRIVE	5	RIVER RD. (E. BANK) - CUL-DE-SAC	8	\$113,792.00
RUTH STREET (3)	4	US 90 - ANGEL DR.	8	\$20,328.00
SAVANNA DRIVE	2	WILLOWDALE BLVD. (3) - BEAUPRE DR. (	8	\$17,780.00
SHORT STREET (4)	6	DIAMOND ST. - EAST RD.	8	\$13,306.21
SIXTH STREET (2)	6	W. EASY ST. - W. LAWSON ST. (1)	8	\$8,470.61
SOUTH DESTREHAN AVENUE	1	RIVER RD. (E. BANK) - DEAD END	8	\$27,817.98
SOUTH DESTREHAN AVENUE	2	RIVER RD. (E. BANK) - DEAD END	8	\$27,817.98
SOUTH KINLER STREET (3)	1	TURNER LN. - DEAD END	8	\$12,963.72
SOUTH STREET	4	US 90 - BARBER ST.	8	\$17,112.11
SPILLWAY WEST BOAT LAUNCH	6	US 61 - BOAT LAUNCH	8	\$18,070.64
ST. CHARLES PLACE	1	RIVER RD. (W. BANK) - DEAD END	8	\$0.00
ST. CHARLES STREET (1)	6	RIVER RD. (E. BANK) - TERRACE ST.	8	\$0.00
ST. CHARLES STREET (4)	6	APPLE ST. - APPLE ST.	8	\$16,593.56
STANTON HALL DRIVE	3	ORMOND BLVD. (2) - NOTTOWAY DR.	8	\$564,732.00
SUMMERTON DRIVE	5	CLUB DR., E. - DEAD END	8	\$33,488.00
SUNSHINE DRIVE	4	GRAND BAYOU RD (LA 632) - DEAD END	8	\$0.00
TERRACE STREET	6	RIVER RD. (E. BANK) - ST. CHARLES ST. (1	8	\$44,194.50
TERRENCE LANE	4	LA 631 - DEAD END	8	\$3,766.35
TINNEY STREET (1)	1	PAUL MALLARD RD. (LA 52) - CONCRETE	8	\$23,570.40
TINNEY STREET (2)	1	ASPHALT - DEAD END	8	\$46,046.00
VILLERE DRIVE	3	ORMOND BLVD. (2) - ORMOND BLVD. (2)	8	\$895,804.00
WENGER ROAD	4	US 90 - LA 631	8	\$0.00
WEST COURT DRIVE	2	E. LEVERT DR. - DEAD END	8	\$3,413.78
WEST HEATHER DRIVE (1)	7	MARYLAND DR. - TEXACO RD.	8	\$53,210.18
WEST WOODLAWN DRIVE	3	ROSEDOWN DR. - E. WOODLAWN DR.	8	\$305,578.00
WILLOWRIDGE DRIVE	2	DEAD END - (AUGUSTA LN.) - DEAD END	8	\$53,340.00
WISNER STREET (1)	4	US 90 - BARBER RD.	8	\$32,668.57
ZEE ANN DRIVE	2	E. LEVERT DR. - CUL-DE-SAC	8	\$34,224.22

8 Total

\$7,652,361.79

3RD STREET (2)	5	RIVER RD. (E. BANK) - SHORT ST. (3)	7	\$10,370.98
ALBANIA DRIVE	2	E. HEATHER DR. (1) - CUL-DE-SAC	7	\$45,632.29
ALICIA COURT	2	DEAD END - (STEVEN CT.) - DEAD END	7	\$0.00
ANN COURT	6	JENNY CT. - GRETCHEN CT.	7	\$37,674.00
ANN LANE	5	STEVE ST. - ANN DR.	7	\$42,672.00
AQUEDUCT DRIVE	6	HOLLYWOOD PARK DR. - DEAD END	7	\$0.00
ARLINE COURT	6	CNTRY. COTTAGE ESTS. BLVD. - LINDA DI	7	\$66,976.00
ARLINGTON DRIVE	2	WILLOWDALE BLVD. (2) - ALBANIA DR.	7	\$22,816.15
ARLINGTON PARK DRIVE	6	HOLLYWOOD PARK DR. - CUL-DE-SAC	7	\$6,832.00
ASHTON DRIVE	1	S. DESTREHAN AVE. - LONGWOOD DR.	7	\$8,894.67
ASHTON PLANTATION BOULEV	7	RIVER RD. (W. BANK) - DEAD END	7	\$232,337.78
AUTIN LANE	4	US 90 - LA 631	7	\$23,334.70
BARRECA STREET (3)	6	US 61 (D.E.) - EIGHT ST. (D.E.)	7	\$11,618.24
BEAUPRE DRIVE (1)	2	COTTAGE DR. - WILLOWDALE BLVD. (3)	7	\$33,366.67
BELLE GROVE DRIVE	3	ROSEDOWN DR. - BOCAGE DR. (2)	7	\$284,648.00

BELSOME STREET	2	RIVER RD. (W. BANK) - DEAD END	7	\$6,849.17
BEVERLY STREET	5	DEAD END - (MOCKINGBIRD LN.) - DEAD	7	\$12,558.00
BOCAGE DRIVE (1)	2	E. HEATHER DR. (1) - ASPHODEL DR. (1)	7	\$20,525.89
BOCAGE DRIVE (2)	3	VILLERE DR. - BELLE HELENE DR.	7	\$105,966.00
BORAS LANE	4	DOWN THE BAYOU RD. - DEAD END	7	\$19,445.58
BOUTTE ESTATES DRIVE (3)	1	TURNER LN. - DEAD END	7	\$13,328.00
BRADWALL AVENUE	2	RIVER RD. (W. BANK) - ST. CHARLES BLV	7	\$8,559.00
BURGUIERES LANE	1	RIVER RD. (E. BANK) - RED CHURCH LN.	7	\$16,593.56
CHARLESTOWNE DRIVE	5	RIVER RD. (E. BANK) - CLUB DR., E.	7	\$69,701.33
CHESTNUT STREET	2	LA 3060 - BERNICE DR.	7	\$0.00
CLAYTON STREET (3)	6	US 61 - EIGHTH ST. (1) (D.E.)	7	\$13,277.99
COMMON STREET	4	EULA DR. - DEAD END	7	\$11,408.07
CORONADO DRIVE	7	US 90 - SANTA CRUZ CT. (1)	7	\$49,772.83
DEBRA COURT	7	TERRI DR. - CUL-DE-SAC	7	\$7,630.92
DESTREHAN BOULEVARD	2	ALPHA BLVD. - DEAD END	7	\$13,651.56
DEVEREAUX DRIVE	3	STANTON HALL DR. - DUNLEITH DR.	7	\$227,752.00
DIXIE DRIVE	4	BAYOU GAUCHE RD (LA 306) - DEAD END	7	\$0.00
DOGWOOD DRIVE	2	CYPRESS DR. - WILLOWRIDGE DR.	7	\$27,776.00
DUFRENE LANE	4	EASY ST. (1) - DEAD END	7	\$0.00
DUHE DRIVE	1	FASHION BLVD. - RAILROAD	7	\$34,418.68
EDGEWOOD DRIVE	3	STANTON HALL DR. - DUNLEITH DR.	7	\$129,766.00
EIGHTH STREET (2)	6	E. LAWSON ST. - E. EASY ST.	7	\$8,827.11
ELM STREET (2)	1	RIVER RD. (W. BANK) - LEVEE BIKE PATH	7	\$4,753.36
ELMWOOD DRIVE	3	ORMOND BLVD. (1) - ORMOND BLVD. (1)	7	\$284,648.00
EVERGREEN STREET (2)	7	LAKEWOOD DR. (1) - CUL-DE-SAC	7	\$0.00
FASHION BOULEVARD SOUTH (	1	DIVIDED PORTION - RAILROAD	7	\$162,164.35
FERN STREET (2)	7	OAK LN. - KELLOGG DR.	7	\$19,400.40
FIFTH STREET (1)	6	NORCO ST. - DEAD END (PAST SCHOOL)	7	\$71,877.93
FLOWERWOOD COURT	7	LAKEWOOD DR. (1) - CUL-DE-SAC	7	\$16,744.00
FRICKEY LANE	4	BAYOU GAUCHE RD (LA 306) - DEAD END	7	\$0.00
GARDENIA COURT	7	LAKEWOOD DR. (1) - CUL-DE-SAC	7	\$16,744.00
GENERAL LEE DRIVE	1	FASHION BLVD. S. (2) - FASHION BLVD. S.	7	\$28,628.22
GENERAL TAYLOR DRIVE	1	UNION DR. - FASHION BLVD. S. (2)	7	\$24,415.01
HAHN STREET	1	RIVER RD. (W. BANK) - LIMESTONE DRIV	7	\$0.00
JAMES BOULEVARD	5	US 61 - JAMES DR.	7	\$20,930.00
JUDGE EDWARD DUFRESNE PA	1	RIVER RD. (W. BANK) - CUL-DE-SAC	7	\$0.00
JULIA STREET (1)	1	RIVER RD. (W. BANK) - KING ST.	7	\$0.00
KELLER STREET (2)	1	ASPHALT - TRAILSWAY DR.	7	\$28,448.00
LAC BORGNE	7	LAC VERRET DR. - GATE	7	\$13,664.00
LAC CALCASIEU DRIVE	7	LAC CALCASIEU DR. (CIRCLE)	7	\$61,488.00
LAC SAUVAGE DRIVE	7	LAC VERRET DR. - CUL-DE-SAC	7	\$0.00
LAC SEGNETTE DRIVE	7	CUL-DE-SAC - LAC VERRET DR. - CUL-DE-S	7	\$7,858.67
LAKE CAROLYN DRIVE	7	LAKE CATHERINE DR. - LAKE CATHERINE	7	\$15,638.00
LAKE CATHERINE DRIVE	7	LAKEWOOD DR. (2) - LAKEWOOD DR. (2)	7	\$10,938.67
LAKEWOOD DRIVE (3)	2	S. LAKE DR. - RATHBOURNE PARK	7	\$15,530.67
LAURA LANE	3	PLANTATION RD. (2) - CUL-DE-SAC	7	\$49,917.78
LAUVE LANE	7	EASY ST. (2) - DEAD END	7	\$4,407.66
LEIGH LANE	6	EDGEWOOD LN. - NORTHBEND LN.	7	\$29,652.00
LINCOLN STREET	1	RIVER RD. (W. BANK) - GUM ST. (1)	7	\$0.00

LINWOOD DRIVE	3	E. WOODLAWN DR. - DEAD END	7	\$385,112.00
MARGUERITE LANE	4	MALONEY DR. - DEAD END	7	\$5,387.80
MARINO DRIVE (3)	6	US 61 - EIGHTH ST. (1) (D.E.)	7	\$0.00
MARKET STREET	4	LOUISIANA ST. - DEAD END	7	\$4,407.66
MARY STREET (1)	6	RIVER RD. (E. BANK) - THIRD ST. (2)	7	\$38,855.80
MICHAEL STREET	2	RIVER RD. (W. BANK) - DEAD END	7	\$5,087.28
MITCHELL LANE	4	US 90 - DEAD END	7	\$19,799.14
MONTPELIER DRIVE	7	PRIMROSE DR. (1) - ZACHARY DR.	7	\$3,556.00
MURPHY LANE	4	US 90 - DEAD END	7	\$0.00
MYRTLE STREET	4	US 90 - DEAD END	7	\$12,445.17
NOEL STREET	2	AMELIA ST. (2) - LORRAINE ST. (2)	7	\$12,963.72
NORMAN AVENUE	4	US 90 - DEAD END	7	\$0.00
OAK STREET (1)	1	RIVER RD. (W. BANK) - BUTTERNUT ST.	7	\$50,008.53
OPAL LANE	5	RIVER RD. (E. BANK) - PONY LN. (2)	7	\$0.00
ORMOND TRACE	3	VILLERE DR. - CUL-DE-SAC	7	\$242,788.00
ORMOND VILLAGE DRIVE (2)	3	RIVER RD. (E. BANK) - LIVE OAK DR.	7	\$151,209.33
PETER LANE	5	STEVE ST. - DELL ST.	7	\$124,460.00
PINE STREET (1)	1	HAHN ST. - ELM ST. (1)	7	\$0.00
PINE STREET (3)	4	ASPHALT - DEAD END	7	\$16,706.67
PLANT ROAD (MOTIVA)	6	WESCO ST. - GRAVEL PARKING LOT	7	\$0.00
PRIMROSE DRIVE (2)	7	VALENCIA DR. - RIVER RIDGE DR. (2)	7	\$42,672.00
RACHEL COURT	6	CNTRY. COTTAGE ESTS. BLVD. - DEAD EN	7	\$3,416.00
RAILROAD AVENUE	4	UP THE BAYOU RD. (2) - RIDGE RD.	7	\$13,924.21
REFUGE DRIVE	2	CYPRESS DR. - WILLOWRIDGE DR.	7	\$32,004.00
ROGERS LANE	4	OLD US 90 - DEAD END	7	\$0.00
ROSELAND DRIVE	2	CYPRESS DR. - WILLOWRIDGE DR.	7	\$32,405.33
ROWENA HOLLOW BOULEVARD	5	RIVER RD. (E. BANK) - MOCKINGBIRD LN.	7	\$15,698.67
SAN FRANCISCO DRIVE	1	TARA DR. - LONGVIEW DR. (1)	7	\$50,232.00
SCHAUBHUT LANE	4	DOWN THE BAYOU RD. - DEAD END	7	\$19,642.00
SCHEXNAYDRE LANE, EAST	3	RIVER RD. (E. BANK) - DESTREHAN HIGH	7	\$44,807.33
SCHOOL HOUSE ROAD	1	SHORT ST. (1) - RAILROAD DR.	7	\$0.00
SCORPIO STREET	1	ARIES ST. - LEO ST.	7	\$98,037.33
SECOND STREET (1)	2	PAUL MALLARD RD. (LA 52) - MILLING A	7	\$13,063.89
SECOND STREET (5)	6	W. EASY ST. - W. HARDING ST.	7	\$0.00
SELLERS AVENUE	2	RIVER RD. (W. BANK) - DEAD END	7	\$0.00
SHAMROCK DRIVE (1)	4	PLEASANT VALLEY DR. (2) - MARK DR.	7	\$15,713.60
SHORT STREET (3)	5	1ST ST. - 4TH ST. (2)	7	\$9,333.88
SPILLWAY ROAD	6	CC RD - RIVER RD. (E. BANK)	7	\$197,048.54
SPRUCE STREET (1)	4	MAGNOLIA AVE. - DEAD END	7	\$8,838.90
ST. CHARLES BOULEVARD	2	RIVER RD. (W. BANK) - LULING AVE.	7	\$29,551.39
ST. CHARLES STREET (2)	6	RIVER RD. (E. BANK) - THIRD ST. (3)	7	\$39,409.71
ST. JUDE STREET (2)	2	ASPHALT - CUL-DE-SAC	7	\$8,372.00
ST. MARKS AVENUE	2	RIVER RD. (W. BANK) - DEAD END	7	\$30,936.15
STEPHEN STREET	5	RIVER RD. (E. BANK) - STEVE ST.	7	\$92,456.00
STORE HOUSE LANE	3	ORMOND BLVD. (2) - CUL-DE-SAC	7	\$79,534.00
SURREY STREET	1	PIONEER ST. - WAGON WHEEL DR.	7	\$4,186.00
SUWANNE DRIVE	2	LAUREL CT. - MAGNOLIA CT.	7	\$22,624.00
TERRI DRIVE	7	CATHERINE DR. - DEAD END	7	\$34,245.83
TOUCHARD LANE	4	DOWN THE BAYOU RD. - EASY ST. (1)	7	\$0.00

TREGLE LANE	4	UP THE BAYOU RD. (2) - DEAD END	7	\$19,704.85
TREPAGNIER DRIVE	3	VILLERE DR. - CUL-DE-SAC	7	\$25,414.67
TURNER LANE	1	PAUL MALLARD RD. (LA 52) - BOUTTE ES	7	\$32,668.57
VOISIN DRIVE	3	TREPAGNIER DR. - VILLERE DR.	7	\$35,364.00
WAGONTRAIN LANE (1)	5	DEAD END - (PALOMINO DR.) - CONCRET	7	\$16,593.56
WAGONTRAIN LANE (2)	5	ASPHALT - DEAD END	7	\$96,278.00
WARREN DRIVE (1)	2	RIVER RD. (W. BANK) - DAVIS DR.	7	\$0.00
WEST LAWSON STREET (1)	6	PARK AVE. - RAILROAD	7	\$35,060.97
WEST LAWSON STREET (2)	6	RIVER RD. (E. BANK) - PARK AVE- W LAWS	7	\$2,357.04
WEST PINE STREET	6	FIFTH ST. (1) - PINE ST. (5)	7	\$23,334.70
WHITEHALL DRIVE	1	LONGWOOD DR. - CUL-DE-SAC	7	\$4,186.00
WHITLEY ROAD	4	US 90 - LA 631	7	\$54,447.62
ZACHARY DRIVE	7	MONTPELIER DR. - MONTPELIER DR.	7	\$5,824.00
ZELLER STREET	2	RIVER RD. (W. BANK) - DEAD END	7	\$9,840.64

7 Total

\$4,884,844.37

4TH STREET (1)	2	PAUL MALLARD RD. (LA 52) - SUGARHOU	6	\$26,445.99
6TH STREET	2	DEAD END - MILLING AVE. (2)	6	\$0.00
ABRAHAM STREET	1	BOUTTE ESTS. DR. (1) - DEAD END	6	\$4,186.00
ACADIA LANE	6	PLANTATION RD. (2) - CUL-DE-SAC	6	\$60,162.67
ALLISON DRIVE	7	N. LAKE DR. - S. LAKE DR.	6	\$8,885.33
ALMEDIA PLANTATION DRIVE	5	ALMEDIA RD (LA 50) - EISENHOWER ST.	6	\$0.00
ALPHA DRIVE	2	DESTREHAN BLVD. - CUL-DE-SAC	6	\$149,986.67
ANTOINE LANE	2	RIVER RD. (W. BANK) - LULING AVE.	6	\$0.00
ASH STREET (1)	1	HAHN ST. - JULIA ST. (1)	6	\$0.00
ASHLAND DRIVE (1)	2	ASPHODEL DR. (1) - BOCAGE DR. (1)	6	\$0.00
ASPHODEL DRIVE (1)	2	BEAUPRE DR. (2) - ALBANIA DR.	6	\$0.00
AUGUSTA LANE	2	WILLOWDALE BLVD. (3) - WILLOWRIDGE	6	\$6,987.56
AVALON PLACE	1	RIVER RD. (W. BANK) - LAKYNN LN.	6	\$8,372.00
AVERY STREET	7	PRIMROSE DR. (2) - BURAS ST.	6	\$0.00
BADALAMENTI STREET	2	RIVER RD. (W. BANK) - WILLARD ST.	6	\$0.00
BALBOA DRIVE	7	CORONADO DR. W. - PRIMROSE DR. (2)	6	\$0.00
BARRETT DRIVE	7	HAWTHORN DR. - BROWNING DR.	6	\$0.00
BARRIOS LANE	4	LA 631 - DEAD END	6	\$0.00
BART STREET	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	6	\$0.00
BEAU PLACE BOULEVARD	4	BAYOU GAUCHE RD (LA 306) - LA 306 (L	6	\$43,190.00
BELL ORMOND CIRCLE	3	STANTON HALL DR. - BELL ORMOND CIR.	6	\$57,754.67
BEN STREET	1	KILLONA DR. (1) - ADAMS ST. (1)	6	\$0.00
BLOUIN STREET	7	KELLOGG DR. - MONSANTO AVE. (2)	6	\$5,980.99
BOB & LUCY LANE	2	BERNARD AVE. - DEAD END	6	\$4,148.39
BONNET CARRE SPILLWAY ROA	6	ASPHALT - RAILROAD	6	\$0.00
BRADEN DRIVE	7	N. LAKE DR. - S. LAKE DR.	6	\$8,372.00
BREAUX STREET	4	US 90 - MYRTLE ST.	6	\$11,490.57
BRIDLE PATH LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	6	\$0.00
BURAS STREET	7	AVERY ST. - FRANKLIN ST.	6	\$0.00
CACTUS LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	6	\$8,296.78
CADOW STREET	4	US 90 - BARBER ST.	6	\$14,000.82
CAMPUS DRIVE, EAST	2	RIVER RD. (E. BANK) - DESTREHAN BLVD.	6	\$69,603.33
CANAL STREET	7	PAUL MALLARD RD. (LA 52) - DEAD END	6	\$0.00
CANYON LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	6	\$0.00

CARRIAGE LANE	3	STANTON HALL DR. - DUNLEITH CT.	6	\$106,624.00
CEDAR LANE (2)	3	ORMOND VILLAGE DR. - DEAD END	6	\$0.00
CHRISTIAN STREET	5	RIVERVIEW DR. - DEAD END	6	\$3,929.33
CHRISTINA COURT	7	TERRI DR. - CUL-DE-SAC	6	\$0.00
CHURCHILL DOWNS DRIVE	6	HOLLYWOOD PARK DR. - DEAD END	6	\$12,558.00
CORETTA DRIVE	1	BOUTTE ESTS. DR. (3) - DEAD END	6	\$0.00
COVE LANE	3	ORMOND BLVD. (2) - CUL-DE-SAC	6	\$49,964.44
DAN'S LANE	4	EASY ST. (1) - DEAD END	6	\$0.00
DEBBIE COURT	2	GREGORY DR. - CUL-DE-SAC	6	\$0.00
DELL STREET	5	STEPHEN ST. - PITRE DR.	6	\$24,892.00
DOWN THE BAYOU ROAD	4	UNDER US 90 BRIDGE - DEAD END	6	\$20,741.95
DUCADET DRIVE	3	BEAUREGARD LN., S. - ORMOND BLVD. (	6	\$143,150.00
EAST COURT DRIVE	2	E. LEVERT DR. - DEAD END	6	\$3,413.78
EAST PIN OAK DRIVE	5	S. PIN OAK DR. - N. PIN OAK DR.	6	\$12,558.00
EISENHOWER STREET	5	CUL-DE-SAC - (ALMEDIA PLANTATION DR	6	\$0.00
ELDERBERRY DRIVE	7	HAWTHORN DR. - BROWNING DR.	6	\$13,199.42
ELM STREET (1)	1	RIVER RD. (W. BANK) - PINE ST. (1)	6	\$0.00
ESTAY LANE	4	WISNER ST. (2) - SCHOOL	6	\$18,384.91
ETIENNE LANE	6	RIVER RD. (E. BANK) - DEAD END	6	\$0.00
EVANGELINE LANE	3	PLANTATION RD. (2) - CUL-DE-SAC	6	\$84,588.00
EVANGELINE STREET	2	ST. CHARLES BLVD. - MONGRUE ST.	6	\$0.00
FAITH PLACE	7	RIVER RIDGE DR. (1) - CUL-DE-SAC	6	\$11,844.13
FASHION BOULEVARD SOUTH (	1	LA 3127 - DIVIDED PORTION	6	\$41,051.78
FIFTH STREET (2)	6	W. LAWSON ST. (1) - W. EASY ST.	6	\$9,030.41
FIRST STREET (1)	6	WASHINGTON ST. - TEAL ST.	6	\$0.00
FOURTH STREET (1)	6	NORCO ST. - SPRUCE ST. (2)	6	\$46,669.39
FOURTH STREET (4)	6	W. EASY ST. (D.E.) - W. HARDING ST.	6	\$6,997.46
FRICKY LANE	4	WHITLEY RD. - WENGER RD.	6	\$0.00
GABRIELLE LANE	3	PLANTATION RD. (2) - CUL-DE-SAC	6	\$32,816.00
HACKBERRY LANE	7	PAUL MALLARD RD. (LA 52) - GASSEN ST.	6	\$22,038.32
HERMITAGE DRIVE	3	ORMOND BLVD. (1) - ELMWOOD DR.	6	\$75,604.67
J. B. GREEN ROAD	4	US 90 - LA 631	6	\$23,853.24
JAMES DRIVE	5	JAMES DR. E. - JAMES DR. W.	6	\$136,221.56
JANE LANE	5	STEVE ST. - DELL ST.	6	\$145,796.00
JENNY COURT	6	CNTRY. COTTAGE ESTS. BLVD. - ANN CT.	6	\$33,488.00
JONATHAN STREET	2	RIVER RD. (E. BANK) - DEAD END	6	\$42,230.30
KAYLEE DRIVE	1	LAKYNN LN. - TRISTAN LN.	6	\$8,372.00
KENNEDY STREET (2)	5	EISENHOWER ST. - ALMEDIA PLANTATIO	6	\$0.00
KERRY'S POINTE WEST	4	BAYOU GAUCHE RD (LA 306) - PUMP STA	6	\$11,490.57
KING STREET	1	HAHN ST. - JULIA ST. (1)	6	\$0.00
LAC BARRE COURT	7	LAC SAUVAGE DR. - CUL-DE-SAC	6	\$0.00
LAC BISTINEAU COURT	7	LAC CALCASIEU DR. - CUL-DE-SAC	6	\$0.00
LAC CALAHOULA DRIVE	7	ASHTON PLNTN. BLVD. - LAC CALCASIEU	6	\$0.00
LAC CHICOT DRIVE	7	LAC CALCASIEU DR. - LAC CYPRIERE DR.	6	\$13,328.00
LAC CLAIBORNE DRIVE	7	LAC CALCASIEU DR. - CUL-DE-SAC	6	\$0.00
LAC CYPRIERE DRIVE	7	LAC VERRET DR. - LAC VERRET DR.	6	\$71,162.00
LAC FELICITY DRIVE	7	LAC VERRET DR. - CUL-DE-SAC	6	\$0.00
LAC LAFRENIERE COURT	7	CUL-DE-SAC - (LAC VERRET DR.) - CUL-DE	6	\$0.00
LAC LAURIER DRIVE	7	ASHTON PLNTN. BLVD. - LAC VERRET DR.	6	\$0.00

LAC PALOURDE DRIVE	7	LAC VERRET DR. - CUL-DE-SAC	6	\$0.00
LAC PENCHANT DRIVE	7	CUL-DE-SAC - (LAC IBERVILLE DR.) - CUL-	6	\$7,858.67
LAC PETIT DRIVE	7	LAC SEGNETTE DR. - CUL-DE-SAC	6	\$0.00
LAC VERRET DRIVE	7	LAC VERRET DR. (CIRCLE)	6	\$66,976.00
LAFAILLE STREET	4	US 90 - LA 631	6	\$18,667.76
LAFAYETTE DRIVE	2	WILLOWDALE BLVD. (3) - WILLOWRIDGE	6	\$0.00
LAKELAND DRIVE	2	WILLOWDALE BLVD. (3) - DEAD END	6	\$0.00
LAKYNN LANE	1	AVALON PL. - MEREDITH PL.	6	\$18,834.67
LANDRY LANE	4	OLD US 90 - DEAD END	6	\$3,629.84
LISSO LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	6	\$0.00
LAUREL OAK DRIVE	5	N. PIN OAK DR. - RIVER RD. (E. BANK)	6	\$65,898.00
LEO STREET	1	HOME PLACE (LA 3160) - SCORPIO ST.	6	\$35,560.00
LILLY STREET	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	6	\$4,340.88
LIZA COURT	6	CNTRY. COTTAGE ESTS. BLVD. - CUL-DE-S	6	\$8,372.00
LORI COURT	7	DIANE DR. - CUL-DE-SAC	6	\$12,453.03
LORRAINE STREET (1)	4	US 90 - LA 631	6	\$0.00
LUKE DRIVE (2)	4	SHAMROCK DR. (2) - ASPHALT	6	\$17,080.00
LYNN DRIVE	4	KIRK ST. - CUL-DE-SAC	6	\$0.00
MADISON DRIVE	7	PRIMROSE DR. (2) - DEAD END	6	\$3,556.00
MARIA DRIVE	6	ORMOND MEADOWS DR. - DEAD END	6	\$0.00
MEREDITH PLACE	1	CUL-DE-SAC - (LAKYNN LANE) - CUL-DE-S	6	\$32,960.67
MISTLETOE DRIVE	6	HONEYSUCKLE DR. - WILD ROSE DR.	6	\$0.00
MONTGOMERY DRIVE	2	WILLOWDALE BLVD. (3) - DEAD END	6	\$0.00
NATCHEZ COURT	1	FASHION BLVD. S. (2) - CUL-DE-SAC	6	\$5,833.67
NICHOLAS STREET	1	RIVER RD. (W. BANK) - SHELL DRIVEWAY	6	\$0.00
NORTH OAK COURT	7	PAUL MALLARD RD. (LA 52) - CUL-DE-SA	6	\$23,884.67
OAKLAWN PARK DRIVE	6	DEAD END - (HOLLYWOOD PARK DR) - D	6	\$25,116.00
PARK PLACE (3)	5	DELTA DR. - RIVER BEND BLVD. (2)	6	\$61,475.56
PAYNE STREET	6	W. PINE ST. - FIFTH ST. (1)	6	\$0.00
PEACH STREET	1	ST. CHARLES PL. - DEAD END	6	\$0.00
PERRY LANE	2	DEAD END - ELLEN ST.	6	\$0.00
PETER STREET	4	LOUISIANA ST. - CUL-DE-SAC	6	\$0.00
PINE STREET (4)	4	MAGNOLIA AVE. - LILY ST.	6	\$0.00
PIT ROAD	1	LA 631 - DEAD END	6	\$44,661.00
PLEASANT VALLEY DRIVE (2)	4	ASPHALT - SHAMROCK DR. - ASPHALT	6	\$13,328.00
PLUM STREET	1	ST. CHARLES PL. - DEAD END	6	\$0.00
PM LANE	2	RIVER RD. (W. BANK) - DEAD END	6	\$28,215.73
RAILROAD DRIVE	1	MARY PLANTATION RD. (LA 3141) - SCH	6	\$23,224.70
REX STREET	2	LA 3060 - EVELYN DR.	6	\$24,886.41
RIVER OAKS DRIVE (2)	1	CONCRETE - LIMESTONE	6	\$0.00
ROLAND STREET	2	KENNEDY ST. (1) - DEAD END	6	\$0.00
ROSE STREET	1	DEAD END - (LOWE ST.) - DEAD END	6	\$0.00
RUE LA CANNES DRIVE	1	DEAD END - (JUDGE EDWARD...) - DEAD	6	\$13,262.67
RUE SYDNEY DRIVE	5	WAGONTRAIN LN. (2) - CUL-DE-SAC	6	\$138,138.00
RUTH STREET (1)	3	MURRAY HILL DR. - CONCRETE	6	\$7,889.42
RUTH STREET (2)	4	ASPHALT - DEAD END	6	\$49,018.67
SANTA CRUZ COURT (1)	7	CORONADO DR. - PRIMROSE DR. (2)	6	\$0.00
SANTA CRUZ COURT (2)	7	CORONADO DR. - CUL-DE-SAC	6	\$8,736.00
SCHMILL STREET	4	US 90 - DEAD END	6	\$14,672.57

SETTLERS DRIVE	1	PIONEER ST. - TRAILSWAY DR.	6	\$20,930.00
SEYMORE LANE	7	EASY ST. (2) - DEAD END	6	\$0.00
SHAMROCK DRIVE (2)	4	MARK DR. - DEAD END	6	\$0.00
SHORT STREET (1)	1	POST ST. - SCHOOL HOUSE RD.	6	\$3,735.91
SOMBRERO LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	6	\$8,296.78
ST. FRANCIS STREET (1)	1	S. DESTREHAN - PARKING LOT	6	\$2,769.52
ST. FRANCIS STREET (2)	2	DEAD END - S. DESTREHAN	6	\$3,299.86
ST. MARIA STREET	7	MONSANTO AVE. (1) - ST. JOHN ST. (D.E.	6	\$0.00
STEVE STREET	5	ANN ST. - PITRE DR.	6	\$88,900.00
TAYLOR STREET	4	US 90 - FONDA ST.	6	\$24,890.34
TEAL STREET	5	JAMES DR. W. - JAMES DR. E.	6	\$14,339.11
TRISTAN LANE	1	AVALON PL. - KAYLEE DR.	6	\$8,372.00
TUPELO COURT	2	CHOCTAW DR. - CUL-DE-SAC	6	\$3,556.00
UNION DRIVE	1	DEAD END - (FASHION BLVD. S. (2)) - CU	6	\$0.00
UP THE BAYOU ROAD (1)	4	UNDER US 90 BRIDGE - DEAD END	6	\$15,870.74
VALCOUR LANE	3	PLANTATION RD. (2) - CUL-DE-SAC	6	\$79,534.00
VILLERE PLACE	3	VILLERE DR. - CUL-DE-SAC	6	\$0.00
WAGON WHEEL DRIVE	1	SURREY ST. - DEAD END	6	\$0.00
WAVERLY PLACE	3	OAKLAND DR. - CUL-DE-SAC	6	\$106,507.33
WEST HARDING STREET	6	RIVER RD. (E. BANK) - RAILROAD	6	\$55,685.07
WHITE OAK DRIVE	5	S. PIN OAK DR. - N. PIN OAK DR.	6	\$17,416.00
WIDGEON DRIVE	5	JAMES DR. E. - CUL-DE-SAC	6	\$143,391.11
WISNER STREET (2)	4	BARBER RD. - DEAD END	6	\$0.00
WISTERIA LANE	2	CYPRESS DR. - WILLOWRIDGE DR.	6	\$7,112.00

6 Total

\$3,096,997.79

ABADIE LANE	5	DEAD END - (OAKLAWN RIDGE DR.)- DEA	5	\$0.00
ALLEMAN STREET	6	FIFTH ST. (1) - PAYNE ST.	5	\$0.00
ANNA STREET	2	RIVER RD. (W. BANK) - DEAD END	5	\$55,606.50
ASHLAND DRIVE (2)	3	MELROSE DR. - DUNLEITH DR.	5	\$137,722.67
AUDUBON STREET	4	US 90 - LA 631	5	\$0.00
AYO DRIVE	4	WISNER ST. (2) - DEAD END	5	\$8,832.03
AZALEA COURT	2	BEAUPRE DR. (1) - CUL-DE-SAC	5	\$16,473.33
BAKER STREET	4	US 90 - FONDA ST.	5	\$14,000.82
BRONCO LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
BROWNING DRIVE	7	ELDERBERRY DR. - BARRETT DR.	5	\$0.00
CANVASBACK DRIVE	5	JAMES DR. E. - JAMES DR. W.	5	\$24,322.67
CATHERINE DRIVE	7	TERRI DR. - DIANE DR.	5	\$28,736.25
CEDAR LANE (1)	6	ORMOND VILLAGE DR. - DEAD END	5	\$113,022.00
CHOCTAW DRIVE	2	CYPRESS DR. - WILLOWRIDGE DR.	5	\$42,672.00
CHUCKWAGON LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
CHURCH STREET (1)	1	SCHOOL LOT - (S. DESTREHAN AVE.) - DE	5	\$0.00
CORRAL LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
CYPRESS LANE	3	COVE LN. - CUL-DE-SAC	5	\$42,378.00
DUNLEITH COURT	3	DUNLEITH DRIVE - DEAD END	5	\$84,471.33
EASY STREET (2)	7	PAUL MALLARD RD. (LA 52) - DEAD END	5	\$0.00
EDGEWOOD LANE	6	WESTOVER LN. - LEIGH LN.	5	\$24,546.67
ELMWOOD COURT	3	ORMOND BLVD. (1) - CUL-DE-SAC	5	\$69,384.00
EULA DRIVE	4	BARBER RD. - PETER ST.	5	\$10,889.52
EVE STREET (2)	1	CONCRETE - DESTREHAN DR. (1)	5	\$0.00

FERN STREET (1)	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	5	\$0.00
FOLSE ROAD	4	RIDGE RD. - DEAD END	5	\$0.00
FOURTH STREET (2)	6	SPRUCE ST. (2) - HONEYSUCKLE DR.	5	\$0.00
FOURTH STREET (3)	6	W. LAWSON ST. (1) - W. MCADOO ST.	5	\$0.00
FOURTH STREET (5)	4	US 90 - LA 631	5	\$7,856.80
FRE'RE STREET	1	RIVER RD. (W. BANK) - RIVER RD. (W. BA	5	\$34,569.92
GENE DRIVE	5	DEAD END - (DIANE DR.) - DEAD END	5	\$12,558.00
GENERAL AMERICAN STREET	6	RIVER RD. (E. BANK) - VALERO GATE	5	\$0.00
GLORIA COURT	6	CNTRY. COTTAGE ESTS. BLVD. - LINDA DI	5	\$12,558.00
GUM STREET (1)	1	HAHN ST. - JULIA ST. (1)	5	\$0.00
HALE STREET	4	US 90 - FONDA ST.	5	\$14,000.82
HALL STREET (1)	2	PAUL MALLARD RD. (LA 52) - CONCRETE	5	\$9,333.88
HAWTHORN DRIVE	7	ELDERBERRY DR. - BARRETT DR.	5	\$19,327.73
HERMITAGE COURT	3	ORMOND BLVD. (1) - CUL-DE-SAC	5	\$23,912.00
HICKORY STREET (1)	1	AQUARIUS ST. - DEAD END	5	\$0.00
HOLSTER LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
HORSESHOE LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
JAMES STREET, WEST	2	RIVER RD. (E. BANK) - DEAD END	5	\$0.00
JANE STREET	4	EULA DR. - CUL-DE-SAC	5	\$0.00
JOE LOUIS LANE	1	BETHLEHEM LN. - COURTHOUSE LN.	5	\$0.00
JUDY COURT	6	CNTRY. COTTAGE ESTS. BLVD. - MARY KA	5	\$11,788.00
JULIA STREET (2)	1	KILLONA DR. (2) - ADAMS ST. (1)	5	\$0.00
JULIE STREET	4	KIRK ST. - CUL-DE-SAC	5	\$0.00
KOSHER DRIVE	4	OLD US 90 - DEAD END	5	\$6,177.41
LAC IBERVILLE DRIVE	7	LAC PENCHANT DR. - LAC CYPRIERE DR.	5	\$8,372.00
LAKE SCOTT DRIVE	7	LAKE CATHERINE DR. - DEAD END	5	\$0.00
LANDSDOWNE LANE	3	ASHLAND DR. (2) - MYRTLE HILL DR.	5	\$99,162.00
LINDA DIANE COURT	6	GLORIA CT. - ARLINE CT.	5	\$3,929.33
LIVE OAK LANE	2	CYPRESS DR. - WILLOWRIDGE DR.	5	\$10,615.11
LOCUST STREET	4	ACORN ST. - SHARON AVE.	5	\$0.00
LONGVIEW DRIVE (2)	3	MADEWOOD DR. - PANTHER RUN DR.	5	\$12,558.00
MALLARD STREET	5	JAMES DR. E. - JAMES DR. W.	5	\$48,645.33
MAPLE STREET (1)	1	JULIA ST. (1) - DEAD END	5	\$0.00
MAPLE STREET (2)	4	MAGNOLIA RIDGE RD. (LA 633) - SHARO	5	\$0.00
MARY KATE COURT	6	NANA GIN CT. - JUDY CT.	5	\$8,372.00
MULE STREET	6	PAYNE ST. - VIAL ST.	5	\$7,045.59
MUSTANG LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
MYRTLE HILL DRIVE	3	DUNLEITH DR. - ASHLAND DR. (2)	5	\$56,868.00
NOLA STREET	2	LA 3060 - DEAD END	5	\$14,937.74
NORMANDY STREET	5	DEAD END - (MOCKINGBIRD LN.) - DEAD	5	\$66,976.00
NORTH LAKE DRIVE	7	LAKEWOOD DR. (2) - DEAD END	5	\$0.00
NORTH PIN OAK DRIVE	5	W. PIN OAK DR. - E. PIN OAK DR.	5	\$29,302.00
OLD SPANISH TRAIL	4	LA 631 - UP THE BAYOU RD. (2)	5	\$18,667.76
PARK AVENUE	6	RIVER RD. (E. BANK) - W. HARDING ST.	5	\$15,860.92
PARK PLACE (1)	1	S. KINLER ST. (1) - ALEXANDER ST.	5	\$0.00
PENN STREET	7	MIMOSA AVE. - WADE ST.	5	\$5,342.62
PINTAIL STREET	5	JAMES DR. E. - JAMES DR. W.	5	\$6,080.67
PINTO LANE	5	DEAD END - (PALOMINO DR.) - DEAD EN	5	\$0.00
PONDEROSA ROAD (2)	5	RIVER RD. (E. BANK) - DEAD END	5	\$0.00

PONY LANE (1)	5	PALOMINO DR. - DEAD END	5	\$5,499.76
RHETT LANE	6	NORTHBEND LN. - EDGEWOOD LN.	5	\$16,473.33
RISTROPH STREET (2)	7	BROOKLYN ST. - EASY ST. (2)	5	\$10,606.68
SCARLET LANE	6	NORTHBEND LN. - EDGEWOOD LN.	5	\$65,893.33
SHADOW LANE	3	ORMOND BLVD. (1) - CUL-DE-SAC	5	\$220,720.89
SHELIA COURT	7	TERRI DR. - CUL-DE-SAC	5	\$0.00
SHORT STREET (5)	6	ST. CHARLES ST. (1) - CLEMENT ST.	5	\$0.00
SOUTH LAKE DRIVE	7	LAKEWOOD DR. (2) - BRADEN DR.	5	\$14,690.67
SOUTH PIN OAK DRIVE	5	E. PIN OAK DR. - CUL-DE-SAC	5	\$62,790.00
THIRD STREET (2)	6	MARY ST. (1) - BARRECA ST. (1)	5	\$0.00
THIRD STREET (5)	6	W. EASY ST. - W. LAWSON ST. (2)	5	\$6,316.87
TROXCLAIR STREET	6	RIVER RD. (E. BANK) - DEAD END	5	\$20,741.95
VALENCIA DRIVE	7	CORONADO DR. W. - PRIMROSE DR. (2)	5	\$0.00
VIAL STREET	6	FIFTH ST. (1) - PAYNE ST.	5	\$9,333.88
WEST PIN OAK DRIVE	5	RIVER RD. (E. BANK) - N. PIN OAK DR.	5	\$0.00

5 Total

\$1,670,942.78

ASPHODEL DRIVE (2)	3	ROSEDOWN DR. - ORMOND BLVD. (2)	4	\$17,770.67
BAILEY STREET	1	PAUL MALLARD RD. (LA 52) - S. KINLER S	4	\$0.00
BAMBOO STREET	1	LOWE ST. - PLANTATION RD. (1)	4	\$0.00
BARRY STREET	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	4	\$0.00
BEAUREGARD LANE, NORTH	3	ORMOND BLVD. (1) - DUCAYET DR.	4	\$12,558.00
BEAUREGARD LANE, SOUTH	3	ORMOND BLVD. (1) - DUCAYET DR.	4	\$66,719.33
BETHLEHEM LANE	1	RIVER RD. (W. BANK) - JOE LOUIS LN.	4	\$7,856.80
BUTTERNUT STREET	1	OAK ST. (1) - AQUARIUS ST.	4	\$0.00
EASY STREET (1)	4	OLD US 90 - DEAD END	4	\$0.00
EIGHTH STREET (1)	6	GOODHOPE ST. - MARINO DR. (3)	4	\$18,667.76
ELM COURT	3	LANDSDOWNE LN. - CUL-DE-SAC	4	\$66,976.00
EVE STREET (4)	3	ASPHALT - (ORMOND OAKS DR.) - DEAD	4	\$28,448.00
HURST STREET	3	DUCAYET DR. - CUL-DE-SAC	4	\$8,372.00
MICHAEL DRIVE (1)	2	WILLOWDALE BLVD. (2) - PATRICIA CT.	4	\$31,933.96
NANA GIN COURT	6	CNTRY. COTTAGE ESTS. BLVD. - MARY KA	4	\$0.00
OAK ALLEY	3	ORMOND BLVD. (1) - PRIVATE DRIVEWA	4	\$49,224.00
PONY LANE (2)	5	OPAL LN. - PALOMINO DR.	4	\$6,364.01
PURPLE MARTIN DRIVE	2	MARCIA DR. - EVELYN DR.	4	\$0.00
RED CHURCH LANE	1	BURGUIERES LN. - CUL-DE-SAC	4	\$0.00
ROBERT STREET	4	US 90 - FONDA ST.	4	\$0.00
SCOTT STREET	4	US 90 - LA 631	4	\$14,000.82
SECOND STREET (3)	4	US 90 - LA 631	4	\$4,478.38
SECOND STREET (4)	6	MARY ST. (1) - ST. CHARLES ST. (2)	4	\$20,541.60
SEVEN OAKS COURT	3	DUCAYET DR. - ORMOND BLVD. (1)	4	\$66,710.00
ST. JOSEPH STREET (1)	1	S. DESTREHAN - DEAD END	4	\$0.00
ST. JOSEPH STREET (2)	2	DEAD END - S. DESTREHAN	4	\$0.00
THIRD STREET (3)	6	APPLE ST. - SHELL OIL GATE	4	\$0.00
THIRD STREET (4)	6	CLAYTON ST. (2) - NORCO ST.	4	\$0.00
THOMAS COLBY DRIVE	3	ORMOND BLVD. (1) - SCHEXNAYDRE LN.	4	\$77,507.11
WILD ROSE DRIVE	6	FOURTH ST. (2) - MISTLETOE DR.	4	\$3,556.00

4 Total

\$501,684.44

ANN DRIVE	5	ANN LN. - STEPHEN ST.	3	\$17,780.00
ARLINGTON LANE	3	MADEWOOD DR. - OAKLEY LN.	3	\$33,036.89

BECKY LANE	3	MADEWOOD DR. - NOTTAWAY DR.	3	\$33,996.67
BRIEDE STREET	6	RIVER RD. (E. BANK) - GATE 8 CHEVRON	3	\$14,613.65
CYNTHIA DRIVE	4	CARLON DR. - LORRAINE ST. (1)	3	\$0.00
DEJEAN STREET	4	OLD US 90 - OLD SPANISH TRAIL	3	\$0.00
EVE STREET (3)	1	DESTREHAN DR. (2) - CONCRETE	3	\$0.00
EVE STREET (3)	3	DESTREHAN DR. (2) - CONCRETE	3	\$0.00
FOUR J LANE	6	EVANGELINE RD. (1) - LEIGH LN.	3	\$10,761.33
GREENWOOD DRIVE	3	DUNLEITH DR. - ORMOND BLVD. (1)	3	\$84,471.33
HIGHLAND ESTATES DRIVE	6	FIFTH ST. (1) - MISTLETOE DR.	3	\$0.00
IRIS STREET	5	ST. ROSE AVE. (LA 626) - OAK ST. (2)	3	\$0.00
LIVE OAK DRIVE (2)	3	ASPHALT - RIVER POINT DR.	3	\$6,832.00
LIVE OAK DRIVE (2)	6	ASPHALT - RIVER POINT DR.	3	\$6,832.00
LIVE OAK DRIVE (3)	6	RIVER POINT DR. - RIVER VILLAGE DR.	3	\$10,248.00
MAGNOLIA DRIVE	3	ORMOND BLVD. (2) - DUNLEITH DR.	3	\$88,144.00
NORTHBEND LANE	6	LEIGH LN. - WESTOVER LN.	3	\$14,224.00
RIVERBRIAR LANE	3	RIVER RD. (E. BANK) - CUL-DE-SAC	3	\$0.00
SIXTH STREET (1)	6	GOODHOPE ST. - W. PINE ST.	3	\$0.00
TWIN BRIDGE ROAD	4	US 90 - DOWN THE BAYOU RD.	3	\$0.00
WARREN DRIVE (2)	4	BAYOU GAUCHE RD (LA 306) - DEAD END	3	\$0.00
WESTOVER LANE	6	NORTHBEND LN. - EDGEWOOD LN.	3	\$6,589.33

3 Total \$327,529.20

HONEYSUCKLE DRIVE	6	MISTLETOE DR. - FOURTH ST. (2)	2	\$0.00
LIVE OAK DRIVE (1)	3	SCHEXNAYDRE LN. - CONCRETE	2	\$0.00

2 Total \$0.00



St. Charles Parish

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

Legislation Details

File #:	2018-0327	Version:	1	Name:	Change Order No. 3 for the Norco Library Renovation/Addition
Type:	Ordinance	Status:		Status:	Public Hearing
File created:	11/26/2018	In control:		In control:	Parish Council
On agenda:	12/10/2018	Final action:		Final action:	
Enactment date:		Yes		Yes	
Title:	An ordinance to approve and authorize the execution of Change Order No. 3 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco, to decrease the contract amount by \$151.00 and increase the contract time by 19 days.				
Sponsors:	Lawrence 'Larry' Cochran				
Indexes:					
Code sections:					
Attachments:	2018-0327 NorcoChangeOrder3				

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
St. Charles Parish Library Ren	Contract For: Renovations/Addition of Libr	Change Order Number: 003
590 Apple Street, Norco, LA	Date: January 31, 2018	Date: 11/05/2018
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>
St. Charles Parish Government	Plus One, L.L.C.	J. E. Franke Constructors, LLC
15045 River Road	P. O. Box 40232	229 Place Saint Jean
Hahnville, LA 70057	Baton Rouge, LA 70835	Covington, LA 70433

THE CONTRACT IS CHANGED AS FOLLOWS:

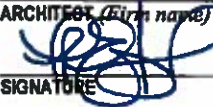
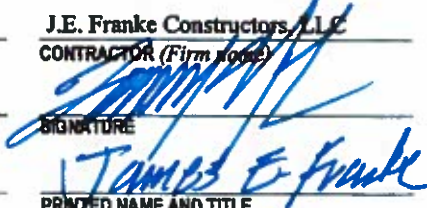
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Attached Descriptions.

The original	(Contract Sum)	was	\$	1,110,025.00
The net change by previously authorized Change Orders			\$	16,126.00
The	(Contract Sum)	prior to this Change Order was	\$	1,126,151.00
The	(Contract Sum)	will be decreased by this Change Order in the amount of	\$	151.00
The new	(Contract Sum)	, including this Change Order, will be	\$	1,126,000.00
The Contract Time will be (increased) (by	Nineteen	(19) days.		
The new date of Substantial Completion will be	November 22, 2018.			

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Plus One, LLC	J.E. Franke Constructors, LLC	St. Charles Parish Government
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
F.R. Emsworn / CEO	James E. Franke	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
October 2018	11.07.2018	
DATE	DATE	DATE

AIA DOCUMENT G701-2017

Change Order 003

November 5, 2018

St. Charles Parish Renovation

The Contract Is Changed as Follows:

COR #0011 – Based on RFI #20 response; Dimensional thickness of the bottom chord rough framing modification; Total ADD \$910.00; Addition of 2 days.

COR #0012 – Truss Repairs – Repair to the bottom chords cut due to conflict with steel beam in accordance to the truss manufacturer; Total ADD \$2,330.00; Addition of 2 days.

COR #0013 – Add exit sign at door 121B; per permit office requirements; Total ADD \$638.00; Addition of 0 days.

COR #0014 – Addition for the reinforcement of the existing truss system and reinstallation of the Mechanical HVAC Unit; Total Add \$2,883.00; Addition of 15 days.

COR #0015 – HVAC reduction in tonnage, Credit (\$412.00); Addition of 0 days.

Item #1 – Credit offsetting additional engineering services required for structural corrections, Credit (\$6,500.00); Addition of 0 days.

J. E. FRANKEL
constructors, llc

Project Name / Location:	St Charles Parish Library Renov 590 Apple Street, Norco, LA
Project Number:	C1802
Change Proposal Request #:	0011
Date:	10.10.2018

Change:	10-19-2019	
Description of Change:	In response to RFI #0020 and with the revised drawing indicating a dimension of the thickness of the bottom cords, additional labor and materials to accommodate the detail.	

[illegible]

Subtotal of Direct Costs:		\$	579.36
Indirect Costs: Taxes, Insurance, Bonds:			
Sales Tax:	10.00%	\$	17.94
Labor Burden: {PR Taxes & W/C Insurance}	35.00%	\$	140.00
Insurance - General Liability:	1.00%	\$	9.10
Insurance - Other:			
Payment / Performance Bond:	3.00%	\$	27.31
Subtotal of Direct & Indirect Costs:		\$	773.71
Markup:			
Net Overhead:	10.00%	\$	91.02
Net Profit:	5.00%	\$	45.51
TOTAL OF CHANGE PROPOSAL REQUEST #:		0011	\$ 910
		DAYS:	2

Architect / Owner Authorization:

Authorized By:

Dale:

J. E. FRANKÉ
constructors, llc

Project Name / Location:	St Charles Parish Library Renov 590 Apple Street, Norco, LA	c o n s t r u c t o r s , l l c
Project Number:	C1802	
Change Proposal Request #:	0012	
Date:	10.10.2018	
Description of Change:	Due to Structural Steel Beam Conflict caused by design interferences, truss bottom chords had to be cut to allow for cantilevered beam to be installed in accordance with plans and details.	

[illegible]

Subtotal of Direct Costs:		\$	1,443.35
Indirect Costs: Taxes, Insurance, Bonds:			
Sales Tax:	10.00%	\$	24.34
Labor Burden: (PR Taxes & W/C Insurance)	35.00%	\$	420.00
Insurance - General Liability:	1.00%	\$	23.30
Insurance - Other:			
Payment / Performance Bond:	3.00%	\$	69.91
Subtotal of Direct & Indirect Costs:		\$	1,980.90
Markup:			
Net Overhead:	10.00%	\$	233.05
Net Profit:	5.00%	\$	116.52
TOTAL OF CHANGE PROPOSAL REQUEST #:		0012	\$ 2,330
			DAYS: 2

Architect / Owner Authorization:

Authorized By:

Date: _____

J. E. FRANKÉ
constructors, llc

Project Name / Location:	St Charles Parish Library Renov 590 Apple Street, Norco, LA
Project Number:	C1802
Change Proposal Request #:	0013
Date:	10.10.2018
Description of Change:	Add Exit Sign at Door 1218.

[illegible]

Subtotal of Direct Costs:		\$	516.82
Indirect Costs: Taxes, Insurance, Bonds:			
Sales Tax:	10.00%	\$	-
Labor Burden: (PR Taxes & W/C Insurance)	35.00%	\$	-
Insurance - General Liability:	1.00%	\$	6.38
Insurance - Other:			
Payment / Performance Bond:	3.00%	\$	19.14
Subtotal of Direct & Indirect Costs:		\$	542.34
Markup:			
Net Overhead:	10.00%	\$	63.80
Net Profit:	5.00%	\$	31.90
TOTAL OF CHANGE PROPOSAL REQUEST #:		0013	\$ 638
		DAYS:	0

Architect / Owner Authorization:

Authorized By:

Date: _____

J. E. FRANKÉ
constructors, llc

Description of Change:	Due to structural compromise of existing trusses, we uninstalled the interior air handling unit. Subsequent details and direction from the design team, we will furnish and install additional bracing to the existing trusses and reinstall the air handling HVAC Unit.
------------------------	--

Subtotal of Direct Costs:		\$	2,220.81
Indirect Costs: Taxes, Insurance, Bonds:			
Sales Tax:	10.00%	\$	9.58
Labor Burden: (PR Taxes & W/C Insurance)	35.00%	\$	105.00
Insurance - General Liability:	1.00%	\$	28.83
Insurance - Other:			
Payment / Performance Bond:	3.00%	\$	86.50
Subtotal of Direct & Indirect Costs:		\$	2,450.72
Markup:			
Net Overhead:	10.00%	\$	288.32
Net Profit:	5.00%	\$	144.16
TOTAL OF CHANGE PROPOSAL REQUEST #:		0014	\$ 2,883
			DAYS: 15

Authorized By:

Dole:

J. E. FRANKÉ
constructors, llc

Project Name / Location:	St Charles Parish Library Renov 590 Apple Street, Norco, LA
Project Number:	C1802
Change Proposal Request #:	0015
Date:	10.23.2018
Description of Change:	Credit for changing size of Mini Split at IT Room from 1 ton to 3/4 Ton.

[illegible]

Subtotal of Direct Costs:		\$	(412.00)
Indirect Costs: Taxes, Insurance, Bonds:			
Sales Tax:	10.00%	\$	-
Labor Burden: (PR Taxes & W/C Insurance)	35.00%	\$	-
Insurance - General Liability:		\$	-
Insurance - Other:			
Payment / Performance Bond:		\$	-
Subtotal of Direct & Indirect Costs:		\$	(412.00)
Markup:			
Net Overhead:		\$	-
Net Profit:		\$	-
TOTAL OF CHANGE PROPOSAL REQUEST #:		\$	(412)
0015		DAYS:	0

Architect / Owner Authorization:

Authorized By:

Date: _____



St. Charles Parish

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

Legislation Details

File #:	2018-0328	Version:	1	Name:	License for a Limited Access Road Underpass Crossing with Illinois Central Railroad Company to utilize the underpass to access the Wetland Watchers Park
Type:	Ordinance	Status:			Public Hearing
File created:	11/26/2018	In control:			Parish Council
On agenda:	12/10/2018	Final action:			
Enactment date:		Yes			
Title:	An ordinance to approve and authorize the Parish President to execute a License for a Limited Access Road Underpass Crossing between St. Charles Parish and Illinois Central Railroad Company to utilize the underpass to access the Wetland Watchers Park in the amount of \$10.00.				
Sponsors:	Lawrence 'Larry' Cochran, Department of Public Works				
Indexes:					
Code sections:					
Attachments:	2018-0328 BCS License 2018-0328 Exhibit A- Wetland Watchers Park				

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

LICENSE FOR A LIMITED ACCESS ROAD UNDERPASS CROSSING

This License for a Limited Access Road Underpass Crossing ("Agreement"), made and entered into as of the _____ day of _____, 201____, by and between the ILLINOIS CENTRAL RAILROAD COMPANY (hereinafter referred to as "Railroad Company") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345 and ST. CHARLES PARISH (hereinafter referred to as "Licensee") whose mailing address is P.O. Box 302, Hahnville, Louisiana 70057.

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad Company, insofar as it lawfully may, does hereby grant unto Licensee a right or license to construct, maintain and use a limited access vehicular road upon, over and across the property or right-of-way of Railroad Company (passing underneath the track bridge structure located thereon) at McComb Subdivision milepost 892.39 as shown on the print attached hereto as Exhibit A and made a part hereof,

Licensee shall pay to Railroad Company upon execution of this Agreement the sum of **\$10.00** for preparation and handling of this Agreement. Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

- (a) Railroad Company's Property. "Railroad Company's Property" shall mean the property shown on the attached print, to the extent owned by Railroad Company, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad Company's track, the land on which the track is situated, and any adjacent land of Railroad Company on either side of the track.
- (b) License. "License" shall mean the right granted by Railroad Company to Licensee to construct, maintain and use a limited access vehicular road, under the terms and conditions set forth hereinafter.
- (c) License Area. "License Area" shall mean that portion of Railroad Company's Property over and across which the license is granted. The License Area extends from one edge of the Railroad Company's Property under the track to the opposite edge of the Railroad Company's Property and measures a distance of approximately 37 feet in width, all as more fully shown on the attached print.

- (d) Roadway. "Roadway" shall mean the roadway structure and appurtenances within the License Area including that portion underneath the bridge structure.
- (e) Licensee's Property. "Licensee's Property" shall mean the property or estate of Licensee to and from which this Agreement provides ingress and egress for Licensee's benefit and use.
- (f) Cost. "Cost" shall mean the actual cost of labor, outside services, equipment and materials plus Railroad Company's then current customary additives for overhead and other indirect costs.

2. USE.

- (a) This Agreement shall only affect and burden the License Area and no other portion of Railroad Company's Property, and the Roadway shall be constructed, located, and maintained entirely within the License Area. Licensee shall have no right to use or cross any other portion of Railroad Company's Property or to use the Roadway for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause, and condition without which this Agreement would not have been granted, agrees to restrict its and its employees', agents' and invitees' use to those purposes and then only to said location and no other for crossing the Railroad Company's Property, including the track.
- (b) Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad Company's operations or facilities.
- (c) The Roadway shall be used only by Licensee and its employees, agents, contractors, patrons and invitees and then only for ingress to and egress from Licensee's Property.
- (d) The Roadway shall not be used by vehicles of a size, configuration or weight that would damage the bridge structure, tracks, equipment, installations, or facilities of Railroad Company or any equipment, installations, or facilities located on Railroad Company's Property but belonging to third persons unless approved in advance in writing by Railroad Company and then only after suitable precautions have been taken to avoid any such damage.

3. TERM.

- (a) This Agreement shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:
 - (i.) Either party may at any time give the other party written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least one

hundred and eighty (180) days in advance of the proposed date of termination.

- (ii.) Railroad Company shall have the right to terminate this Agreement immediately upon written notice to Licensee if Licensee at any time breaches or fails to perform any of the terms and conditions hereof;
- (iii.) This Agreement shall terminate in any other manner provided by law.

- (b) Unless the parties mutually agree in writing to leave the Roadway in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release Licensee from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION.

The construction of the Roadway, including the necessary grading, culverts and drainage on each side of the Railroad Company's bridge structure , shall be performed by Licensee at its own risk and expense, and to the satisfaction of the Railroad Company's authorized representative.
NOTIFICATION TO RAILROAD COMPANY.

At least ten (10) days prior to entering upon the Roadway for the purpose of performing any construction or maintenance work hereunder, Licensee shall notify Railroad Company in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

Regional Chief Engineer
Illinois Central Railroad Company
17641 South Ashland Avenue
Homewood, Il 60410

5. RAISING WIRE LINES.

If it should be necessary to raise any wires on Railroad Company's property to provide safe clearance for vehicles, Licensee shall make all arrangements therefor at its own sole risk and expense.

6. MAINTENANCE.

Licensee shall, at its own risk and expense, maintain said Roadway in good and safe condition commensurate with its intended use. Railroad Company shall have the right, but not the duty, to perform at Licensee's sole risk and expense, any repair or maintenance on the Roadway that Railroad Company considers reasonably necessary and Licensee shall pay the cost thereof upon

receipt of a bill whether made at Licensee's request or otherwise. Licensee shall adjust, temporarily remove and replace the Roadway, at its own risk and expense, for any required Railroad Company Bridge repairs or replacement.

7. UNAUTHORIZED USE.

It shall be Licensee's responsibility and duty to prevent all unauthorized persons from using the License Area and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

8. GATES AND FLAGGING.

Licensee shall, at its own risk and expense, install and maintain any gate or other barrier which Railroad Company indicates is reasonably necessary and shall keep the gates closed when the License Area is not in actual use. Licensee shall, at its own risk and expense, provide whatever protective services Railroad Company shall indicate is necessary. Railroad Company shall have the right, but not the duty, to provide any such protection at Licensee's sole risk and expense and Licensee shall prepay the cost thereof. It is further understood and acknowledged by Licensee that Railroad Company has no obligation or duty to determine the need for any gate or other barrier or the need for protective services.

9. SIGNS, SIGNALS AND WARNING DEVICES.

Licensee acknowledges that Railroad Company has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the roadway or other use or exercise of the right or license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any additional signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad Company has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the License Area is presently or hereafter required by Railroad Company, law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of the Railroad Company for such devices as to design, material and workmanship and all costs incurred by the Railroad Company related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

10. INDEMNITY.

AS A FURTHER CONSIDERATION FOR THE LICENSE HEREIN GRANTED, AND AS A CONDITION WITHOUT WHICH THE LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD COMPANY OR ITS OFFICERS, EMPLOYEES OR AGENTS, FULLY TO DEFEND, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY AND ITS OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR EXPENSES, ATTORNEY'S FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED),

- (A) FOR DEATH OF OR INJURY TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO THE OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES HERETO, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO THAT BELONGING TO OR IN THE CUSTODY AND CONTROL OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE GRANT OR EXERCISE OF THIS LICENSE, THE FAILURE OF LICENSEE TO CONFORM TO THE CONDITIONS OF THIS AGREEMENT, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS AGREEMENT, WORK PERFORMED BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT, OR FROM THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, AND**
- (B) FOR DEATH OF OR INJURY TO THE OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF LICENSEE AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY OR CONTROL OF LICENSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THE HEREIN CONFERRED LICENSE IS GRANTED OR EXERCISED.**

IT IS THE INTENTION OF THE PARTIES HERETO THAT LICENSEE SHALL BY SOLELY RESPONSIBLE FOR ALL SUCH DESTRUCTION OR DAMAGE TO PROPERTY OR FOR PERSONAL INJURY TO OR DEATH OF ANY

PERSONS WHICH WOULD NOT HAVE OCCURRED IF SUCH PRIVATE ROAD CROSSING HAD NEVER BEEN CONSTRUCTED OR USED.

LICENSEE SHALL AT ITS SOLE EXPENSE JOIN IN OR ASSUME, AT THE ELECTION AND ON DEMAND OF RAILROAD COMPANY, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "RAILROAD COMPANY" AS USED IN THIS SECTION SHALL INCLUDE THE ASSIGNS OF RAILROAD COMPANY AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS CROSSING THE LICENSE AREA.

11. INSURANCE.

Licensee shall procure and maintain during the life of this Agreement COMMERCIAL LIABILITY INSURANCE which will insure the indemnity undertaking hereinabove set forth. Such insurance shall have a minimum combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 per annual policy period and said insurance shall be deemed primary as it relates to this Agreement. Licensee shall furnish the Railroad Company at the address shown below in this Section with a certificate evidencing that such insurance is in full force and effect and that the same will not be cancelled, terminated, or not renewed without at least thirty (30) days advance written notice by the insurance carrier to the Railroad Company. Such insurance shall include a complete waiver of subrogation by the insurer, a removal of any railroad exclusion through issuance of endorsement CG 24 17, and inclusion of the Railroad Company as an additional insured. In addition to other information, the certificate shall contain the following language:

Notwithstanding anything contained therein to the contrary, the Commercial Liability Insurance hereinabove referred to is extended to specifically insure the indemnity obligations assumed by _____ under Section 13 of an Agreement dated _____ with Illinois Central Railroad Company covering use of Railroad Company's Property for a private road crossing. Insurer shall not cancel, terminate, or allow to lapse by reason of nonrenewal the policy without providing Illinois Central Railroad Company at least thirty (30) days' advance written notice, said notice to be sent via certified mail to:

Regional Chief Engineer
Illinois Central Railroad Company
17641 Ashland Avenue
Homewood, Illinois 60430-1345

12. REMOVAL OF ROADWAY AND CROSSING PROPER.

Prior to termination of this Agreement, Licensee shall remove its Roadway from Railroad Company's Property and restore the Railroad Company's Property, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad Company's duly authorized representative be practical, all at Licensee's sole risk and expense. If Licensee fails to so remove and restore, Railroad Company shall have the right, but not the obligation, to do so at Licensee's sole risk and expense. Upon termination, Railroad Company shall have the right, but not the duty, to remove the Roadway and to restore the Railroad Company's Property, all at Licensee's sole risk and expense. Licensee shall pay the cost of any work performed by Railroad Company upon presentation of a bill. ASSIGNMENT.

Licensee shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad Company, which consent will not be unreasonably withheld.

13. TAXES.

The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Railroad Company because of the construction, existence, operation or use of said Roadway and Crossing Proper, or the business conducted in connection with said facility, and shall reimburse the Railroad Company for any such taxes, license fees or other charges which may be paid by the Railroad Company upon the presentation of bills therefor.

14. BILLS.

All bills submitted by the Railroad Company to Licensee pursuant to the terms of this Agreement shall be paid by Licensee within thirty (30) days of receipt thereof.

15. ENFORCEABILITY.

In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

ILLINOIS, CENTRAL RAILROAD COMPANY

By _____
Chad A. Anderson
Regional Chief Engineer Regional Chief

ST. CHARLES PARISH

By _____
Larry Cochran
Parish President

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such

temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Request for flagging services

Southern Region

TO: CN
Attn: Mary Ellen Carmody, Audit Officer
2800 Livernois, Suite 220
Troy, Michigan 48083
(248) 740-6227
(248) 740-6036 fax
maryellen.carmody@cn.ca

Date submitted: _____

FROM: _____
(Name)

I am requesting a flagman for the following project. All blanks below must be completely filled in before any flagman request will be honored. Proof of Insurance must accompany this form. Flagman will be provided within five (5) business days, at your cost, depending on availability. Direct your calls concerning availability and problems to (248) 740-6227.

Project Location: _____

RR milepost, Street, etc. _____

Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____

**Agreement or Authorization No.: _____ Dated: _____

With: _____

Contractor's Contact Person: _____ Phone: _____

Date(s) Flagging needed: _____

Starting time: _____ Ending Time: _____

Location for flagman to report: _____

Prepayment for WEEKDAY flagman protection is required, and must be submitted by over-night delivery to the address shown at the top of this page. The prepayment amount will be based on the number of weekdays a flagman is required, at the base rate of \$1000.00 per weekday (1-8 hour continuous period). Prepayment for WEEKEND flagman protection will be at the rate of \$150.00 per hour, with an eight hour (8) minimum of \$1,200.00. Any hours in excess of eight (8) continuous hours per flagman on either WEEKDAY or WEEKEND days are to be prepaid at the rate of \$150.00 per hour. Hours of flagman protection provided in excess of prepayment amounts will be billed at the proper rate and will be promptly paid by over-night delivery.

If project will run longer than originally anticipated, MaryEllen Carmody must be contacted in advance, and an additional check for the overrun submitted by over-night delivery.

Cost for a railroad S&C cable locate is \$250.00, and is to be prepaid by over-night delivery.

*** You must have an agreement with CN railroad subsidiary, such as a Right of Entry Permit, Formal Agreement or State, County, City Project Number and proof of insurance before you can enter the property.*

Description of work to be performed: _____

Will you receive State or Federal Funds as reimbursement for this project? Yes____ No____

I agree to pay for flagging services as requested: _____

Attach map or other location info and fax completed form with cover letter on your company's letterhead and proof of insurance to MaryEllen Carmody (248) 740-6036.

[INSERT JPEG IMAGE FOR EXHIBIT A]



10

Lower Guide Levee Rd



St. Charles Parish

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

Legislation Details

File #: 2018-0329 **Version:** 1 **Name:** Cooperative Endeavor Agreement (CEA) with Cypress Lakes Country Club At Ormond to dredge the Lakes that facilitate the Ormond Drainage system

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the Lakes that facilitate the Ormond Drainage system.

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

Indexes:

Code sections:

Attachments: [2018-0329 CEA.11.19.18\(2\) FINAL](#)
[2018-0329 Exhibit A Cypress Lakes Layout](#)

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

COOPERATIVE ENDEAVOR AGREEMENT

UNITED STATES OF AMERICA

BY DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKES COUNTRY CLUB
AT ORMOND

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

* * * * *

BE IT KNOWN, that on this _____ day of _____, 2018;

BEFORE ME, Robert L. Raymond, a Notary Public, duly commissioned and qualified, in

and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the

witnesses hereinafter undersigned:

PERSONALLY CAME AND APPEARED:

DESTREHAN RACQUET AND GOLF, INC. D/B/A CYPRESS LAKES COUNTRY CLUB AT ORMOND, a Louisiana non-profit Corporation whose mailing address is 711 Apple Street, Norco, Louisiana, appearing herein by Ricky P. Bosco, its duly authorized President, pursuant to the authority contained in and as evidenced by the Resolution of its Board of Directors attached hereto and made a part hereof;

and

ST. CHARLES PARISH, , a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. _____, adopted by St. Charles Parish Council on _____, a copy of which is attached hereto and made a part hereof.

WHEREAS, CYPRESS LAKES owns and operates an eighteen hole golf course in the Ormond Country Club Estates Subdivision in Destrehan, St. Charles Parish Louisiana;

WHEREAS, there are several ponds or lakes on the golf course which are interconnected and through which storm water that is collected from the various drainage structures on the public streets in the Ormond Country Club Estates Subdivision flows;

WHEREAS, the flow of the storm water through the interconnected ponds or lakes facilitates the drainage of the Ormond Club Estates Subdivision;

WHEREAS, the interconnected ponds or lakes serve as temporary retention and storage of storm water during and after rainstorms while said storm water is being mechanically pumped through the lakes and out of the Ormond Country Club Estates Subdivision;

WHEREAS, the ponds or lakes have accumulated silt, dirt, and other debris, the presence of which adversely impacts the efficiency and capacity of the drainage of the Ormond Country Club Estates Subdivision;

WHEREAS, it is necessary and critical that the ponds or lakes be dredged such that the accumulated silt, dirt and other debris is excavated and removed from the ponds or lakes;

WHEREAS, the dredging and excavation of the ponds and lakes and the removal of the accumulated silt, dirt and other debris serves and facilitates the public purpose of storm water drainage of the Ormond Country Club Estates Subdivision.

WHEREFORE, IN FURTHERANCE OF THE PUBLIC PURPOSE defined above, **CYPRESS LAKES** and **ST. CHARLES PARISH** agree as follows:

1.

CYPRESS LAKES hereby grants **ST. CHARLES PARISH** and its third-party contractors all necessary authority, permission and approval to dredge and excavate those certain interconnected ponds and lakes shown on Exhibit A attached hereto, and to remove therefrom the silt, dirt and other debris that, in St. Charles Parish's sole judgment, determines must be removed to facilitate the storm water drainage of the Ormond Country Club Estates Subdivision.

2.

CYPRESS LAKES hereby authorizes, grants and allows **ST. CHARLES PARISH** and its third-party contractors full access to, over, across and through the ponds or lakes, over, across and through its golf course.

3.

CYPRESS LAKES shall make every effort to clearly mark on the ground with the color "yellow" any and all subsurface sprinkler lines, water, gas, electric, cable sewer lines and other utility lines, as well as all subsurface drain lines on its golf course.

4.

The accumulated silt, dirt and other debris excavated and removed from the ponds or lakes, is to be placed on the banks of the ponds or lakes, and St. Charles Parish will make a

reasonable effort to restore and reshape the ponds or lakes and their banks to their original condition.

5.

ST. CHARLES PARISH will assume full responsibility for advising all of its employees and contractors on this project of the Parish’s responsibilities enumerated herein.

6.

CYPRESS LAKES shall have a person or persons on site during the work described herein for the sole purpose of observation of the work and to facilitate informing **ST. CHARLES PARISH** and its third party contractor of any obstructions or hidden conditions on the golf course.

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

**DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKESS COUNTRY CLUB
AT ORMOND**

ST. CHARLES PARISH

BY: _____
RICKY BOSCO
PRESIDENT

LARRY COCHRAN
PRESIDENT

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____

WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____



St. Charles Parish

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

Legislation Details

File #:	2018-0330	Version:	1	Name:	Acquire a 0.021 acre temporary construction servitude for use in the construction of the US 61 Culvert Installation Project
Type:	Ordinance	Status:			Public Hearing
File created:	11/26/2018	In control:			Parish Council
On agenda:	12/10/2018	Final action:			
Enactment date:		Yes			
Title:	An ordinance to approve and authorize the Parish President to acquire a 0.021 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. 2-1, located across the front of the M.H.I. Investments, L.L.C. property, Fairview Plantation, Section 39, Township 12 South, Range 9 East, 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:	2018-0330 Temporary Construction Servitude MHI Investments - DRAFT - 2018 1107				

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 2-1

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:

M.H.I. INVESTMENTS, L.L.C. (XX-XXX_____), Grantor, a Limited Liability Company, whose mailing address is 10557 Airline Highway, St. Rose, LA 70087, appearing herein by and through **GLEN D. SMITH**, duly authorized pursuant to a Certificate of Authority by the members of said limited liability company, signed and executed on the 13th day of January, 2017, 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 2-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a box culvert crossing US 61 near the town of St. Rose. More fully shown on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED IN FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY M.H.I. INVESTMENTS L.L.C and the project design plans entitled “US 61 Railroad overpass to LA 50 DOTD project number H.000320” being located across the front of the M.H.I. INVESTMENTS L.L.C property, Fairview Plantation, situated

in the Parish of St. Charles, State of Louisiana, in Section 39, Township 12 South, Range 9 East, more particularly described as follows:

The station offsets to the corners of the temporary construction servitude are based on the referenced project's design Project and Adopted baseline. Commencing at station 146+12.21 thence an offset to the right a distance of 78.02 feet to a point of beginning (POB) common with this northern right of way of US 61; thence S72°12'42.80" W a distance of 32.00 feet to a point located at station 146+44.21, and offset 78.03 feet; thence N 17°48'18.81" W a distance of 28.00 feet to a point located station 146+44.21, and offset 106.03 feet; thence N 72°12'42.70" E a distance of 32.00 feet to a point located at station 146+12.21, and offset of 106.02 feet; thence S17°48'18.81"E a distance of 28.00 feet to the point of beginning common to the US 61 right of way, containing 0.021 acres or 896 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 IN FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY M.H.I. INVESTMENTS L.L.C., a copy attached hereto and made a part hereof, and the a design plans entitled "US 61 Railroad overpass to LA 50 DOTD project number H.000320", located in FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, 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 M.H.I. Investments, L.L.C. from June Elfer Luck, wife of/and John Luck, Thomas Scott Monsted, and Charles Niels Monsted, III, by Cash Sale of Property, dated May 2, 2017 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 17, 2017 in COB 847, Folio 220, Instrument Number 423877.

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 EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) 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 EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) 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 2-1 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.

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:
M.H.I. INVESTMENTS, L.L.C.

Print Name

By: GLEN D. SMITH
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.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

LARRY COCHRAN, PRESIDENT

Print Name

Print Name

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: _____

**CERTIFICATE OF AUTHORITY
OF
M.H.I. INVESTMENTS, L.L.C.**

A meeting of the managers of **M.H.I. INVESTMENTS, L.L.C.** was held on this 17th day of January 2017, at the municipal address of the limited liability company in the Parish of St. Charles, State of Louisiana, after due notice, with all members present and voting. The following Certificate of Authority was adopted unanimously:

BE IT HEREBY RESOLVED, that Glen D. Smith or Gary L. Smith, either Member of this limited liability company, is hereby authorized and empowered for and on behalf of this company to Transfer, Sell, Purchase, Borrow against and/or Mortgage any properties or assets of said limited liability company for such price and on such terms and conditions as they deem fit and proper.

BE IT FURTHER RESOLVED that the said Glen D. Smith or Gary L. Smith is hereby authorized and empowered for and on behalf of this company to Transfer, Sell, Purchase, Borrow against and/or Mortgage any properties or assets of said limited liability company they deem fit and proper in that capacity.

BE IT FURTHER RESOLVED that the said Glen D. Smith or Gary L. Smith, is hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as they, in their sole discretion, deem fit or proper to carry out this Certificate of Authority.

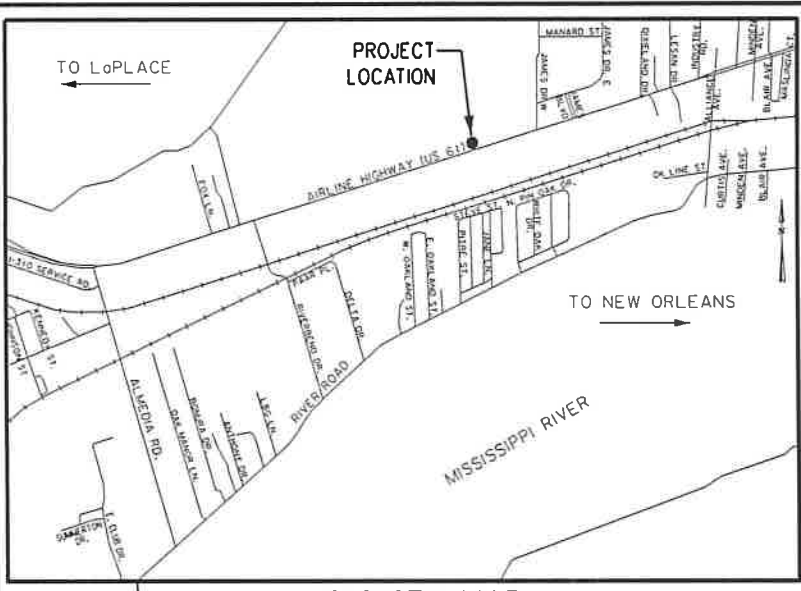
We, the undersigned Managers of **M.H.I. INVESTMENTS, L.L.C.**, do hereby certify that the above and foregoing is a true and correct copy of an Excerpt of the Minutes of a meeting of the members held at the municipal address of the limited liability company on January 17, 2017, with all managers present and voting.



GLEN D. SMITH, MEMBER



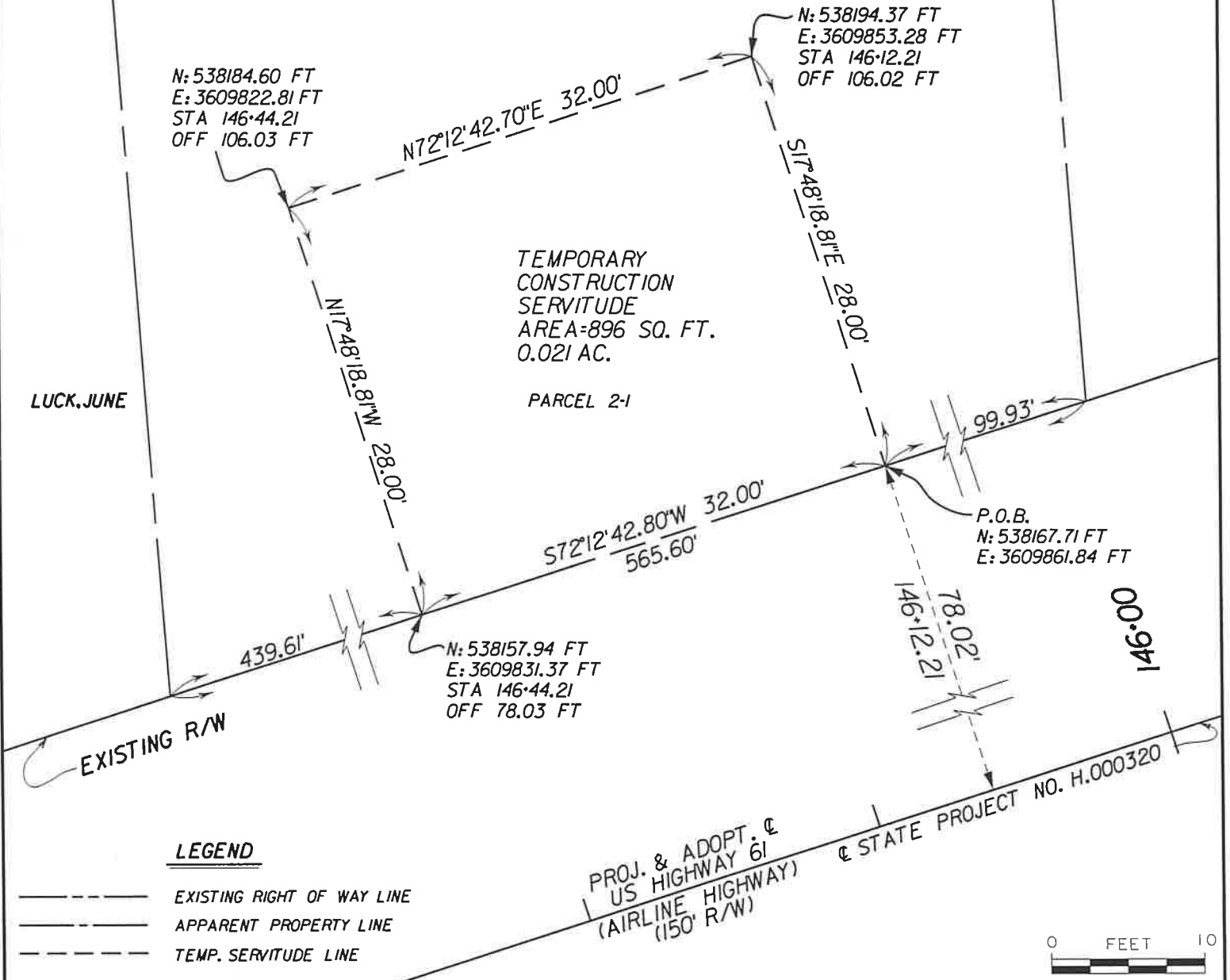
GARY L. SMITH, MEMBER



VICINITY MAP
N.T.S.

M.H.I. INVESTMENTS
L.L.C.
R.A.: 38.01 AC.
(PER DEED)

BMB REAL
ESTATE.L.L.C.



LEGEND

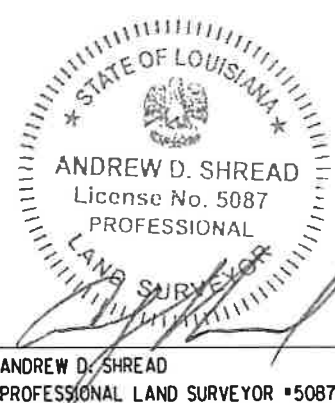
- EXISTING RIGHT OF WAY LINE
- APPARENT PROPERTY LINE
- TEMP. SERVITUDE LINE

- NOTES:
- LEGAL DESCRIPTION RECORDED IN ENTRY NO. 423877, COB 847, FOLIO 220
 - 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
 - THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
 - WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
 - FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY
 - COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR L&DOTD STATE PROJECT NO. H.000320

SURVEY SHOWING
TEMPORARY CONSTRUCTION SERVITUDE
FOR L&DOTD STATE PROJECT
"US 61 RAILROAD OVERPASS TO LA 50"
PROJECT NO. H.000320
LOCATED IN FAIRVIEW PLANTATION,
SEC. 39, T12S R9E
ST. ROSE, ST. CHARLES PARISH, LOUISIANA
NOW OR FORMERLY OWNED BY
M.H.I. INVESTMENTS L.L.C.

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.

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





St. Charles Parish

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

Legislation Details

File #: 2018-0331 **Version:** 1 **Name:** Authorize the Parish President to buy the property known as 409 Down the Bayou Road, Des Allemands from Sherwood A. Berard

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the Parish President to buy the property known as 409 Down the Bayou Road, Des Allemands from Sherwood A. Berard, which property is more particularly described in the attached "Agreement to Purchase and Sell" document.

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

Indexes:

Code sections:

Attachments: [2018-0331 Agreement to purchase and sell](#)

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT, effective as hereinafter stated:

Sherwood A. Berard, whose mailing address P. O. Box 100, DesAllemands, Louisiana, and whose tax identification number is XXX-XX-_____ respectively, (hereinafter collectively referred to as "Seller"), and

St. Charles Parish, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 302, Hahnville, LA, 70057 and whose tax identification number is 72-6001208, (hereinafter referred to as "Purchaser").

1. **Property:** In consideration of the mutual obligations undertaken herein, Seller does hereby agree to sell and Purchaser does hereby agree to buy, subject to the terms and conditions hereinafter set forth, the property known as 409 Down the Bayou Road, DesAllemands, St. Charles Parish, Louisiana, (said interest being hereinafter collectively referred to as the "Property").
2. **Deposit:** Within five (5) business days of being notified of Seller's execution of this Agreement, Purchaser will deliver to Seller the sum of \$-0- as a deposit. (the "Deposit"). The failure to make the Deposit shall constitute a breach of this Agreement.
3. **Purchase Price:** The purchase price for the Property shall be ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 (\$155,000.00 DOLLARS (the "Purchase Price") payable in cash at the Closing, as hereinafter defined.
4. **Conditions to Close:**
 - A. This Agreement and Purchaser's obligation of performance hereunder are expressly contingent upon approval of a physical inspection of the Property by Purchaser at Purchaser's sole cost and expense within thirty (30) days after the effective date of this Agreement (the "Inspection Period").
 - B. Purchaser shall have the right to engage a qualified engineer to conduct an environmental inspection (the "Environmental Inspection") of the Property for any substance regulated by any federal, state or local law, rule, regulation, or ordinance involving the environment. Purchaser and its representatives shall have the right to conduct such physical tests and studies of the Property and samples thereof as Purchaser may deem appropriate, including without limitation intended, soil tests, groundwater tests, wastewater system tests and inspections, architectural and engineering inspections, hazardous substances tests and inspections and air quality tests, termite inspections, structural tests and HVAC tests, including without limitation, the Environmental Inspection. The costs of all of these inspections shall be shared equally by the parties.
 - C. If Purchaser, in Purchaser's sole and absolute discretion, objects to any item discovered during the Inspection Period, then Purchaser may elect by written notice to Seller prior to the expiration of the Inspection Period, to terminate this Agreement, in which case the Deposit shall be immediately refunded to Purchaser.

- D. This Agreement to Purchase and Sell is contingent on the St. Charles Parish Council approving the purchase of the subject property.

5. Representations and Warranties:

Seller represents and warrants to Purchaser that:

- a) Seller is the sole owner of the Property and has good valid and merchantable title to the Property and that Seller is the only owner of the Property, and all requisite action has been taken to make this Agreement valid and binding in accordance with its terms.
- b) There is no litigation proceedings pending or, to the best of Seller's knowledge, threatened, against or relating to Seller or any of the Property, including, without limitation, any proceedings for collection of taxes, condemnation or other exercise of eminent domain, or proceedings affecting the annexation or zoning of any of the Property and Seller is not presently in bankruptcy and have not filed for bankruptcy;
- c) There are no outstanding sales contracts, options to purchase, rights of first refusal to purchase or lease, or any other contracts with respect to any of the Property and are no leases or other agreements for use, occupancy or possession with respect to any of the Property
- d) Between the Effective Date and the Closing, Seller shall not make or enter into any contract, option, lease or other agreement for the sale, lease, use, occupancy or possession of all or any part of the Property without the prior written approval of Purchaser.

6. **Environmental Representations:** Seller hereby represents and warrants that as of the date hereof and as of the Closing hereunder (i) as long as Seller has owned the Property, Seller has not ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of on, under or at the Property or any part thereof, and (ii) Seller does not have any knowledge that any person has ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of, on, under or at the Property or any part thereof. The representations and warranties contained in this paragraph shall survive the Closing. Seller represents and warrants to Purchaser that Seller has not received written notice from any federal, state or local government of any current violation of any city, parish, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property. The representations and warranties contained in this paragraph shall survive the Closing.

7. **Sale with Warranty:** Seller's ability to deliver to Purchaser a merchantable title is a condition precedent to Purchaser's obligations hereunder. Seller's inability to deliver such title within the time stipulated herein permits Purchaser to terminate this Agreement upon delivery of written notice to Seller prior to the Closing. At Closing Seller shall sell and deliver a good, valid and merchantable title to the Property to Purchaser with full warranties of title, and with full substitution and subrogation in and to all rights and actions of warranty which said Seller has or may have against all preceding owners. At the sole expense of Purchaser, Purchaser shall order a title insurance commitment insuring title to the Property. If Purchaser's

title examination reveals any valid exceptions, claims or defects which would render Seller's title to the Property unmerchantable (hereinafter "Defects"), Purchaser shall have the right to either cancel this Agreement or shall promptly notify Seller and Seller shall, at Seller's expense, take all reasonable efforts to cure such Defects. The Closing Date will be extended by an additional sixty (60) days from the date of receipt of Purchaser's notice in order to cure or remove such Defects. Should Seller be unable to cure or remove any Defect, Purchaser shall have the right to either terminate this Agreement and its obligations hereunder or to proceed with the purchase of the Property subject to such Defect. At Closing Seller shall pay and release all amounts secured by mortgages, deeds of trust or other liens on the Property ("Monetary Liens"). Should Seller decline or be unable to cure or remove any Defect, Purchaser shall have the right to terminate this Agreement and its obligations hereunder. If Purchaser elects to terminate this Agreement in the manner hereinabove provided, Purchaser shall be reimbursed its out of pocket expenses for any environmental assessment it ordered of the Property and shall be entitled to reimbursement of its expenses in ordering the Commitment.

8. **Date of Closing:** Time being of the essence, the Closing shall take place on or before thirty (30) days after the purchase has been approved by the St. Charles Parish Council on a date to be chosen by Purchaser upon three (3) days prior notice to Seller.
9. **Commissions:** Neither Seller nor Purchaser has contracted for the payment of any real estate commission, brokerage, finders or other fees with respect to the transaction contemplated hereby and each party hereto hereby agrees to defend, indemnify and hold harmless the other party from and against any claim by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and any court costs, attorney's fees or other costs or expenses arising therefrom, alleged to be due by, through or under the indemnifying party.
10. **Closing:**
 - (A) At the Closing, real and personal property taxes relating to the Property, shall be prorated as of the Closing date. If the current year's immovable property taxes are not available as of the Closing, then the taxes paid during the preceding calendar year tentatively shall be used in computing the prorations applicable to the current year. Should actual taxes billed by the applicable governmental authorities vary from those used for proration at Closing, appropriate adjustments shall be made between the parties based on actual taxes as soon as practicable after the actual taxes are determined, notwithstanding that the Closing has already occurred. All utility charges (based upon meter readings as of the date immediately preceding the Closing), shall be paid by Seller up to the date of Closing. The obligations set forth in this paragraph which are, by their nature, to be performed after the Closing, shall survive the closing and delivery of the act of sale.
 - (B) At the Closing, Seller shall execute and/or deliver to Purchaser the following:
 - (i) An act of Cash Sale with full warranties in recordable form acceptable to Purchaser's title company;

- (ii) An affidavit as described in Section 1445 of the Internal Revenue Code (or Regulations promulgated thereunder) stating under penalty of perjury that the Seller is not a "foreign person" as defined in Section 6039c of the Internal Revenue Code, and stating the Seller's U.S. taxpayer identification number;
 - (iii) Any affidavit required by Purchaser's title company to delete the mechanics and materialmen's lien exemption from the title insurance policy and a gap indemnity to cover any acts recorded but not yet indexed in the public records;
 - (iv) All liens and encumbrances of ascertainable amounts shall be paid and satisfied of record by Seller and Seller shall make arrangements satisfactory to Purchaser for the payment and satisfaction of such liens and encumbrances of record on the Closing; and
 - (v) All other documents reasonably required to be executed by Seller or Purchaser to consummate the transaction in accordance with this Contract.
- (C) As provided above, Seller shall convey title with full warranty of title and with full substitution and subrogation to all of Seller's rights against prior owners and warrantors.
- (D) Seller shall pay a reasonable vendor's closing fee and all conveyance, mortgage and tax research certificates in the name of Seller insofar as they may affect the Property and all title curative work. All costs for preparation, recordation, registration and transfer of the Act of Sale of Property from Seller to Purchaser, all title insurance costs shall be borne by Purchaser and all other fees and costs in connection with the sale of the Property, unless otherwise stipulated to the contrary herein. Each party shall pay the cost and expense for their respective attorneys.
- (E) The Closing shall be passed at Purchaser's attorneys' office.

11. Defaults:

- (A) If Seller fails to perform its obligations hereunder within the time stipulated herein (unless Seller has the right to waive such performance), Purchaser shall have the right to either (i) demand specific performance plus damages resulting from Seller's breach which includes reasonable attorneys' fees or (ii) sue for all damages incurred by Purchaser from Seller's breach.
- (B) If Purchaser fails to perform its obligations hereunder within the time stipulated herein, (unless Purchaser has the right to waive such performance) Seller shall have the right, after placing Purchaser in default to either (i) dissolve this Agreement (ii) demand specific performance plus damages resulting from Purchaser's breach which includes reasonable attorneys' fees.

- 12. Attorneys' Fees:** If any party fails to comply with the terms of this offer, if accepted, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.

13. **Notices:** All notices, demands or other communications of any type (hereinafter "Notice") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Agreement or in anyway related to the transaction contemplated herein, shall be in writing and delivered to the person to whom the Notice is directed, either in person, or by Federal Express or similar overnight delivery service, or by United States Mail, registered or certified, return receipt requested. Any notice given or received by either party's attorney shall have the same effect as though given or received by such party personally. Notice delivered by mail shall be effective when received or when tendered for delivery, and shall be addressed, if to Seller, as follows:

**Sherwood A. Berard
P. O. Box 100
DesAllemands, LA 70030**

and addressed, if to Purchaser, as follows:

**St. Charles Parish
c/o Parish President
P. O. Box 302
Hahnville, LA 70070**

with a copy to:

**Robert L. Raymond
14108 River Road
Destrehan, Louisiana 70047**

Either party may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

14. **Expropriation and Annexation:** Seller hereby warrants that it has not received notification of any pending or threatened expropriation or condemnation proceeding involving the Property or any portion thereof. If the Property is taken in whole or part by condemnation or expropriation proceedings, between the date of mutual execution of this Agreement and the date of Closing, this Agreement may, at Purchaser's option, be terminated, whereupon neither party shall have any further liability or obligation to the other hereunder and the Deposit shall be returned to Purchaser. Alternatively, Purchaser may elect to accept the Property in its then condition, whereupon any condemnation award shall be assigned and/or paid to Purchaser at Closing.
15. **Risk of Loss:** The risk of any and all losses to the Property as a result of casualty from and after the Effective Date shall be on the Seller (unless caused by the acts or negligence of Purchaser or Purchaser's agents, employers or contractors, in which case Purchaser shall be responsible for damages attributable to such casualty). If the Property is materially damaged by fire or other casualty prior to the Closing, then Purchaser will have the right to take title to the Property in its damaged condition, with no reduction in the Purchase Price but with the right to receive all insurance proceeds payable to Seller for repair of the damage to the

Property. If the Purchaser elects to continue this Agreement in effect and to take title to the Property or if the damage to the Property is not material, Seller shall at Closing assign to Purchaser all insurance proceeds payable for repair of the damage to the Property, and the Purchase Price will not be reduced.

16. **Effective Date** This Agreement has been signed by Purchaser as of the _____ day of _____, 2018, and shall stand as an offer which, if accepted by Seller by 3:00 p.m. on _____, 2018 shall constitute an Agreement to Purchase and Sell as provided herein. If Seller does not accept Purchaser's offer within the required time and in the required manner, then this instrument shall become null and void, and the parties shall have no further obligation to each other hereunder. This Agreement shall be effective as of the date of execution by Seller.

SELLER:


SHERWOOD A. BERARD

PURCHASER:

ST. CHARLES PARISH

By: _____
LARRY COCHRAN
PARISH PRESIDENT

Date: _____

Time: _____

Date: _____

Time: _____

FROM:		INVOICE																													
A.R.E. Real Estate Services, Inc. 7 Storehouse Ln Ste A Destrehan, LA 70047-3823 Telephone Number: (985) 764-6512 x27 Fax Number: (985) 764-8394		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">INVOICE NUMBER</th> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">180479</td> </tr> <tr> <th colspan="2" style="text-align: center; padding: 2px;">DATES</th> </tr> <tr> <td style="padding: 2px;">Invoice Date:</td> <td style="padding: 2px;">08/01/2018</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Due Date:</td> </tr> <tr> <th colspan="2" style="text-align: center; padding: 2px;">REFERENCE</th> </tr> <tr> <td style="padding: 2px;">Internal Order #:</td> <td style="padding: 2px;">180479</td> </tr> <tr> <td style="padding: 2px;">Lender Case #:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Client File #:</td> <td style="padding: 2px; border: 1px solid black; border-radius: 10px;">P.O. # 186117</td> </tr> <tr> <td style="padding: 2px;">FHA/VA Case #:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Main File # on form:</td> <td style="padding: 2px;">180479</td> </tr> <tr> <td style="padding: 2px;">Other File # on form:</td> <td style="padding: 2px;">P.O. # 186117</td> </tr> <tr> <td style="padding: 2px;">Federal Tax ID:</td> <td style="padding: 2px;">72-1256240</td> </tr> <tr> <td style="padding: 2px;">Employer ID:</td> <td style="padding: 2px;"></td> </tr> </table>		INVOICE NUMBER		180479		DATES		Invoice Date:	08/01/2018	Due Date:		REFERENCE		Internal Order #:	180479	Lender Case #:		Client File #:	P.O. # 186117	FHA/VA Case #:		Main File # on form:	180479	Other File # on form:	P.O. # 186117	Federal Tax ID:	72-1256240	Employer ID:	
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Employer ID:																															
TO: Rachel Whitener St. Charles Parish Department of Public Works & Wastewater St. Charles Parish Procurement Office P.O. Box 302 Hahnville, LA 70057 E-Mail: rwhitener@stcharlesgov.net Telephone Number: (985) 783-5102 Fax Number: (985) 725-2250 Alternate Number:																															
DESCRIPTION																															
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FEES		AMOUNT																													
General Purpose Appraisal		600.00																													
<div style="font-size: 1.5em; font-family: cursive;"> 112 420 040 4280 600 Appraisal SVCS 409 Down Bayou Road Rachel W 8/1/18 J. J. J. 8/2/18 </div>		SUBTOTAL 600.00																													
PAYMENTS		AMOUNT																													
Check #:	Date:	Description:																													
Check #:	Date:	Description:																													
Check #:	Date:	Description:																													
SUBTOTAL		0.00																													
PAYMENT DUE UPON RECEIPT- Thank you		TOTAL DUE	\$ 600.00																												

RESIDENTIAL APPRAISAL REPORT



Front

Property Location:	409 Down the Bayou Road Two portions of Lot 152, Coleau De France Des Ailemands, LA 70030
Borrower:	St. Charles Parish Dept. of Public Works
Client:	St. Charles Parish Department of Public Works & Wastewater St. Charles Parish Procurement Office Hahnville, LA 70057
Effective Date:	07/11/2018
Prepared By:	Karla J. Scott, SRA, AI-RRS Louisiana Certified Residential Real Estate Appraiser LA 1031



7 Storehouse Lane
Suite A
Destrehan, LA 70047-3823

Visit us online at <http://www.are-appraisal.com>

Subject Photo Page

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Alemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				



Subject Front

409 Down the Bayou Road
 Sales Price 0
 Gross Living Area 1,399
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1
 Location Rural
 View Res:Bayou
 Site 12,554 sf
 Quality Good
 Age 80



Subject Rear



Subject Street

Subject Photo Page

Borrower	St. Charles Parish Dept. of Public Works					
Property Address	409 Down the Bayou Road					
City	Des Armands	County	St. Charles	State	LA	Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater					



Subject Front

409 Down the Bayou Road
 Sales Price 0
 Gross Living Area 1,399
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1
 Location Rural
 View Res. Bayou
 Site 12,654 sf
 Quality Good
 Age 80



Subject Rear



Subject Street

Photograph Addendum

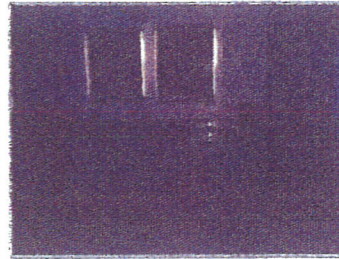
Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Alémands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				



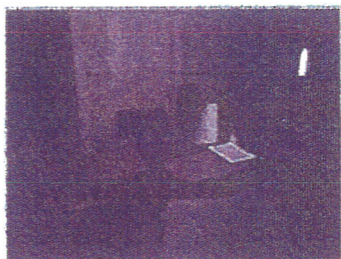
Living Room



Kitchen



Kitchen - 2nd view



Kitchen - 2nd view



Bedroom



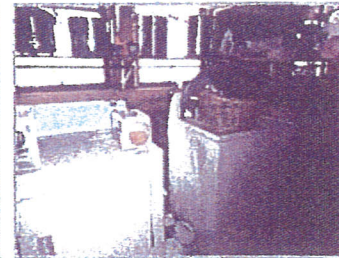
Bath



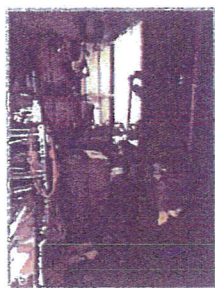
Bedroom



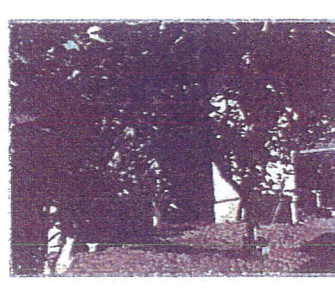
Office



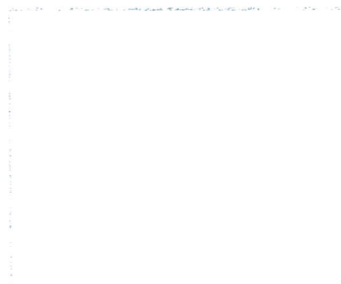
Laundry



Garage

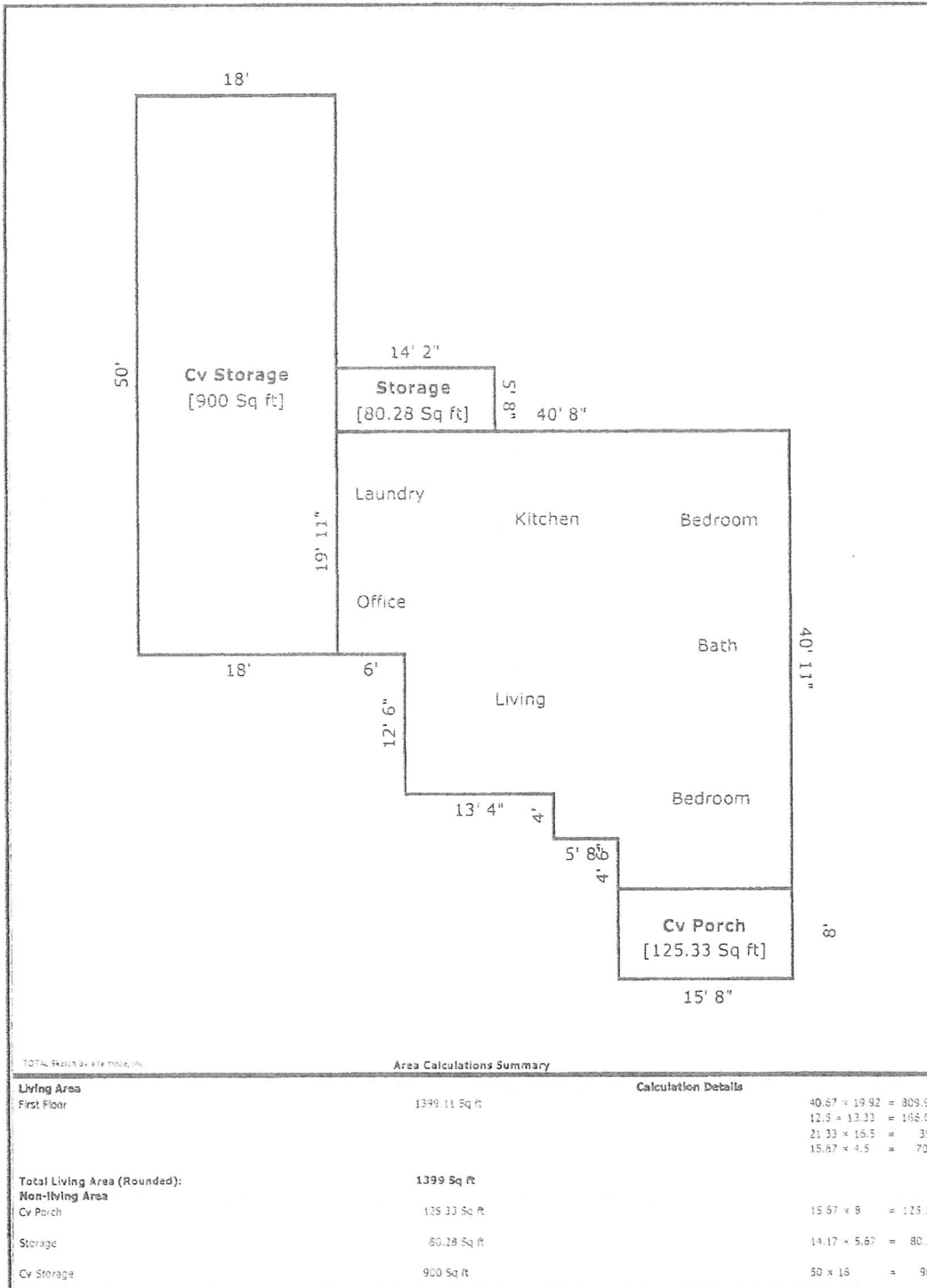


Rear



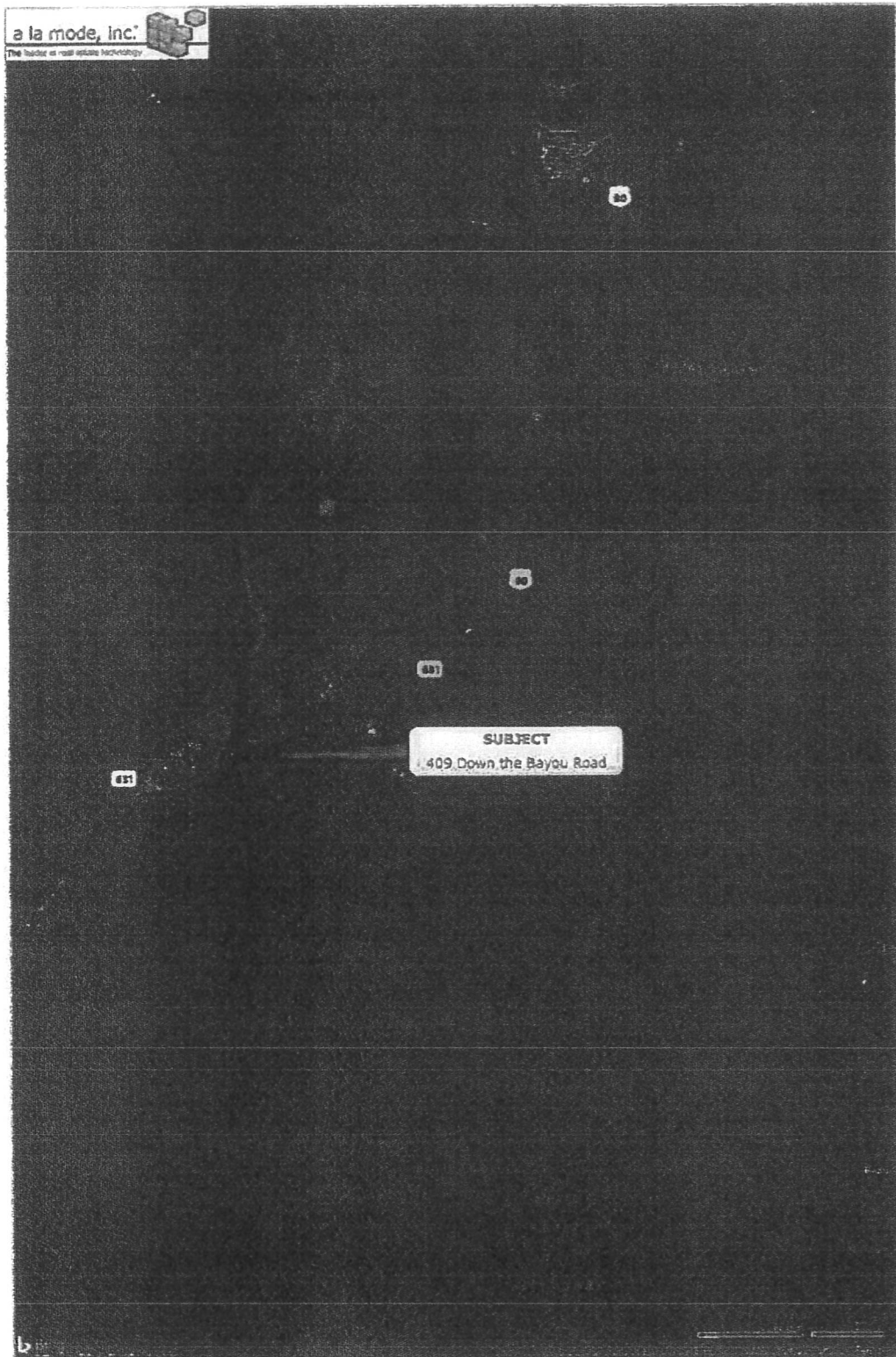
Building Sketch

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				

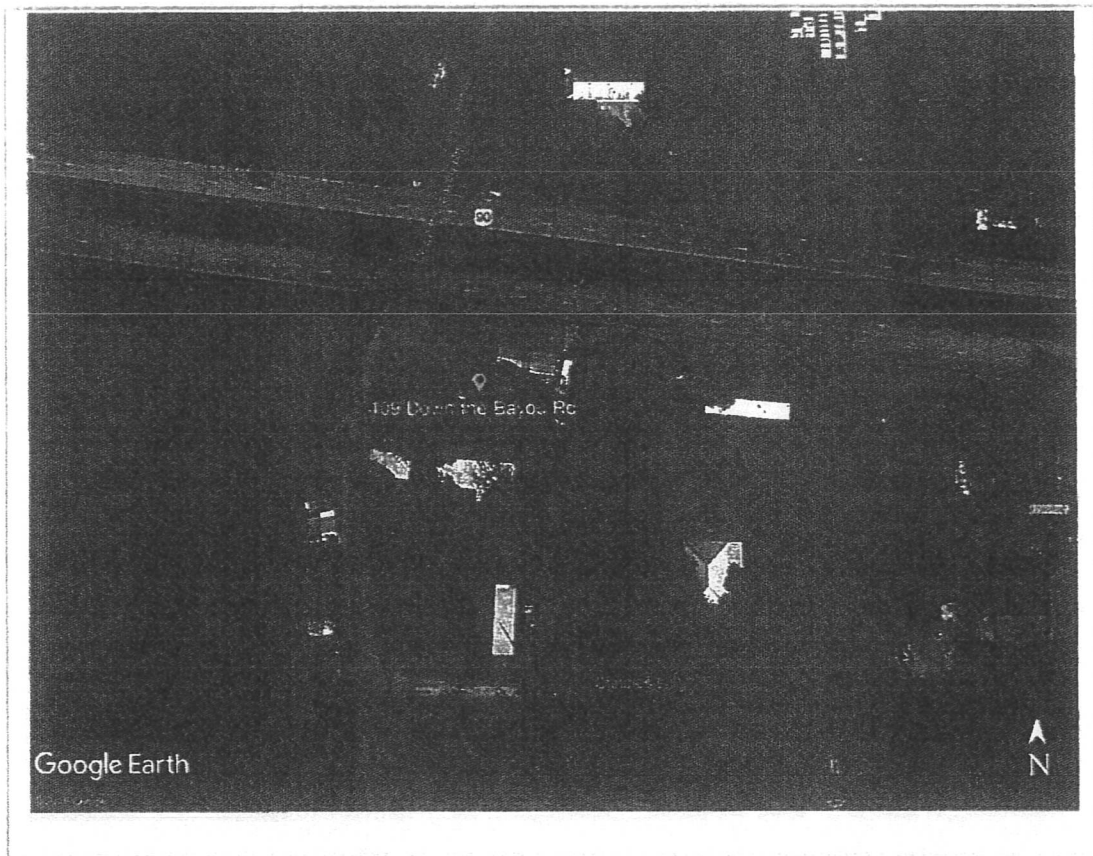


Neighborhood Map

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Armands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				



Aerial View



Parcel

St Charles Parish Assessor



DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of the data presented. The Assessor of St. Charles Parish makes no warranties, express or implied, regarding the completeness, reliability or currency of the data and accepts no liability associated with the use or misuse of said data. The Assessor retains the right to make changes to the data at any time without notice. The parcel data on this map is used to license, identify and inventory parcels within St. Charles Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data sources not originating in the Assessor's Office are also presented for informational purposes only. Assessor's Office, all data should be verified by consulting the appropriate county or municipal office.

RESIDENTIAL APPRAISAL SUMMARY REPORT

SUBJECT	Property Address: 409 Down the Bayou Road		City: Des Allemands		State: LA		Zip Code: 70030	
	County: St. Charles		Legal Description: Two portions of Lot 152, Coteau De France		Assessor's Parcel #: 40031520152F			
	Tax Year: 2017		RE Taxes: \$ 880.49		Special Assessments: \$ 0		Sewer (if applicable): St. Charles Parish Dept. of Public Works	
	Current Owner of Record: Sherwood Adams Bernard		Occupant: <input checked="" type="checkbox"/> Owner		Tenant: <input type="checkbox"/> Visitor: <input type="checkbox"/> Manufactured Housing: <input type="checkbox"/>			
ASSIGNMENT	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe):		HCA: \$ 0		per year: <input type="checkbox"/> per month: <input type="checkbox"/>			
	Market Area Name: Des Allemands		Map Reference: 35380		Census Tract: 0602.00			
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe):		This report reflects the following value (if not current, see comments): <input checked="" type="checkbox"/> Current (the inspection date is the effective date)		Retrospective: <input type="checkbox"/> Prospective: <input type="checkbox"/>			
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)		Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe):		Intended Use: Establish market value for possible property purchase			
MARKET AREA DESCRIPTION	Intended user(s) (by name or type): St. Charles Parish Department of Public Works		Client: St. Charles Parish Department of Public Works & V		Address: St. Charles Parish Procurement Office, P.O. Box 302, Hahnville, LA 70057			
	Appraiser: Karla J. Scott, SRA, AI-RRS		Address: 7 Storehouse Lane, Suite A, Destrehan, LA 70047-3833					
	Location: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural		Predominant Occupancy: <input type="checkbox"/> One-Unit Housing <input type="checkbox"/> Present Land Use: <input type="checkbox"/> Change in Land Use: <input type="checkbox"/>		PRCE: 400		One-Unit: 50% <input checked="" type="checkbox"/> Not Likely: <input type="checkbox"/>	
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	
SITE DESCRIPTION	Market Area Boundaries: Description and Market Conditions (including support for the above characteristics and trends): The subject community has a linear configuration and is defined by U.S. Highway 90, Highway 631 and Bayou Des Allemands.		The rural location of the subject is comprised of a variety of property types, uses and levels of maintenance. Employment, shopping and other basic consumer services are nearby or within a reasonable commute.		The state and local economies are in a period of stability with net population stable. Current interest rates are stable. Trends for the metro area and state sales activity is stable and pricing is stable.			
	Dimensions: 94.49/73.11 x 114.38/135 + 84.49 x 23.35		Site Area: 12,654 sf					
	Zoning Classification: R-1AM		Description: Single Family Residential / Medium Density		Allows Manufactured Homes: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Legal <input type="checkbox"/> Not Legal	
	Are DCRA's applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Ground Rent (if applicable): \$		Highest & Best Use as improved: <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other Use (describe):			
DESCRIPTION OF THE IMPROVEMENTS	Actual Use as of Effective Date: Residential		Use as depicted in this report: Residential		Summary of Highest & Best Use: The site's physical constraints, width, topography, shape and topography are all well suited to residential use. Current demand, price levels and surrounding activity support the development of the site for single family use. The highest and best use of the site is immediate development with an owner occupied residential use.			
	Utilities: Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>		Off-site Improvements: Type: <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		Topography: Mostl. Level, S. to N. to Rear		Size: Typical for the area	
	Electricity: <input checked="" type="checkbox"/> Street <input type="checkbox"/> Energy		Duro Gutter: None		Shape: Rectangular		Drainage: Adequate	
	Gas: <input checked="" type="checkbox"/> St. Charles Parish		Sidewalk: None		View: Residential/Highway 90 Bridge			
DESCRIPTION OF THE IMPROVEMENTS	Sanitary Sewer: <input checked="" type="checkbox"/> St. Charles Parish		Street Lights: Yes					
	Storm Sewer: <input checked="" type="checkbox"/> St. Charles Parish		Alley: None					
	Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul-de-Sac <input type="checkbox"/> Other (describe):		FEMA Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> FEMA Flood Zone: X500		FEMA Map #: 22018001750		FEMA Map Date: 6/16/1992	
	Site Comments: A more precise determination of a flood hazard should be made by a licensed surveyor. The subject site abuts Bayou Des Allemands and the owner has riparian rights which are highly desirable in the subject market. The subject is located under the U.S. Highway 90 bridge from St. Charles to Lafourche Parish, a major thoroughfare that runs east to New Orleans and west to Morgan City, Lake Charles and Bayou. The constant traffic creates high levels of noise which is not acceptable to a large portion of residential purchases. However, the particular sight will attract a very specific buyer due to its location on Bayou Des Allemands.							
DESCRIPTION OF THE IMPROVEMENTS	General Description: # of Units: 1, # of Stories: 1, Type: <input checked="" type="checkbox"/> Det., Design (Style): Cottage, Actual Age (Yrs): 30, Effective Age (Yrs): 30		Exterior Description: Foundation: Conc. Pier, Exterior Walls: Brick Veneer, Roof Surface: Seal Tar Shingle, Gutters & Downspouts: None, Window Type: DH Wood, Storm Screens: Wood		Foundation: Slab, Clay Space: Yes, Basement: None, Sump Pump: None, Compens: None, Settlement: None noted, Infestation: None noted		Basement: Area Sq. Ft.: <input checked="" type="checkbox"/> None, Heating: Type: FWA, Fuel: Gas, Cooling: Central, 1 Unit, Other: <input type="checkbox"/>	
	Interior Description: Floors: Wood/Ceramic-Good, Walls: Paneling - Average, Trim/Finish: Painted - Avg, Bath Floor: Tile - Gd, Bath Wainscot: Fiberglass - Avg, Doors: Solid Wd - Gd		Appliances: Refrigerator: <input checked="" type="checkbox"/> Range Oven: <input checked="" type="checkbox"/> Dishwasher: <input checked="" type="checkbox"/> Fan Hood: <input checked="" type="checkbox"/> Microwave: <input checked="" type="checkbox"/> Washer/Dryer: <input type="checkbox"/>		Amenities: <input type="checkbox"/> None, Fireplace(s) #: <input type="checkbox"/> Woodstove(s) #: <input type="checkbox"/>		Garage: <input type="checkbox"/> None, # of Cars (4 Tot): <input type="checkbox"/>	
	Finished area above grade contains: 4 Rooms, 2 Bedrooms, 1 Bath(s), 1,399 Square Feet of Gross Living Area Above Grade		Additional features: None noted					
	Describe the condition of the property (including physical, functional and external obsolescence): The subject is well maintained with only minor deferred maintenance noted. The owners repair and/or replace components as needed. There is a covered porch, open patio and large covered carport/storage. The kitchen has updated appliances and stainless counters. The owner reported the brick veneer is over cypress tongue and groove siding. The dwelling has the original solid panel interior doors with the glass hardware. No repairs required as a condition of value.							

RESIDENTIAL APPRAISAL SUMMARY REPORT

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
	Data Source(s): Multi List Service & Deadfax - a private reporting service of property transfers				
	1st Prior Subject Sale Transfer: Analysis of sale transfer history and/or any current agreement of sale listing. No prior transfers noted of the subject				
	Date: No prior transfers found for property within the past 36 months. The subject is not listed with the local multi-list services nor is it offered for				
	Price: past 36 months sale by owner				
	Source(s): MLS/Deadfax				
	2nd Prior Subject Sale Transfer:				
	Date:				
	Price:				
	Source(s): GSREIN MLS/Deadfax				
SALES COMPARISON APPROACH	SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.				
	FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
	Address	439 Down the Bayou Road Des Alamandis LA 70030	149 Canon Dr Des Alamandis LA 70030	18335 Old Spanish Trl Des Alamandis LA 70030	3930 Highway 90 E Des Alamandis LA 70030
	Proximity to Subject	0.23 miles NE	1.37 miles NE	1.19 miles SW	
	Sale Price	\$ 160,100	\$ 110,000	\$ 163,800	\$ 116,000
	Sale Price/GLA	\$ 77.79 /sq.ft.	\$ 117.00 /sq.ft.	\$ 98.47 /sq.ft.	
	Data Source(s)	Pub. Rec. Owner	GSREIN #2124341 DOM 54	GSREIN #2128438 DOM 4	Appraiser Files DOM Unknown
	Verification Source(s)	Inspection	Deadfax #29128	Public Record 833715	Deadfax 1201214
	VALUE ADJUSTMENTS	DESCRIPTION	ADJUST.	DESCRIPTION	ADJUST.
	Sales or Financing	Cash		VA	Conv
	Concessions	0		Paid \$5500	+5,500
	Date of Sale/Time	N/A	12/13/2017	10/13/2017	07/09/2015
	Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
	Location	Rural	Rural	Rural	Rural
	Site	1.265 ac	3.640 ac	1.500 ac	11.250 ac
	View	Res/Bayou	Residential	Res/Rail Road	Bayou/Busy Highway
	Design/Style	Cottage	Ranch	Cottage	Cottage
	Quality of Construction	Good	Average	Good	Fair
	Age	80	50	50	38
	Condition	Avg/Good	Average	Good/Renovation	Avg/Good
	Above Grade	100 Sq. Ft.	100 Sq. Ft.	100 Sq. Ft.	100 Sq. Ft.
	Room Count	4 2 1	5 3 1	5 3 2	6 2 1
	Gross Living Area	1,359 sq.ft.	1,414 sq.ft.	1,400 sq.ft.	1,178 sq.ft.
	Basement & Finished	0	0	0	0
	Rooms Below Grade	0	0	0	0
	Functional Utility	Average	Average	Average	Average
	Heating/Cooling	F.W.A./Central	F.W.A./Central	F.W.A./Central	F.W.A./Central
	Energy Efficient Items	None noted	None noted	Windows	None noted
	Garage/Carport	2 Carport	2 Carport	1 Carport	1 Garage
	Porch/Patio Deck	Cv Porch/Deck	None	Cv Porch/Deck	Screen Patio
Amenities	None	None	None	None	
Amenities	None	None	None	None	
Amenities	Storage Room	Shed	None	Storage Room	
Amenities	Covered Storage	None	None	Covered Storage	
Amenities	None	None	None	None	
Net Adjustment (Total)		+ 43,710	- 8,200	+ 40,730	
Adjusted Sale Price		\$ 153,710	\$ 155,600	\$ 156,730	
of Comparables					
Summary of Sales Comparison Approach: Due to the very limited activity of properties similar in view and/or with a water view or access, it was necessary to expand search parameters and include sales that exceed 12 month date of sale. Because time and guidelines were exceeded four closed sales have been included. Adjustments have been made for differences from the subject where appropriate and supported by available market data. Adjustments are a combination of paired sale and surveys of market participants. Sales 3 & 4 exceed 12 month date and sale and required upward time adjustments. The adjustments are based on a 3% per year increase in the market and are calculated on a per month basis. Site adjustments reflect market reaction to size and utility factors and are calculated on a per square foot basis. View adjustments were required for sales 1, 2 & 3. Sale 3 is located on the District waters in Lafourche Parish, however it front on Highway 90 a major thoroughfare with heavy traffic counts which impedes ingress and egress. Sales 1, 3 & 4 all warranted upward quality adjustments calculated at \$10 and \$20 per square foot respectively. These adjustments were made for the differences in quality of materials and workmanship of the original structures. Sale 1 upward condition adjustment reflects its lack of cosmetic updates and is calculated at \$5.00 per square foot of the sale. Sale 2 had been renovated with modern materials and required a downward adjustment of \$15 per square foot of the sale. Room adjustments are for bath count differences. Adjustments have also been made for size, parking and amenities.					
Indicated Value by Sales Comparison Approach \$ 155,000					

ADDITIONAL COMPARABLE SALES

FEATURE		SUBJECT		COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6				
Address		409 Down the Bayou Road Des Allamands, LA 70030		230 Badeaux Ln Des Allamands, LA 70030								
Proximity to Subject				3.73 miles SE								
Sale Price		\$	0	\$	172,000	\$		\$				
Sale Price GLA		\$	/sq ft	\$	136 \$1 /sq ft	\$	/sq ft	\$	/sq ft			
Data Source s		Pub Rec/Owner		MLS #996600, DOM 8								
Verification Source s		Inspection		Public Record 807738								
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+/- \$ Adjust		DESCRIPTION		+/- \$ Adjust		
Sales or Financing				Conv								
Concessions		0		Paid \$500								
Date of Sale/Time		N/A		09/26/2014		+19,350						
Rights Appraised		Fee Simple		Fee Simple								
Location		Rural		Rural								
Size		12,854 sf		45550		-40,000						
View		Res/Bayou		Res/Bayou								
Design (Style)		Cottage		Cottage								
Quality of Construction		Good		Fair		+25,200						
Age		80		20		-24,400						
Condition		Avg/Good		Avg/Good								
Above Grade		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths				
Room Count		4 2 1		5 2 1 1		-2,500						
Gross Living Area		1,399 sq ft		1,280 sq ft		+5,600		sq ft		sq ft		
Basement & Finished		0		0								
Rooms Below Grade		0		0								
Functional Utility		Average		Average								
Heating/Cooling		F W A /Central		F W A /Central								
Energy Efficient Items		None noted		None noted								
Garage/Carport		2 Carport		Driveway		+2,000						
Porch/Patio/Deck		Cv Porch/Own Pat		Wood Porch		-2,000						
Amenities		None		None								
Amenities		None		None								
Amenities		Storage Room		None		-1,000						
Amenities		Covered Storage		None		-1,000						
Amenities		None		None								
Net Adjustment Total				+ X \$		-14,750		+ \$		-		\$
Adjusted Sale Price of Comparables				\$		167,250		\$		\$		\$

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach: The adjustments I made are market derived, and based upon market based sales analysis. The quality and condition ratings for the subject and comparable sales are based upon my personal inspection of the subject, and/or comparables, and my interpretation of the photos and comments for comparable sales from the MLS, and how they compare to the subject. I am not privy to and do not have access or knowledge of quality and condition ratings from other appraiser's peers for the same comparable sales utilized. Additionally, the appraiser does not have knowledge or information regarding the adjustment methods utilized by other appraiser's peers.

RESIDENTIAL APPRAISAL SUMMARY REPORT

COST APPROACH	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations:	
	Support for the opinion of site value (sum of comparable and sales or other methods for estimating site value): Land value was determined by researching sales in the Boutte community in the past 3 years. Sales of land with similar views are rarely offered for sale. The most recent sales of lots on the Lafourche Parish side of Bayou Des Allemands have sold for approximately \$500 per square foot. The most recent sale of a lot with water access in St. Charles Parish sold for \$7.45 per square foot. These lots do not have the influence of the Highway 90 bridge, therefore it is reasonable the subject lots per unit value would be lower than these sales.	
	ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 50,000
	Source of cost data	DWELLING Sq Ft @ \$ = \$
	Quality rating from cost service Effective date of cost data:	Sq Ft @ \$ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Sq Ft @ \$ = \$
		Sq Ft @ \$ = \$
		Sq Ft @ \$ = \$
		Sq Ft @ \$ = \$
	Garage/Carport Sq Ft @ \$ = \$	
	Total Estimate of Cost-New = \$	
	Less: Physical Functional External	
	Depreciation = \$	
	Depreciated Cost of Improvements = \$	
	"As-Is" Value of Site Improvements = \$	
	Estimated Remaining Economic Life (if required) Years INDICATED VALUE BY COST APPROACH = \$	
INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach	
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project Describe common elements and recreational facilities	
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 155,000 Cost Approach (if developed) \$ Income Approach (if developed) \$	
	Final Reconciliation: The sales comparison approach has been given the greatest weight because it reflects the thinking and motivation of the buyers and sellers participating in the market. The cost approach was not developed due to the age of the property. The subject is located in an area of predominantly owner-occupied properties and not typically purchased for their ability to produce income. The income approach to value was not developed.	
	This appraisal is made <input checked="" type="checkbox"/> as-is <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair.	
ATTACHMENTS	This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 155,000 as of: 07/11/2018, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
SIGNATURES	A true and complete copy of this report contains 24 pages including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Conditions/Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addendum <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input type="checkbox"/> Flood Addendum <input type="checkbox"/> Manual House Addendum <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions	
SIGNATURES	Client Contact: Rachel Whitener Client Name: St. Charles Parish Department of Public Works & Wastewater	
	E-Mail: rwhitener@stcharles.gov.net Address: St. Charles Parish Procurement Office, P.O. Box 302, Hahnville, LA 70057	
SIGNATURES	APPRaiser: Karla J. Scott, SRA, AI-RRS Company: A.R.E. Real Estate Services Phone: (985) 764-6512 x24 Fax: (985) 764-8594 E-Mail: karla@areservices.com Date of Report (Signature): 08/01/2018 License or Certification #: 1031 State: LA Designation: SRA, AI-RRS Expiration Date of License or Certification: 12/31/2019 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 07/11/2018	
	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date of Report (Signature): License or Certification #: State: Designation: Expiration Date of License or Certification: Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection:	

Scope Of Work, Assumptions, & Limiting Conditions

Property Address: 409 Down the Bayou Road City: Des Allemands State: LA Zip Code: 70030
 Client: St. Charles Parish Department of Public Works & V. Address: St. Charles Parish Procurement Office, P.O. Box 302, Harenville, LA 70057
 Appraiser: Karla J. Scott, SRA, AI-RRS Address: 7 Storehouse Lane, Suite A, Dastrehan, LA 70047-3823

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a "home inspection" and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.)

Certifications

Property Address: 409 Down the Bayou Road City: Des Allemands State: LA Zip Code: 70030
 Client: St. Charles Parish Department of Public Works & W Address: St. Charles Parish Procurement Office, P.O. Box 302, Hahnville, LA 70057
 Appraiser: Karla J. Scott, SRA, AI-RRS Address: 7 Storehouse Lane, Suite A, Destrehan, LA 70047-3923

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I Karla J. Scott, have completed the continuing education program of the Appraisal Institute.

DEFINITION OF MARKET VALUE *

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well-informed or well-advised and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions

Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Rachel Whitener
 E-Mail: rwhitener@stcharlesgov.net

Client Name: St. Charles Parish Department of Public Works & Wastewater
 Address: St. Charles Parish Procurement Office, P.O. Box 302, Hahnville, LA 70057

APPRAISER

**SUPERVISORY APPRAISER (if required)
 or CO-APPRAISER (if applicable)**

Karla J. Scott

Appraiser Name: Karla J. Scott, SRA, AI-RRS

Company: A.R.E. Real Estate Services

Phone: (985) 764-6512 x24 Fax: (985) 764-6594

E-Mail: karla@areservices.com

Date Report Signed: 08/01/2013

License or Certification #: 1031 State: LA

Expiration Date of License or Certification: 12/31/2019

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 07/11/2018

Supervisory or
 Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date Report Signed:

License or Certification #: State:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

GP RESIDENTIAL

Supplemental Addendum

File No. 180478

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				

FOREWORD:

This appraisal report has been completed in accordance with our interpretation of the appraisal and reporting standards as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation.

THE INTENDED USE AND USER:

The intended use and user define the value opinion to be provided, the scope of work necessary to produce an opinion that would be credible for that intended use and the level of reporting necessary for the user to properly understand and employ the opinions within the appraisal report.

The intended user of the report is St. Charles Parish Department of Public Works & Wastewater who is also the client. Based on conversations and/or correspondence it is my understanding that the intended use of the appraisal is to aid the client in analyzing the subject property in relation to possible acquisition.

THE PURPOSE OF THE APPRAISAL:

The purpose of the appraisal was to provide an opinion of the "Market Value", as defined herein, of the fee simple rights of the subject property. Except as specifically noted within the body of this report, "Fee Simple" is assumed to be an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. The purpose of the appraisal was believed to be consistent with the intended use as defined by the client.

REPORT FORMAT:

The appraisal is presented in the "Appraisal Report Format" and is intended to comply with USPAP Standard 2-2 A. The level of reporting is intended to provide the client with information adequate to understand the analysis and conclusions presented herein, as they relate to the stated intended use of the appraisal. It is critical that the user properly understand the context in which the appraisal was developed to properly employ the opinions provided. If the user does not believe the report in its current form provides an adequate description of the appraisal process, supporting data and analysis and reasoning supporting the opinions provided herein, they should request additional information.

THE EFFECTIVE DATE OF THE APPRAISAL:

The effective date of the appraisal is 07/11/2018. It is imperative the reader understand the real estate market is not static. Any changes in the market, either actual or perceived, may affect the value opinions as they would relate to any other prior to or after the effective date established for this appraisal. Examples of market changes which could affect the value include but are not limited to changes in interest rates, supply and demand, and/or announcements of public or private projects that were not known or considered in this appraisal.

SCOPE OF WORK:

The scope of work reflects the amount and type of information to be researched and the analysis necessary to produce a credible opinion of value suitable for the intended use of the appraisal. It is the appraiser's responsibility to establish the appropriate scope of work and to disclose to the intended user the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work for this assignment included but was not limited to the following:

- A review of the property's legal description and readily available maps to properly identify the subject property. At least one visit to the subject was made to collect physical data about the site and improvements. During the site visit, the interior and exterior of the site improvements were visually inspected. The inspection was limited to those readily observable features and did not include any testing or use of special equipment. The inspection was made to determine the overall physical condition, the quality of construction and the subject's ability to function at its highest and best use.
- Collection of demographic and economic information regarding the regional economy, municipality and immediate neighborhood. Analysis of local real estate market trends and development trends.
- Research of the local realtor multi-list service and deed fax and a survey of realtors, market participants and other local appraisers for data related to recent sales and current offerings of properties similar to subject both as if vacant and as improved.
- Research of the local realtor multi-list service and a survey of realtors, market participants and other local appraisers for data related to occupancies, rental rates, expenses and current offering of similar and competing properties available for rent.
- Research of current construction cost for improvements similar to the subject's through the Marshall Valuation Service and a survey of local contractors and developers.
- Analyzed the data gathered to establish the appropriateness of its inclusion in the appraisal process. Where appropriate developed adjustments used in the sales comparison approach, established market rents, expenses and applicable rates or ratios for use in the income approach and developed cost and depreciation estimates for use in the cost approach.

Within the body of the report is a more detailed explanation of each of the approaches to value considered and their relevance

Supplemental Addendum

File No. 130479

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				

to the final value opinions.

The scope of work is specific to the intended use and user. The opinions provided herein should not be employed for any use other than the intended use. Though a user may believe the level of data collection and analyses are appropriate for other uses, the context in which they were developed may not be appropriate for any other application. Furthermore, no user other than the intended user should rely upon or employ the opinions provided herein. The data collection, analysis and reporting are based upon the appraiser's understanding of the intended use and user and may not be appropriate for another user.

The physical inspection and reported property conditions are unique to the appraisal application. Terminology reporting a properties condition is relative to competing properties and may not be inclusive of similar property types. The visual inspection completed for the appraisal does not rise to the level of a property inspection completed by a licensed property inspector, contractor or engineer and should not be relied upon as such. The user should carefully review and understand the limiting conditions, assumptions and certifications included herein that further define the context of the appraisal and the reporting.

HIGHEST AND BEST USE:

The "Highest and Best Use" of the subject property is considered to be that use that is physically possible, reasonably probable, legally permissible, financially feasible and results in the highest value. The "Highest and Best Use" is determined for the property both as vacant and as improved.

In the case of the subject, locational factors such as, accessibility, surrounding uses and market demand suggest a residential use. The site's physical constraints, size, shape, width to depth ratio and topography are all well suited to use as a residential site. Furthermore, the existing zoning limits the legal use of the subject site to single-family residential use or a less intensive use, with little likelihood of change. Current demand, price levels and surrounding activities support the development of the site for single-family use. The Highest and Best use for the subject as vacant is considered to be for "immediate development for single-family use".

As described within the body of the report, the subject site is currently improved with a single-family residence. These improvements conform to the opined "Highest and Best Use" of the subject as if vacant. The observed or assumed condition, design and utility of the improvements all support a continuation of their use. The Highest and Best Use of the subject as improved is considered to be for "Single-Family Residential".

COST APPROACH:

The cost approach is most relevant when the improvements are proposed, new, relatively new and when or if the improvements are to be renovated. The cost approach is often the most reliable approach when appraising properties that are designed for a special purpose or are seldom exchanged in the market place.

The cost approach provides an estimate of value by combining the market value of the vacant land, the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of accrued depreciation. As the level of depreciation increases the reliability of this approach diminishes. Increased depreciation results in greater subjectivity in assessing its effects, as well as limiting the amount of data from which reliable adjustments can be extracted.

Improvements to the subject property are 80 years old and would likely require significant adjustments for various forms of depreciation. Due to a limited amount of data, reliable adjustments could not be derived. The resulting value estimate was considered to be overly subjective and was not considered a reliable indicator of the market value. Due to the limited reliability the cost approach has been omitted. The omission of this approach does not diminish the credibility of the value opinion, as it relates to the intended use or purpose of the appraisal.

Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any data other than the effective date of this appraisal.

SALES COMPARISON APPROACH:

The sales comparison approach is an analysis of recently sold, under contract and currently listed properties determined to be similar or comparable to the subject property. The data considered was believed to be representative of the market. The specific sales presented were chosen because they were considered to be the most comparable and required the fewest adjustments.

The analysis focuses on similarities and differences that affect value, including but not limited to property rights, conditions of the sale, financing terms, size, location, physical features and amenities. When possible and reasonably supported, each comparable is adjusted for its differences from the subject. These adjustments reflect market consideration for the differences. All differences may not be adjusted for because they either do not affect value or because there is inadequate data from which a reliable adjustment could be derived. Though an adjustment may not be made for specific differences (i.e. room count, appliances exterior siding, etc ...) these differences are considered in the reconciliation of the data.

The sales considered most comparable or similar to subject were given the greatest weight. The weighting of the comparables considered gross, line and net adjustment percentages, as well as location and overall comparability.

INCOME APPROACH:

The income approach reflects the value an investor is willing to pay for income producing property. Properties similar to the subject are typically owner occupied and not considered to be income producing or traded based on the potential to produce income. Additionally, as would be expected with this type property the revenue, expense and capitalization data is limited. Without adequate data, the income approach was not considered to be a reliable indicator of value and has been omitted. The omission of this approach does not affect the credibility of the value opinion provided as it relates to its intended use.

EXPOSURE TIME:

The value opinion assumes an exposure of 0-6 months.

Supplemental Addendum

File No. 180479

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				

FINAL RECONCILIATION:

As previously discussed all three of the traditional approaches to value were considered. The cost approach and income approaches were not considered reliable indicators of value and omitted. The sales comparison approach was considered to be the most reliable and given the greatest weight. As a result of my investigation and analysis, it is my opinion that the market value of the fee simple interest in the subject property as of 07/11/2018 was:

\$155,000

SPECIAL LIMITATIONS:

Information regarding flood zone, wood infestation and the overall condition of the improvement's components and systems are not warranted. The appraiser is not properly trained or licensed to determine flood hazard, recognize the existence of wood boring insects or properly determine or report on the condition of the improvements. A licensed land surveyor, pest inspector and home inspector can report on each of the respective issues.

Revised 01/2014

Comparable Photo Page

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA Zip Code 70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				



Comparable 1

149 Carlton Dr
 Prox. to Subject 0.80 miles NE
 Sale Price 110,000
 Gross Living Area 1,414
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 1
 Location Rural
 View Residential
 Site 6,540 sf
 Quality Average
 Age 60



Comparable 2

16835 Old Spanish Tr
 Prox. to Subject 1.37 miles NE
 Sale Price 153,805
 Gross Living Area 1,400
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 2
 Location Rural
 View Road/Rail Road
 Site 7,600 sf
 Quality Good
 Age 50

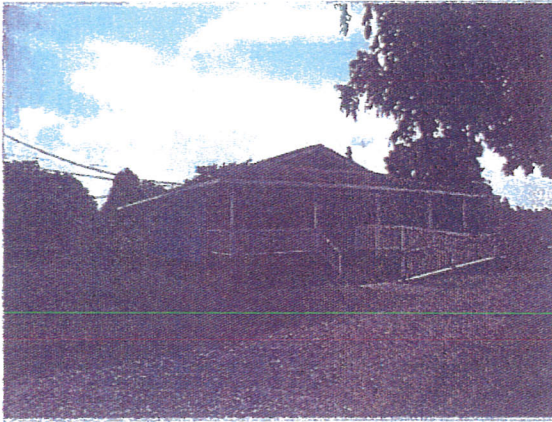


Comparable 3

3930 Highway 90 E
 Prox. to Subject 1.19 miles SW
 Sale Price 115,000
 Gross Living Area 1,173
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 1
 Location Rural
 View Bayou/Busy Highway
 Site 11,250 Sq Ft
 Quality Fair
 Age 38

Comparable Photo Page

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Down the Bayou Road				
City	Des Allemands	County	St. Charles	State	LA
				Zip Code	70030
Lender/Client	St. Charles Parish Department of Public Works & Wastewater				



Comparable 4

230 Badaux Ln
 Prox. to Subject 3.73 miles SE
 Sale Price 172,000
 Gross Living Area 1,260
 Total Rooms 6
 Total Bedrooms 2
 Total Bathrooms 1.1
 Location Rural
 View East/Bayou
 Site 45650
 Quality Fair
 Age 20

Comparable 5

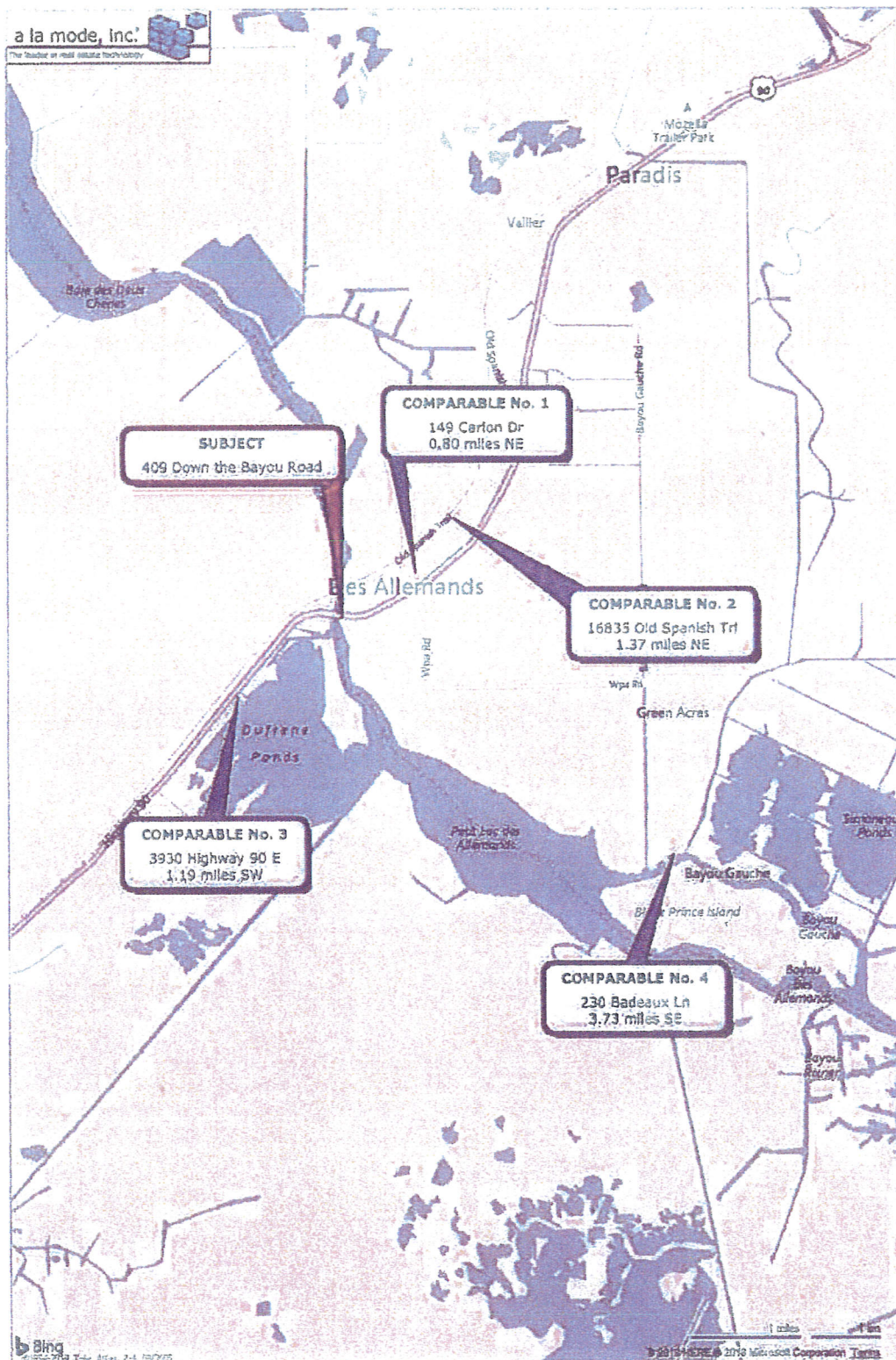
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

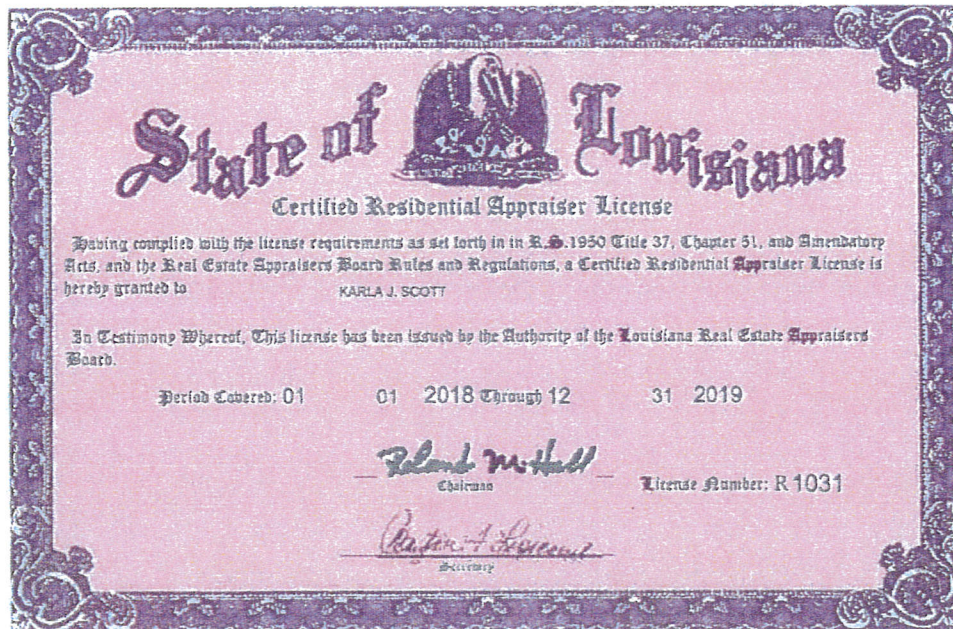
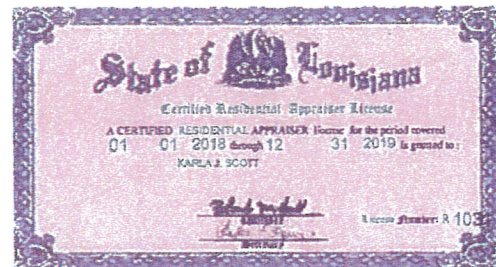
Comparable Sales Map

Borrower	St. Charles Parish Dept. of Public Works				
Property Address	409 Downline Boulevard				
City	Des Amelands	County	St. Charles	State	LA Zip Code 70030
Lender/Credit	St. Charles Parish Department of Public Works & Wastewater				



License

1031
CRA



ST. CHARLES PARISH		STATUS: ACTIVE			
TAX	TAX ACCOUNT	ASSESSMENT	TAX AUTHORITY	WARD	
2017	0	40031520152F	ST. CHARLES PARISH	4	
TAXPAYER INFORMATION		PROPERTY LOCATION			
BERARD, SHERWOOD ADAMS P. O. BOX 100 DES ALLEMANOS LA 70030		409 DOWN THE BAYOU ROAD CDF - NUMBERED FARM LOTS LOT NO 152F			
ASSESSED VALUES					
HOMESTEAD: YES		HISTORICAL TAX ABATEMENT:			
DESCRIPTION	UNIT	TOTAL	HOMESTEAD	TAXABLE	
SINGLE FAMILY RESIDENCE	1.00.I	4942	4942	0	
RESIDENTIAL SUBDIVISION LOT	0.25.A	848	848	0	
	TOTALS	5790	5790	0	
ESTIMATED TAXES					
DESCRIPTION	MLLAGE	TOTAL	HOMESTEAD	TAXES DUE	
911 EMERGENCY TELEPHONE SYSTEM	0.970M	\$5.61	\$5.61	\$0.00	
ARC	0.670M	\$3.88	\$3.88	\$0.00	
ASSESSMENT DISTRICT	1.410M	\$8.17	\$8.17	\$0.00	
COUNCIL ON AGING PW	0.860M	\$5.55	\$5.55	\$0.00	
FIRE PROT DIST FAC/EQUIP	1.450M	\$8.40	\$8.40	\$0.00	
GENERAL ALIMONY	3.170M	\$18.36	\$18.36	\$0.00	
HEALTH UNIT FACILITIES	0.810M	\$3.53	\$3.53	\$0.00	
HOSPITAL DISTRICT (CONT & MAINT)	2.480M	\$14.36	\$14.36	\$0.00	
HOSPITAL DISTRICT BOND (EXP. 2023)	1.030M	\$5.96	\$5.96	\$0.00	
HOSPITAL DISTRICT BOND (EXP. 2027)	0.440M	\$2.54	\$2.54	\$0.00	
HOSPITAL DISTRICT BOND (EXP. 2028)	0.850M	\$4.92	\$4.92	\$0.00	
HOSPITAL DISTRICT BOND (EXP. 2031)	0.840M	\$4.86	\$4.86	\$0.00	
LAFORCHE BASIN LEVEE DISTRICT	3.740M	\$21.65	\$21.65	\$0.00	
LAW ENFORCEMENT DISTRICT (MAINTENAN	17.800M	\$103.06	\$103.06	\$0.00	
LAW ENFORCEMENT DISTRICT (SB)	3.780M	\$21.89	\$21.89	\$0.00	
LEVEES AND FLOOD PROTECTION	4.070M	\$23.56	\$23.56	\$0.00	
LIBRARY	4.350M	\$25.19	\$25.19	\$0.00	
MOSQUITO CONTROL PROGRAM	1.080M	\$6.26	\$6.26	\$0.00	
RECREATION FAC & PROGRAMS	2.960M	\$17.14	\$17.14	\$0.00	
ROAD LIGHTING DISTRICT	1.010M	\$5.85	\$5.85	\$0.00	
ROADS & BRIDGES PARISHWIDE	5.900M	\$34.18	\$34.18	\$0.00	
SCHOOL DISTRICT (CI)	4.770M	\$27.61	\$27.61	\$0.00	
SCHOOL DISTRICT (MO)	41.860M	\$242.37	\$242.37	\$0.00	
SCHOOL DISTRICT NO. 1 BONDS (EXP. 2	1.200M	\$6.95	\$6.95	\$0.00	
SCHOOL DISTRICT NO. 1 BONDS (EXP. 2	1.510M	\$9.33	\$9.33	\$0.00	
SCHOOL DISTRICT NO. 1 BONDS (EXP. 2	2.200M	\$12.74	\$12.74	\$0.00	
SCHOOL DISTRICT REGULAR	4.120M	\$23.85	\$23.85	\$0.00	
SEWERAGE SYSTEM BOND (EXP. 2019)	1.110M	\$6.43	\$6.43	\$0.00	

WASTEWATER FACILITIES	1.090M	\$6.31	\$6.31	\$0.00
TOTALS		\$680.49	\$680.49	\$0.00
PROPERTY DESCRIPTION				
TWO PORTIONS OF LOT 152, COTEAU DE FRANCE.				



St. Charles Parish

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

Legislation Details

File #: 2018-0332 **Version:** 1 **Name:** Contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-5, Road Maintenance 2018, with Base Bid and Alternate No. 1

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-5, Road Maintenance 2018, with Base Bid and Alternate No. 1, in the amount of \$1,133,673.00.

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

Indexes:

Code sections:

Attachments: [2018-0332 Road Maintenance contract](#)
[2018-0332 Road Maintenance itemized bid tab](#)
[2018-0332 Bid Tab](#)
[2018-0332 Notice of Intent to Award](#)

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish President	Introduced	

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20 _____, by Barriere Construction Co., L.L.C., hereinafter called the "Contractor", whose business address is P.O. Box 1576 (1268 LA 3127), Boutte, Louisiana 70039, 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:

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: Road Maintenance 2018, Parish Project No. P160302-5
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Barowka and Bonura Engineers and Consultants, LLC, located at 209 Canal Street, Metairie, Louisiana 70005; (504) 828-0030
- 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, 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: Repair and improvements of existing asphalt streets in St. Charles Parish, Louisiana including milling and overlay of asphalt, pavement patching, restoration of streets, placement of shoulder material, and all incidental serves thereto.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Barowka and Bonura Engineers and Consultants, LLC 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.

- 2.01 The Project has been designed by Barowka and Bonura Engineers and Consultants, LLC 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 90 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 Five Hundred dollars \$500.00 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) (\$1,133,673.00) One Million One Hundred Thirty Three Thousand Six Hundred Seventy Three Dollars and No Cents 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 (Number 1)
- h) Contract documents bearing the general title "Road Maintenance 2018" dated August 2018.
- i) Drawings, consisting of a cover sheet dated N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: "Road Maintenance 2018"
- 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

CONTRACTOR: Barriere
Construction Co., L.L.C

By: _____

Title: Parish President

By:  _____

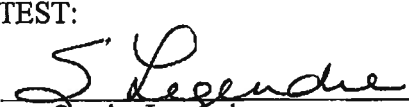
Title: Group Manager

ATTEST:

By: _____

Title: _____

ATTEST:

By:  _____

Title: Administrative Assistant

END OF SECTION

November 15, 2018

Mr. Lawrence "Lee" Zeringue, P.E.
St. Charles Parish Department of Public Works and Wastewater
100 River Oaks Drive
Destrehan, LA 70047

**Subject: St. Charles Parish Road Maintenance 2018
Parish Project No. P160302-5
Recommendation of Award**

Dear Mr. Zeringue,

BBEC has reviewed the bids received from your office for the above referenced project and recommends that St. Charles Parish proceed with awarding and executing a contract with the lowest responsible bidder, Barriere Construction Co., L.L.C. The total amount of the base bid is \$483,773.00. The total amount of Alternate No. 1 is \$649,900.00. Attached is a copy of the bid tabulation for your records.

If you have any questions or comments, please feel free to contact me.

Sincerely,
Barowka and Bonura Engineers and Consultants, L.L.C.


Johnny Housey P.E.

Attachment



St. Charles Parish
Road Maintenance 2018
Parish Project No. P160302-5
Bid Date and Time: November 15, 2018 at 10:00 AM

BASE BID					Barriere Construction Co., LLC			Boh Bros Construction Co., LLC		
Item	Description	Quantity	Units		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Temporary Construction Signs and Barricades	1	LUMP SUM		\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
2	2 - Inch Depth Cold Plane	25,397	SY		\$2.00	\$50,794.00	\$3.00	\$76,191.00	\$3.00	\$76,191.00
3	Asphalt Pavement Overlay	25,397	SY		\$11.00	\$279,367.00	\$11.00	\$279,367.00	\$11.00	\$279,367.00
4	6 - Inch Depth Asphalt Patching	930	TON		\$105.00	\$97,650.00	\$120.00	\$111,600.00	\$120.00	\$111,600.00
5	Reflectorized Raised Pavement Markers (Blue)	30	EA		\$5.00	\$150.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00
6	Adjustment of Manholes	14	EA		\$5.00	\$70.00	\$500.00	\$7,000.00	\$500.00	\$7,000.00
7	Adjustment of Drainage Structures	14	EA		\$5.00	\$70.00	\$750.00	\$10,500.00	\$750.00	\$10,500.00
8	Adjustment of Water Valves	14	EA		\$5.00	\$70.00	\$100.00	\$1,400.00	\$100.00	\$1,400.00
9	Shoulder Material (Stone Fill)	5,869	LF		\$1.00	\$5,869.00	\$3.00	\$17,607.00	\$3.00	\$17,607.00
10	Shoulder Material (Reclaimed Asphalt Pavement)	11,733	LF		\$1.00	\$11,733.00	\$1.00	\$11,733.00	\$1.00	\$11,733.00
11	Project Signs	2	EA		\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
12	Mobilization	1	LUMP SUM		\$31,000.00	\$31,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
TOTAL BASE BID						\$483,773.00		\$769,898.00		\$769,898.00

ALTERNATE NO. 1					Barriere Construction Co., LLC			Boh Bros Construction Co., LLC		
Item	Description	Quantity	Units		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Temporary Construction Signs and Barricades	1	LUMP SUM		\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
2	2 - Inch Depth Cold Plane	40,289	SY		\$2.00	\$80,578.00	\$3.00	\$120,867.00	\$3.00	\$120,867.00
3	Asphalt Pavement Overlay	40,289	SY		\$11.00	\$443,179.00	\$11.00	\$443,179.00	\$11.00	\$443,179.00
4	6 - Inch Depth Asphalt Patching	775	TON		\$105.00	\$81,375.00	\$120.00	\$93,000.00	\$120.00	\$93,000.00
5	Reflectorized Raised Pavement Markers (Blue)	42	EA		\$5.00	\$210.00	\$50.00	\$2,100.00	\$50.00	\$2,100.00
6	Reflectorized Raised Pavement Markers (Yellow)	3	EA		\$5.00	\$15.00	\$50.00	\$150.00	\$50.00	\$150.00
7	Plastic Reflective Pavement Striping (4"Width) (White)	0.061	MILE		\$5,000.00	\$305.00	\$15,000.00	\$915.00	\$15,000.00	\$915.00
8	Plastic Reflective Pavement Striping (4"Width)(Yellow)	0.029	MILE		\$5,000.00	\$145.00	\$15,000.00	\$435.00	\$15,000.00	\$435.00
9	Plastic Reflective Pavement Striping (8"Width) (White)	41.000	LF		\$10.00	\$410.00	\$20.00	\$820.00	\$20.00	\$820.00
10	Adjustment of Manholes	19.00	EA		\$5.00	\$95.00	\$500.00	\$9,500.00	\$500.00	\$9,500.00
11	Adjustment of Drainage Structures	19	EA		\$5.00	\$95.00	\$750.00	\$14,250.00	\$750.00	\$14,250.00
12	Adjustment of Water Valves	19	EA		\$5.00	\$95.00	\$100.00	\$1,900.00	\$100.00	\$1,900.00
13	Shoulder Material (Stone Fill)	9,137	LF		\$1.00	\$9,137.00	\$3.00	\$27,411.00	\$3.00	\$27,411.00
14	Shoulder Material (Reclaimed Asphalt Pavement)	18,261	LF		\$1.00	\$18,261.00	\$1.00	\$18,261.00	\$1.00	\$18,261.00
15	Mobilization	1	LUMP SUM		\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL ALTERNATE NO. 1						\$649,900.00		\$822,788.00		\$822,788.00

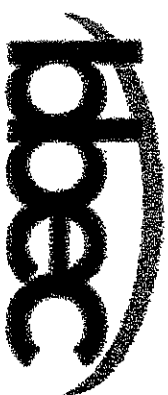


PROJECT TITLE: Road Maintenance 2018

PROJECT NO: P160302-5

DATE & TIME: Thursday, November 15th at 10 AM

ENGINEER'S ESTIMATE: 1,237,938.24



BIDDER	ADDRESS	Incl EMAIL	Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder				BASE BID	ALTERNATE # 1	NOTES
			LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM # 1	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RESOLUTION 00485	ATTESTATION CLAUSE 00470	E- VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480			
Barriere Construction	430 NOTRE DAME ST., P.O. BOX 2430, NEW ORLEANS, LA 70176; DANNY HEFMANN; dannyh@barriere.com		6276	✓	✓	✓	✓					483,773.00	644,900.00	Online
Diamond B. Construction	2090 Industrial Park Road, Alexander, La. 71303-JOSH GUNN; josh.gunn@diamondb.com													
John Brothers	P.O. Drawer 53266 New Orleans, LA 70153		2179	✓	✓	✓	✓					769,898.00	882,788.00	

Danny Hefmann



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

NOTICE OF INTENT TO AWARD

November 15, 2018

TO: Barriere Construction Company, LLC
P. O. Box 1576 (1268 LA 3127)
Boutte, LA 70039
Attn: Mr. James M. Breland, Jr., Vice President

PROJECT NAME: Road Maintenance 2018

PROJECT NO: P160302-5

To Whom It May Concern:

You are hereby notified that your bid dated November 15, 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 for a base bid price of Four Hundred Eighty Three Thousand Seven Hundred Seventy Seven Dollars and No Cents (\$483,773.00). The Alternate No. 1 bid price is for Six Hundred Forty Nine Thousand Nine Hundred Dollars and No Cents (\$649,900.00). The grand total of the Base Bid and Alternates is One Million One Hundred Thirty Three Thousand Six Hundred Seventy Three Dollars and No Cents (\$1,133,673.00).

Deliver all documents to:

Barowka & Bonura Engineers & Consultants, LLC
209 Canal Street
Metairie, LA 70005
ATTN.: Katie Cooper, E. I.

Deliver the following documents by November 25, 2018

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475)
See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480)
See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

Deliver the following documents by November 30, 2018

1. Six (6) 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. Six (6) 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. Six (6) 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. Six (6) 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.

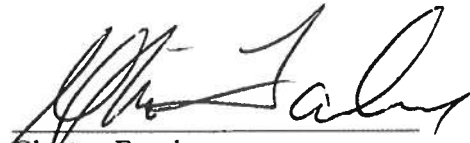
Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:

- **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.



Clayton Fauchaux
Director Public Works/Wastewater

cc: Brad Berthelot, Public Works Accountant
Lawrence "Lee" Zeringue, P.E., Public Works Senior Parish Engineer
John Housey, PE., BBEC
Project File P160302-5



St. Charles Parish

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

Legislation Details

File #: 2018-0333 **Version:** 1 **Name:** Name a private driveway located on Lot GV-2X, Gassen Villa Subdivision, as requested by Wells One Investments, LLC

Type: Ordinance **Status:** Public Hearing

File created: 11/26/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: An ordinance to name a private driveway located on Lot GV-2X, Gassen Villa Subdivision, as requested by Wells One Investments, LLC.

Sponsors: Julia Fisher-Perrier

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #:	2018-0310	Version:	1	Name:	O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring
Type:	Ordinance	Status:			Tabled
File created:	11/5/2018	In control:			Parish Council
On agenda:	11/26/2018	Final action:			
Enactment date:		Yes			
Title:	An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to C-3 on a 550 foot portion of Lot 14B, Pecan Grove Plantation Subdivision as requested by Steven and Anne Hafkesbring.				
Sponsors:	Lawrence 'Larry' Cochran, Department of Planning & Zoning				
Indexes:					
Code sections:					
Attachments:	2018-0310 Recommendation at a Glance (2) 2018-0310 11.01.18 Minutes Hafkesbring(PZR-2018-07) 2018-0310 LUR PZR-2018-07 (Hafkesbring) 2018-0310 application 2018-0310 Survey 2018-0310 PZR-2018-07 AERIAL 2018-0310 PZR-2018-07 ZONING 2018-0310 PZR-2018-07 FLUM				

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/5/2018	1	Parish Council		
11/5/2018	1	Parish President	Introduced	
11/1/2018	1	Department of Planning & Zoning	Recommended	Denial
11/1/2018	1	Planning Commission	Recommended	Denial
9/27/2018	1	Department of Planning & Zoning	Received/Assigned	PH

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

Commissioner Frangella: Next item 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.

Mr. Welker: This is a rezoning application to take the first 550 ft. portion of Lot 14B to change the zoning from OL Open Land to C-3 Highway Commercial. This would be in order to properly permit and continue the operation of Greenway Services which is a landscaping business permitted as a home occupation in 2011 at this site. Greenway Services uses heavy equipment and has employees that do come to the residential site for business purposes which is not permitted based on the home occupation requirements. Lawn care and maintenance service businesses are not permitted in the OL zoning district so an attempt to rezone to a commercial zone or to allow it to operate as a more traditional commercial business site is being attempted.

The proposed rezoning to C-3 would not meet any of the three rezoning guidelines. C-3 zoning is not compatible with the Low Density Residential Future Land Use designation and meets the definition of a spot zone, the existing zoning and changes in land use pattern did not create an unreasonable use of the site, and while existing infrastructure is capable of supporting uses permitted in the C-3 zoning district, these would be incompatible with neighboring residents. So the department does recommend denial due to the request not meeting any of the rezoning criteria.

Commissioner Frangella: Ok we're going to open the public hearing for PZR-2018-07. Is the applicant here? Come forward and state your name and address.

My name is Anne Hafkesbring, I live at 12250 River Road, St. Rose. I have owned Greenway for almost 30 years and have resided on River Road for the past 8-9 years and have had a home occupation license. I ran my business before in a different area of the parish with a home occupation license without having any issues. I'm asking for a zoning change for a small section of the 2 adjoining properties that we own, which is Lot 14A and Lot 14B. Lot 14B has the address 12254 River Road. This section would be utilized to park 1 truck, a trailer with the lawn equipment inside and my 2 employees that come. They come in the morning, they leave with the truck and the trailer and they come back in the evening and they leave. None of the work that Greenway does is done on our property. My daughter also works with me in the office, these subtle actions have no impact to the area as some other areas do. The entire property is registered farm land with the US Department of Natural Resources and has been so for over 75 years before we purchased the land. I'm presently farming the land and do have that right as stated by law. I have chickens, ducks, pig, a fully stocked fish pond with bass and perch, a crawfish pond, beehives and more to come. I've recently had an electrical meter installed and in the process of adding a shade house and a greenhouse to that area in the back. I do intend to grow native Louisiana plants such as irises, lilies, milkweed and microgreens. Bobcats, tractors, excavators and trailers, which I do own, is the type of equipment that I'm using on my property and I will need help to have that done, you know a lot of hands need to be used. Also, my daughter has recently joined us to learn the business and farm at our sides. She recently applied for her growers permit from the Louisiana Department of Agriculture and Forestry to be able to sell our plants. The property is next to Gulf South Pipelines, my property was dormant for many years and left to vegetate but now has fencing, landscaping for beautification and a renovated home instead of an eyesore. Our property is always maintained. As things are now, they will not be any impact to the area of River Road. So we seek the zoning changes for Greenway and my family's future. I believe the people there opposed to this change are misinformed about what farm work is going on and confusing it with Greenway. I do hope you will approve this change. Thank you.

Commissioner Frangella: Once again this is the open hearing for PZR-2018-07. Is there anyone here wanting to speak in favor or against? Please state your name and address for the record.

My name is Amy Hingle, I live at 236 River Point Drive in Destrehan. I'm Anne and Steve's oldest daughter. I plan to take over Greenway and the farm when my parents retire. I have a degree in environmental biology and recently applied for my growers

permit from the LA Dept. of Ag and Forestry, my mom has told yall. My mom and I have started to farm the land and also begun to propagate native plants this year. I have more ideas for the future of the farm that will utilize the land to its full potential, but I plan to continue these efforts after I have my first baby this upcoming spring. I currently work for Greenway Inc. to support myself and my family but also take the time to work on the farm when I can. The zoning change requested is to allow for a small section of the front of the property to be changed from OL to C-3 so that 3 employees including myself can park while at work. Being a farm, we're allowed to have that equipment and employees and with the C-3 would not impact or change the area or surrounding areas. I want our farming operations to succeed and flourish throughout the years. I also want to continue to be a part of Greenway, Inc. in order to provide for my growing family as well as learn from my parents about taking over the property in the future. I'm hoping that you please consider to approve this change not only for my future but for the farms future to be an optimal, self-sustaining unit. Thank you.

Commissioner Frangella: Ok once again this is an open hearing, anyone here to speak in favor or against? Come forward.

Hi, my name is Daniel Nelson, I live at 243 Destrehan Drive. I'm the future heir to the land in St. Rose that's adjacent to the property they're trying to zone commercial. My parents, Glen and Margaret, actually live next door on the adjacent property, as do my brother, Glen Jr. and his wife Anna. Glen Jr. actually spoke on this once before but unfortunately he's out of town for work right now, so he asked me to speak on his behalf. To start with, by no means do we want this property rezoned to commercial. I have a lot invested in this property, I've lived on the property most of my life and I currently still do a lot of things on the property. As a child I grew up on the property hunting and riding 4-wheelers and such with my entire family. It was a great place to grow up, raise a family and help kids learn about the outdoors. I would like to have the same experiences with my children. This property has lots of wood and open land perfect for these activities, however zoning would eventually put a stop to all of that. Also, there's no telling what the future may hold for the members of my family. I have various brothers and sisters and my mom and dad have various grandchildren. They may want to build a house and live on the property and they certainly do not want to live next to a commercial business, it is our home, it is not a business park. My brother used to operate a business out of his house and parked his equipment on the property. For years my grandparents had bulldozers and such on the property so we didn't think it was a problem, we never had any issues in the past. When the Hafkesbring's first moved in, borrowing some of the equipment that they later complained about, you know it started to be an issue. So my brother installed a road all the way from the front of our house all the way to the back which is approximately a quarter mile from River Road, by the railroad tracks, he used to park some of his equipment. The Hafkesbring's kept complaining so Planning and Zoning told my brother he had to move his equipment or rezone it to commercial. He did not want to rezone our property to commercial because people lived there and he wanted to live it residential. So he purchased a piece of property, had it rezoned and moved all of his equipment. What they're trying to do, they're starting off small just as my brother did, but now he's a full blown contractor. He does everything from landscaping to concrete. All of his job titles and occupations are listed on his commercial truck and trailer that he parks there. All the equipment that he says that he's using for farming are to maintain his property, that is far from the truth. He has multiple bobcats, excavators, fork lifts, batwing mowers and flat bed trailers, dump trucks and commercial goose neck trailers. There is nothing that he farms there, simply a few ducks and chicken does not constitute a farm. He has multiple pieces of equipment that he uses for his business. Simply because they are smaller than what my brother uses for his business does not make it any different. He is simply operating on a smaller scale with similar equipment, all the equipment is being used commercially. He cuts the land with a large tractor which we understand, we also have one and do the same thing to maintain the property, by no means are we trying to stop him from maintaining that same property. Employees are coming and going at all hours of the day, parking their cars there. He has equipment coming and going and operating on the property at all times. He also fixes cars in the back and eventually he puts them on the road for sale. He has multiple sheds and buildings on the property for working on all the equipment and storing the supplies. If this is the case, in my opinion, he's already trying

to run it as a commercial business and there is no reason for so many buildings to be on the property. The fences they mentioned earlier are actually, they built them so tall we believe he's trying to conceal what he's already doing there, running his commercial business. He's also brought vegetation debris in the past back on the property that he sometimes burn back there. He leads you believe all this equipment is for the farming, this is far from the truth. With a little investigation it will prove that all I'm saying is accurate. My brother was shut down for the same operation. Our neighbors on the other side were shut down for selling horse feed and supplies. The neighbors adjacent to that were shut down for storing roofing supplies. Everybody decided to move because nobody wanted to have their property rezoned commercial because that could open up many ideas for industrial projects in the area. We all live there so everyone moved the companies. He is trying to get permission for the same thing that we were shut down for. In our opinion, this is absurd. A few months back he was trying to get a home occupation license which was rejected. In our opinion, he's trying to get a rezone because he's already running the business and he's just trying to comply. We do not believe that he should gain special permission to run these businesses when everybody else in the area has moved because we want the property to stay residential. In conclusion, as I said, we want to keep it residential because we don't want any future businesses there and like I said it could open up a can of worms in the future with other possible industrial ventures. Thank you.

Commissioner Frangella: Once again this is an open hearing for PZR-2018-07. Anyone in the audience care to speak in favor or against?

Good evening my name is Glen Nelson, I live at 12244 River Road in St. Rose. I'm two houses over from Steven Hafkesbring. To rezone to C-3, I have 5 children and 9 grandchildren that have interest in our property. My wife Margaret has lived here all of her life, it's been a great place to live and to raise children with the country atmosphere and the good schools that we have in this parish. I think it's a grave mistake to rezone the property to C-3 and clutter our residential areas with businesses. I don't know what their plans are for C-3, that can be anything from public stable to gas stations. In the past, my son, Glen Jr. who lives next door had problems with parking equipment on the property. At that time we had talked about rezoning the property to commercial property, we decided against it. We didn't want to change it to commercial so we made other arrangements to keep the equipment somewhere else. I think my children and grandchildren would have second thoughts about building a home on the property with commercial entities next door. Who knows what could end up being done on the commercial piece of property if the Hafkesbring's are allowed to change their Open Land to C-3, we also should be able to change ours to C-3. What's good for one should be good for everyone. We would rather not do that. By no means is anyone in our family trying to be vindictive or trying to shut down our neighbor's business, but I think that we all should have to abide by the same rules and regulations. This is nothing personal against Steve and his family, however, if Steve ever decides to sell his property to an outside party, the commercial zoning would already be in place for any commercial business to move in. For years, various businesses have approached us and have tried to buy our property for commercial entities, such as PepsiCola, grain elevators, towing companies. We turned them all down because we all wanted this property to remain residential and be a place our family can live for a very long time. In the past 6 months since we were here the last time, when Steve and Anne applied for a home occupation license and he was denied, nothing has changed. I personally think he's trying to make a fool out of us and this Council. Again, I think it would be grave mistake to approve a rezoning to C-3 and clutter our residential areas. Let's keep our area residential with a clean country atmosphere. Thank you.

Commissioner Frangella: Once again this is an open public hearing for PZR-2018-07, anyone here to speak?

Good evening, my name is Steven Hafkesbring, I live at 12250 River Road, St. Rose. I'm only applying for this C-3 because that's what Planning & Zoning told me the zoning needed to be if I was going to get a zoning change. Originally all I wanted to do was my home occupation, which I've been in business for 30 years, I've had a home occupation in St. Charles for 20 years. I never had any problems anywhere I lived before until now.

I purchased this property in 2009 and I invested everything I had into it. It was a vacant property, it was well overgrown, it was an eyesore for the neighborhood and the parish. Now it's a nice, clean, maintained property. I think Mr. Nelson said it, if it's good for him, for everybody to be the same. The fact of the matter is that DNR, Nelson RV Park, they just did it, it's right up the street, it's in my neighborhood and within the last year, yall changed the zone over there from OL to M-1/R-3, so if they can change the zone right there in my neighborhood from OL to M-1/R-3, which is just a couple hundred feet up the River Road, it's a stone's throw, the address is 12235 and I'm 12250, so it's not even a hundred block away and they changed the zone there to M and not only is it a spot zone, it's a split zone, a triple split zone. You have to drive through an OL to get to an M with an R-3 in the front with about 50 trailers. So my argument is the neighborhood can support that complete with a bus stop with permanent residents living in there because why would there be a school bus stopping there every day twice there? What's good for the goose is good for the gander, that's what's going on in my neighborhood. Furthermore, if you want to call it a neighborhood, the paper shows, that I got from Planning and Zoning, it's mostly M-1, OL, commercial, they got the split zone, spot zone for the Nelson's that yall approved right there. Bunge which is right next to them bought up all the properties around them which is in my neighborhood also. The area is not really going towards residential, that area is going towards commercial and industrial, is what it's going towards. Bunge just bought all the property to the left, all the properties on the right which used to be residential homes and yall changed the zone from R to C to accommodate Bunge and Bunge is planning to expand to the right towards their trailer park. So they bought all the property on James Drive East and James Drive West and I know they plan to expand there. There's one residential house between me and Bunge, one, the rest is either pipelines or businesses, two trailer parks and 1 house. Towards IMTT, there's only, besides my house there's only 5 other houses all the way to IMTT which is about a ½ of a mile to IMTT. Most of those businesses in there, there's Gnotts Tugboats, the Legion Hall, IMTT, River Road Auto Body all within ¾ of a mile either way of my house there's DNR, there's the trailer park, there's Cristina's Trailer Park and there's about 5 or 6 pipelines running across that area. That area is expanding commercially, industrially is what it's expanding into now the way it's going. It's not going residential. My house sat vacant, the property I bought sat vacant for almost 40 years, it stood vacant for almost 40 years because nobody wants to buy it and use it residentially because that's not the way it's going. If it was a commercial zone, the property might be able to be put into commerce and be used if it was commercial, but nobody wants to buy it and Bunge owns the one next to them, to the right of them and it just sits vacant because nobody is going to use it residentially. Nobody wants to put a house in between IMTT Tank Farm and Bunge Grain Elevator with trailer parks and businesses running all up and down the River Road and it's my opinion that's what that neighborhood is going to. Like I said before, initially I didn't want to change to C-3 that was not my goal. I just wanted to get a home occupation and be left alone because my property is a farm property, it's been a farm property for 75 years, she's got the paperwork to prove it and the things that are permitted on my property now are the equipment is all permitted, the use is permitted to do the farm, I can have employees on my farm. The impact of my farm is going to be no different because we're going to expand the farm regardless of the outcome tonight, the farm is going to be expanded. The farm will have employees, the farm will have tractors, the farm will have bobcats, it will have excavators, it will have trailers, we're going to row up crops, we might have horses, cows, who knows how far we're going to go with it. What I'm asking for, I have 2 employees that come and park over there, all I want do, I'm not looking to build a gas station, I don't want a gas station next to my house either. All I want is for my employees to be able to park on the OL zone. My property is 100 feet wide, my residence is 100 ft. wide, it's subdivided so for them to say they are right next to it is not true because I offer 100 ft. of buffer zone, 100 ft. so when my employees come down the driveway and park I can't see what disturbs them. They come down, they park, they get out of their vehicle, they get in my truck and go somewhere else to go to work. When they come back with the truck they drive it down the driveway, they park it, they get out, they get in their vehicles and they leave. What part of that is disturbing and upsetting to the neighborhood, I don't understand. It's my understanding that I can have these same employees come there and work on my farm, I can have them work on the farm, as a matter of fact I do have them doing farm chores, they feed chickens, they feed the pig, the clean-up and they do farm chores when they come there, but

regardless of what they do or don't do is beside the point, the fact of the matter is the use as a farm for employees, for all my vehicles which are all in my name, Greenway owns nothing, Greenway owns no equipment, Greenway doesn't own any bobcats, any trucks, any trailers or lawnmowers. Greenway doesn't, I own that and it's all parked on my farm which is 10 acres by the way, 10 acres, 100 ft. buffer one for them, I have an 8 ft. fence 500 ft. long that cost me \$10,000 to build and still I can't get them off my back. I don't know what else direction to go but this is what I need to do. I need to be able to just earn my living and go about my business because this is how I provide for my family, pay my bills and take care of business.

Commissioner Frangella: I got a question for you. I'm getting a little confused here because it seems like you're talking about 2 individual, separate companies: One you have a permit to operate Greenway Services and the other one is you're operating a farm and the employees and the equipment goes back and forth between the 2.

Mr. Hafkesbring: Yes.

Commissioner Frangella: You own it all but you have to lease it or something to do the services correct or no?

Mr. Hafkesbring: No.

Commissioner Frangella: I'm just trying to figure out and can you understand that if this doesn't work for you then you go to do something else with the property or sell it, anything can go there in C-3.

Mr. Hafkesbring: I didn't want it to be C-3. That was not my intention, I didn't want to be C-3. When I went to Planning and Zoning and said what do I do, they said for you to have your equipment stored there you need to apply for C-3. I understand it's intense or whatever you want to call it but it's not unlike anything else going on in the neighborhood like down the street, it's a spot zone, triple split zone, yall just approved it recently, approved it and that was fine, which if it's good for the goose, it's good for the gander, you know what I'm saying. I don't understand why if they can put that which is super intense of activity going on in the neighborhood, why I just can't have my little Greenway? All it is, is a lawn maintenance company at the end of the day, that's what it is a lawn maintenance company, why I can't have it?

Commissioner Frangella: Ok. Thank you. Once again open public hearing for PZR-2018-07, anyone else have anything to say? Please state your name and address for the record.

I'm Margaret Nelson, I live at 12244 River Road, St. Rose. Let me first of all say that we too have never had any problems until the Hafkesbring's moved in. I have lived on that property all of my life, for 70 years and we all did the same things. We had no problem with what they were doing, they had no problem with what we were doing. Then all of a sudden my son's equipment was too big, too this, too noisy, too that. He too built a concrete driveway from the River Road all the way to the back to his shed. That wasn't acceptable, we were complained about, everything was wrong that we did and then my son was forced to move. He did not build that trailer park because he wanted it as a trailer park, he built it to move his equipment because we could no longer keep it at 12244 River Road in St. Rose. Again as was stated, what's good for the goose is good for the gander because it's the same kind of equipment except in a little bit smaller nature. As far as his house being vacant for 40 years that is no so, that house was rented several times like I said I have lived there all my life and nobody could afford to buy the property at the time. My son does not have any permanent residents living in that trailer park, the reason the school bus stops there is because there are people who move their family's with them when they work turnarounds or whatever, they could be in this area for a year to 2 years. So if they're there that long, they bring their children and their families with them, therefore they go to school, that's why the school bus stops there. Thank you.

Commissioner Frangella: Again, open public hearing for PZR-2018-07, anyone else like to speak? Alright, I'll close the hearing. Do any of the Commissioners have any questions for the applicant's or Planning and Zoning?

Commissioner Gordon: I have a question. I guess I'm a little bit confused my own self because it's stating ground maintenance but then the daughter stated about the chickens and everything so exactly is it a ground maintenance or?

Mr. Hafkesbring: I'm just making the point about the farm to let you know the use that's permitted now about the farm. The use that's permitted now on the farm is the farm activities to raise crops, to have livestock, to build fencing, to build ponds, that use is permitted. The use that my daughter wants to expand on the property is with the farm is growing her plants. Greenway Lawn Maintenance only want 550 ft. from the River Road to be zoned 550 ft. back, not the entire property to be changed to Greenway Lawn Maintenance, just the 550 ft. It's really simply so my employees can park and to satisfy I think Planning and Zoning called it storage of equipment for the lawn maintenance company. The equipment is stored inside an enclosed trailer, you can't hear it or see it. The equipment is 2 zero turn mowers inside an enclosed trailer is what we're talking about. Greenway Lawn Maintenance is a small operation, like I said it's 2 employees, 1 truck, they go out, they cut grass, they park, they come, they go, nothing for Greenway happens on the farm. I think the mistake that's being made is that the farm activity is being confused with Greenway just like you're confused about it, I think they're confused about it too because I am permitted to run the bobcats. All during the day I can row up crops, I can have green houses and I can also have employees on that farm to do all of these things, they are permitted. The thing I'm trying to drive home is that there is going to be no increased impact to that piece of land by giving me this C-3 because the things that are going on on the farm are already permitted, they are permitted and allowed as of now.

Ms. Stein: It might help clear up on page 62 there's a survey of the property, it's actually upside down in the agenda. If you orient it to the north the red box corresponds to the blue text saying OL to C-3 and the house that the Hafkesbring's live in is on Lot 14A on the survey, it's not shown. Lot 14B is the remainder that is not subject for the C-3 rezoning is where the farming takes place and it's just about 10 acres.

Commissioner Petit: If my memory serves me correctly, when we looked at the home occupation permit or request, there were multiple violations on the site, were those rectified or is this an attempt to rectify that?

Ms. Stein: This would be the next effort to correct so no the home occupation was in violation for employees and for equipment and remains.

Commissioner Frangella: And this is the only way to get these corrected?

Ms. Stein: This is the only thing that we've come to. C-3 zoning would permit outdoor storage, they would have to come back for a special permit to keep the equipment if it goes outside of the buildings.

Commissioner Frangella: So if it's like he said, it's stored in a trailer and not in there, it's still the same?

Ms. Stein: Yes generally we recommend a C-3 for any type of business that require heavy equipment, just because of the nature of the intensity, but it's not uncommon to have a landscaper or lawn service come in and say it's just an office, that's all we do, all the work occurs other places. We still have to provide the right zoning for the equipment to be kept and maintained which generally means it runs on the property some times which is loud.

Commissioner Frangella: Ok. I was just asking because if I got it correct it's a couple of mowers inside of a trailer that's not associated with anything with the farm correct?

Ms. Stein: I'm not exactly sure what Greenway's equipment is, what their equipment inventory is but what we've observed on the site, what Code Enforcement has observed on the site and they listed it for us, it led us to C-3 zoning.

Commissioner Frangella: And I guess that's because technically none of the equipment is owned by Greenway.

Ms. Stein: Yes.

Commissioner Frangella: So you don't know exactly, you can't be specific on what they would actually own.

Ms. Stein: Well we generally would not require an inventory of equipment, we leave that to the Assessor.

Commissioner Frangella: Anyone else have any questions? Ok. We'll close the public hearing. If there are no more questions then we'll call for the vote.

YEAS: None

NAYS: Gordon, Petit, Granier, Richard, Frangella

ABSENT: Booth, Galliano

Commissioner Frangella: Motion fails unanimously.

Ms. Stein: Just to be clear, this application and also the accessory dwelling unit for the White's will go forward to the Parish Council on November 26th.

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

LAND USE REPORT
CASE NUMBER: PZR 2018-07

GENERAL APPLICATION INFORMATION

- | | |
|--|--|
| <p>◆ Name/Address of Applicant
 Steven J. & Anne B. Hafkesbring
 12250 River Road
 St. Rose, LA 70087
 (504)-469-4424; ceoofive@yahoo.com</p> | <p>Application Date: 09/27/18</p> |
| <p>◆ Location of Site
 Lot 14B, Pecan Grove Plantation Subdivision, 12250 River Road, St. Rose</p> | |
| <p>◆ Requested Action
 Change of zoning of the first 550 feet of Lot 14B from O-L, Open Land to C-3, Highway Commercial. The purpose of this rezoning is to permit the operation of a landscaping company. The current O-L zoning does not permit this use.</p> | |

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel**
Approximately 8 acres, with the rezoned portion consisting of approximately 65,500 square feet
- ◆ **Current Zoning and Land Use**
Lot 14B is zoned O-L and developed with an office and accessory structures for a certified farm and landscape company.
- ◆ **Surrounding Zoning and Land Uses**
B-2, Batture-Industrial zoning is across River Road to the front; M-1, Light Manufacturing zoning is adjacent to the rear; R-1A and O-L zoning is adjacent to the east side; O-L zoning is adjacent to the west side.

The Mississippi River levee and batture is adjacent to the front; wooded, undeveloped land is adjacent to the rear; single family residences are adjacent to the east side; a gas pipeline facility is adjacent to the west side.
- ◆ **Future Land Use Recommendation**
Low Density Residential: This category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small platted lots zoned R-1A(M). Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.
- ◆ **Traffic Access**
The site is developed with a gravel driveway providing access to River Road.
- ◆ **Utilities**
Standard utilities are available and representatives of the Departments of Waterworks, Public Works/Wastewater and Public Works/Drainage indicate that existing utilities can serve commercial development in this area.

APPLICABLE REGULATIONS

Appendix A. Section VI.

[IV.] C-3. Highway commercial district—Wholesale and retail sales:

1. Use Regulations:
 - a. A building or land shall be used for the following purposes.
 - (1) All uses allowed in the C-2 District.
 - (2) Commercial auditoriums, coliseums or convention halls
 - (3) Retail manufacturing

- (4) Motor vehicle sales and service
 - (5) Wholesale uses
 - (6) Warehouses (less than 10,000 sq. ft.)
 - (7) Bus, railroad, passenger and truck terminals (without video poker gaming facilities)
 - (8) Bottling works
 - (9) Dog pound
 - (10) Building supply
 - (11) Heating and air conditioning service
 - (12) Plumbing shops
 - (13) Motor vehicle repair
 - (14) Glass installation
 - (15) Fabrication of gaskets and packing of soft metal material
 - (16) Creameries
 - (17) Parcel delivery service
 - (18) Reserved.
 - (19) Frozen food lockers
 - (20) Public stables
 - (21) Bulk dairy products (retail)
 - (22) Animal hospitals
 - (23) Gymnasiums
 - (24) Sheet metal shops.
 - (25) Upholstery
 - (26) Other uses of similar intensity
 - (27) Customary accessory uses incidental to the above uses when located on the same lot.
 - b. Special exception uses and structures:
 - (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
 - c. Special permit uses and structures include the following:
 - (1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
 - (2) R-1A and R-1B uses upon review and approval by the Planning Commission.
 - (3) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
 - (4) Reserved.
 - (5) Cellular installations and PCS (personal communication service) installations.
 - (6) Reserved.
 - (7) Warehouses (non-hazardous materials) over ten thousand (10,000) square feet.
 - (8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
 - (9) Bingo Halls, Video Bingo Parlors, and Off-Track Betting Establishments upon review of the Planning Commission and Ordinance of the Parish Council.
 - (10) Outdoor storage, when accessory to an otherwise permitted use in the district.
 - 2. Spatial Requirements:
 - a. Minimum lot size: Seven thousand (7,000) square feet, minimum width - seventy (70) feet.
 - b. Minimum yard sizes:
 - (1) Front - twenty (20) feet
 - (2) Side - five (5) feet
 - (3) Rear - ten (10) feet
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
 - 3. Transportation System: Arterial, local industrial, rail, water.
 - 4. Special Provisions:
 - a. Where any commercial use in a C-3 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater or lesser buffer strip.
- [V.] Prohibited use: Medical waste storage, treatment or disposal facilities.

Appendix A. Section XV. - Amendment procedure

- A. The Council may amend this Ordinance when amendments are properly introduced as outlined in Section XIV. No such amendment shall be effective unless:
 - 1. The Planning Commission has received a full analysis report from the Planning and Zoning Department on the merits of the proposed amendment and the Commission has held a public hearing on the proposed amendment offering standard public notice according to the Commission rules; and
 - 2. The Council has received a full analysis which includes a recommendation from the Planning and Zoning Department on the merits of the proposed amendment and including a recommendation from the Commission contained within a verbatim transcript of the portion of the Commission meeting relating to the proposed amendment; and
 - 3. The Council has held a public hearing on the proposed amendment offering standard public notice according to the Council rules.

- B. Following review by the Planning and Zoning Department, a public hearing will be held by the Planning and Zoning Commission. The Planning and Zoning Department shall post a sign on the affected property which calls attention to the public hearing at least ten (10) days prior to that hearing date. Similar notification shall also be posted at the principal office of the Department of Planning and Zoning. The public hearing shall be advertised in the official journal of the parish at least three (3) times on at least three (3) separate weeks, and at least fifteen (15) days shall elapse between the first publication and the date of the hearing. Notice of the time and place of the public hearing shall be sent by certified mail not less than ten (10) days in advance of the hearing to all abutting property owners. Following this public hearing, the recommendation of the Planning and Zoning Commission shall be forwarded to the Parish Council by the Planning and Zoning Department.
- C. A Planning Commissioner making a motion which differs from the Planning Staff recommendation may render a written statement in suitable form, for transmittal by the Secretary with the Commission and Staff reports to the Council. In addition, any other member may submit a written opinion on the matter, which shall be transmitted to the Council by the Secretary along with the Commission report.
- D. *Rezoning guidelines and criteria:* Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:
1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.
 2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property. One or more of following examples may be used in evaluating reasonableness:
 - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
 3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure. The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.
- E. *Rezoning approval criteria:* Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:
1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map. and
 2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.
- F. *Withdrawal of applications:*
1. Any application which the applicant wishes to withdraw from a Planning Commission public hearing must be withdrawn by written notice to the Department of Planning and Zoning not later than the Wednesday at noon preceding the Commission meeting, and following such withdrawal will not be accepted for readvertisement for six (6) months, except on majority vote by the Commission.
 2. When application is duly advertised and not withdrawn as set forth above, a public hearing shall be held by the Commission and a report forwarded to the Council along with any application received. Said application may be withdrawn from Council action only by written request to the Council Secretary before Thursday at noon preceding the public hearing. Any such application withdrawn in this manner shall not be accepted for re-advertising for one (1) year.
 3. Any rezoning application withdrawn after Commission action but prior to Council action may be refiled with the Commission in less than one (1) year provided that the Commission approves a written request showing there is evidence not previously considered or extenuating circumstances.
 4. Any rezoning application denied by Council shall be prohibited for applying for the same map amendment for a period of one (1) year from the date of denial.

REZONING GUIDELINE EVALUATION

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

1. *The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.* The Future Land Use Map (FLUM) designates this property for Low Density Residential. This FLUM category anticipates residential development compatible with the R-1A, R-1B, and R-1A(M) zoning districts, with neighborhood serving uses such as parks and churches. The purpose of the rezoning is to permit the operation of a landscaping company, a use which does not comply with the FLUM designation.

Additionally, there is no C-3 zoning within the vicinity of the subject site, and the nearest commercial zoning is C-2 approximately 2,500 feet upriver on River Road. The rezoning meets the definition of a spot zone as it “gives to a single lot or a small area privileges not extended to other land in the vicinity and which is not done in furtherance of the comprehensive plan or to serve the best interest of the community”. **The request fails the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property.* The site was originally developed as a single family residence which is now used for the operation of a landscaping company. This stretch of River Road is primarily developed with single family residential uses, including both site-built construction and mobile/manufactured homes. The only non-residential development consists of established offices or industrial uses in designated areas. The existence of the non-conforming use on the subject site is not the result of a significant change in the land use pattern of the area making the original or intended use unreasonable. **The request fails the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.* Most of the uses permitted in the C-3 zoning district, which includes high intensity commercial uses and some minor manufacturing would be incompatible with the largely residential character of the immediate area. Representatives from Public Works & Wastewater and Waterworks stated they have facilities servicing the area and can accommodate development permitted in the C-3 zoning district. Since uses permitted in C-3 zoning would be incompatible with existing neighborhood character, **the request fails the third guideline.**

ANALYSIS

The applicant requests rezoning of the 550 feet of Lot 14B from O-L to C-3 in order to permit the continued operation of Greenway Services, a landscaping business permitted as a home occupation in 2011 (project 24277). Greenway Services uses heavy equipment and has employees which is not permitted for home occupations. Lawn care and maintenance service businesses are not permitted in the OL zoning district.

The proposed rezoning to C-3 would not meet any of the three rezoning guidelines. C-3 zoning is not compatible with the Low Density Residential Future Land Use designation and meets the definition of a spot zone, the existing zoning and changes in land use pattern did not create an unreasonable use of the site, and while existing infrastructure is capable of supporting uses permitted in the C-3 zoning district, these would be incompatible with neighboring residents.

DEPARTMENT RECOMMENDATION

Denial, due to not meeting any of the rezoning guidelines



St. Charles Parish

Department of Planning & Zoning

14996 River Rd / P.O. Box 302 • Hahnville, LA 70057

Phone (985) 783-5060 • Fax (985) 783-6447

www.stcharlesparish-la.gov

Permit/Case #: 2018-07
Receipt #: _____
Application Date: 9/27/2018
Zoning District: _____
FLUM Designation: _____
Date Posted: _____

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

Fee: \$40 - \$200

Applicant: Steven and Anne Hatkesbring
Home address: 12250 River Rd St Rose, LA 70087
Mailing address (if different): _____
Phone #: 504 469 4424 Email: geoofive@yahoo.com
Property owner: Steven and Anne Hatkesbring
Municipal address of property: 12254 River Rd St Rose, LA 70087
Lot, block, subdivision: lot 14B Pecan Grove
Change of zoning district from: DL to: C3
Future Land Use designation of the property: _____
(A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

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

operating grounds maintenance company

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

12250 lot 14A is residence of property owners
Gulf South gas pipeline directly next to 14B
Many commercial properties in area nearby River Rd
Auto Body Shop, Knots tugboats, Barge & ADM grain
elevators

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

yes - business

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

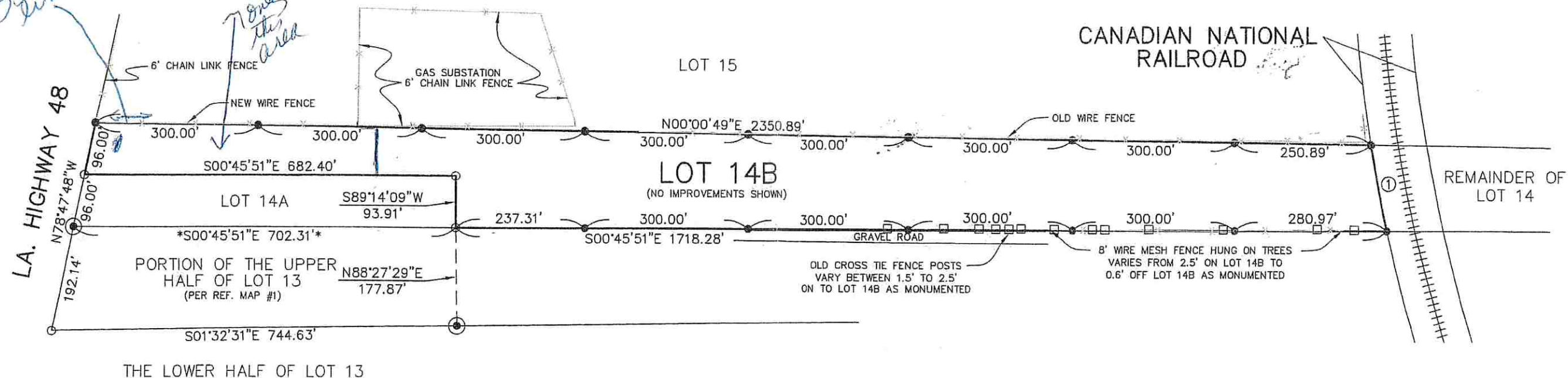
Does not comply

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

not uncommon for C3 along this
area of River Road



550 ft
520 ft
OK to
C3
700 ft
this
area



TITLE: SURVEY PLAT OF LOT 14B OF PECAN GROVE PLANTATION
SITUATED IN SECTION 41, T-13-S, R-9-E,
ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

DATE: OCTOBER 24, 2012

CERTIFIED TO: STEVEN J. HAFKESBRING

MUNICIPAL ADDRESS: 12250 RIVER ROAD (LOT 14A)

SURVEY REFERENCE: 1. SURVEY OF A PORTION OF THE UPPER HALF OF LOT 13, PECAN GROVE PLANTATION
BY LUCIEN C. GASSEN, P.L.S. DATED JANUARY 9, 2008.
2. SURVEY PLAT AND RESUBDIVISION OF A PORTION OF LOT 14 OF PECAN GROVE PLANTATION
INTO LOTS HEREIN DESIGNATED AS LOT 14A AND 14B OF PECAN GROVE PLANTATION
BY STEPHEN P. FLYNN, P.L.S. DATED JUNE 3, 2011.

BASIS OF BEARING: * THE LINE BETWEEN LOTS 14 AND THE UPPER HALF OF LOT 13 * PER REFERENCE MAP NO. 1

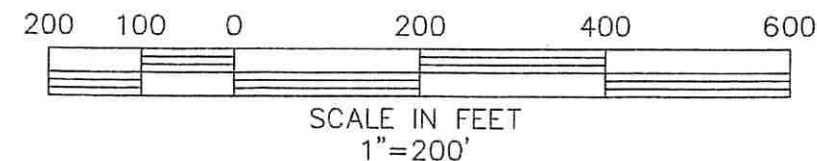
SURVEYOR'S NOTES: A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND
UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S
"STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.
B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE
EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.
D. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT.
THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED
FOR FINAL DETERMINATION.

CURVE DATA:

① L=158.81'
R=2894.59'
Ch=N78°71'35"E 158.79'

LEGEND

- #4 IRON ROD SET
- #4 IRON ROD FOUND
- ⊙ 3/4" IRON PIPE FOUND
- OLD CROSS TIE POST WITH NO FENCING
- FENCE



DRAWN BY: CD

DRAWING NO. MM0049A

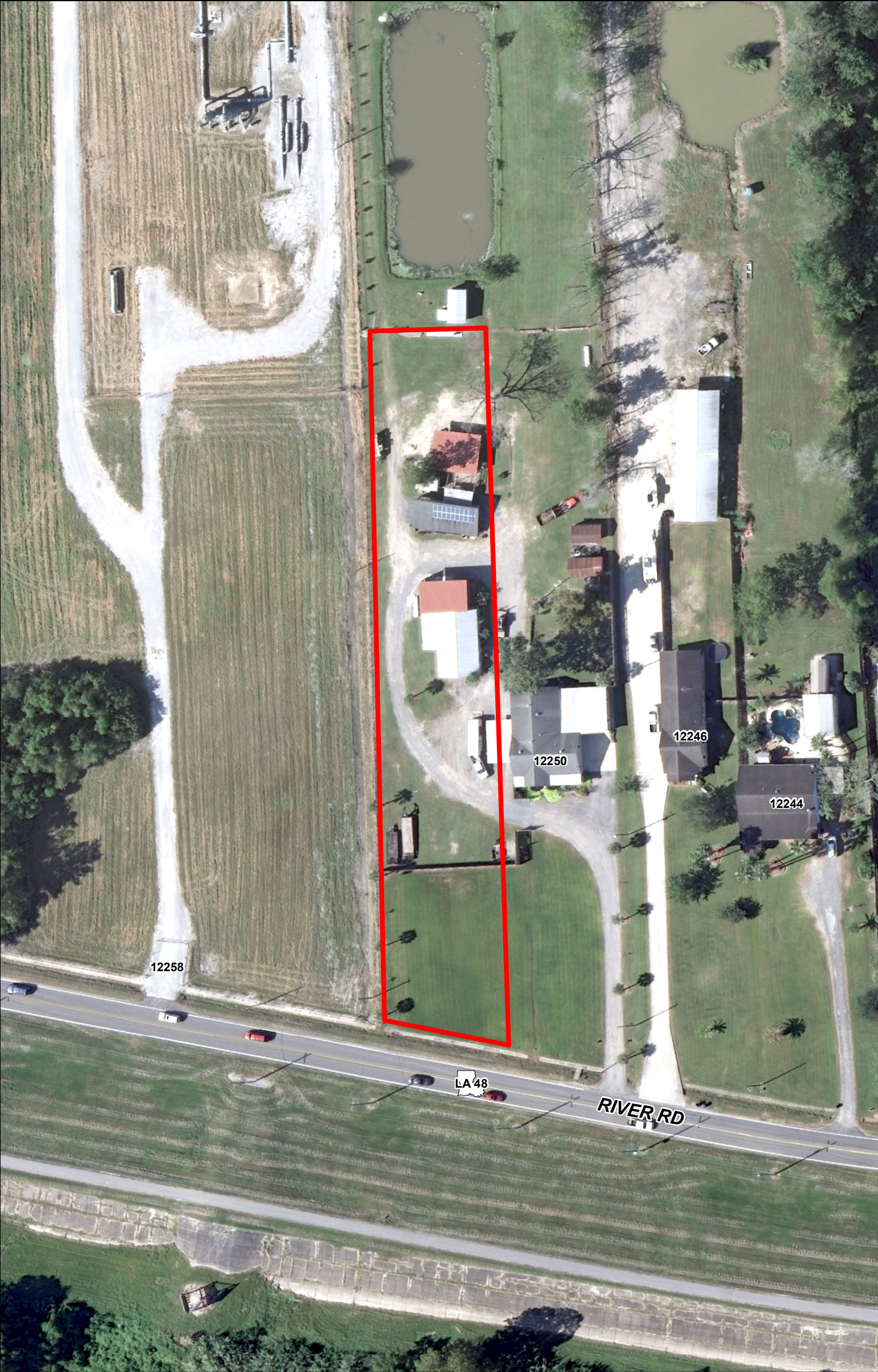
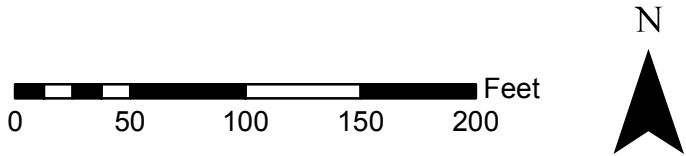
RIVERLANDS SURVEYING COMPANY

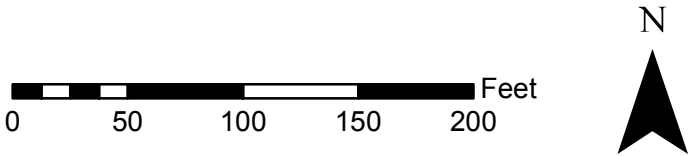


505 HEMLOCK STREET
LAPLACE, LA. 70068
1-800-248-6982
985-652-6356

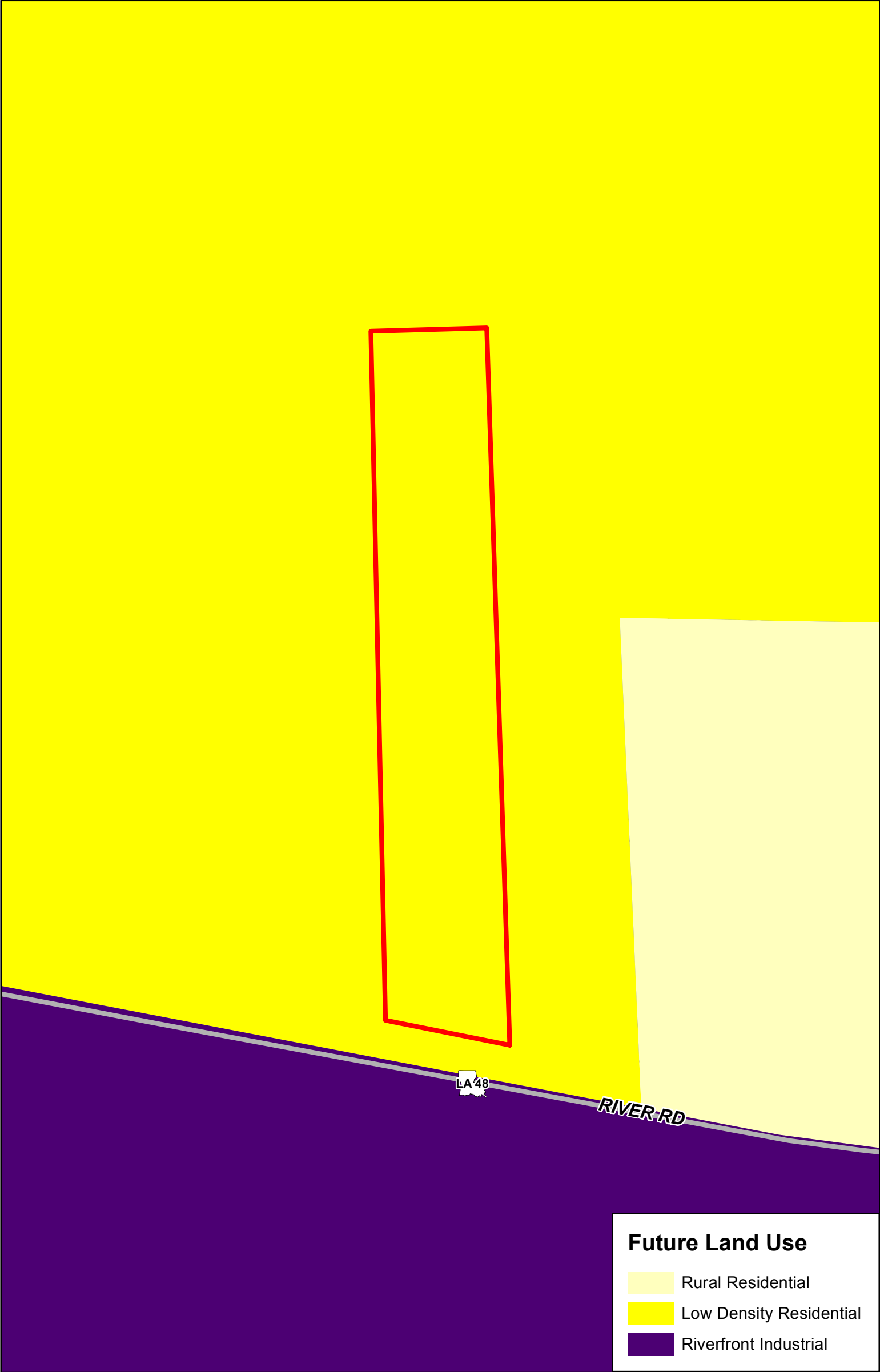
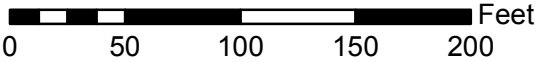
Stephen P. Flynn
STEPHEN P. FLYNN
P.L.S. LA. ST. REG. NO. 4668

PZR-2018-07
Requested by: Stephen Hafkesbring
O-L to C-3





PZR-2018-07
Requested by: Stephen Hafkesbring
O-L to C-3



Future Land Use

Rural Residential

Low Density Residential

Riverfront Industrial



St. Charles Parish

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

Legislation Details

File #: 2018-0339 **Version:** 1 **Name:** Approve and authorize a Federally Funded Agreement for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project in Norco

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

File created: 12/10/2018 **In control:** Parish Council

On agenda: 12/10/2018 **Final action:**

Enactment date: **Yes**

Title: A resolution to approve and authorize the execution of a Federally Funded Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project in Norco.

Sponsors: Lawrence 'Larry' Cochran, Grants Office

Indexes:

Code sections:

Attachments: [2018-0339 Subgrantee Agreement - ECPSCI](#)

Date	Ver.	Action By	Action	Result
12/10/2018	1	Parish President	Introduced	

A Federally Funded Agreement
Between the
Governor's Office of Homeland Security and Emergency Preparedness
And
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program ("HMGP"). CFDA 97.039.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq.
31 U.S.C § 1352
44 CFR 13, 14 and 206
2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
OMB Circular A-102 (Standard Form 424B)
OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.
La. R.S. 33:4773(D)
Louisiana Uniform Construction Code, La. R.S. 40:1721-39
Louisiana Public Bid Law, La. R.S. 38:2211 et seq.
Louisiana Procurement Code, La. R.S. 39:1551 et seq.
Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement

3.2 In order to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project, the Grantor has provided funds to Sub-Recipient through Recipient's Hazard Mitigation Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (HMGP #4277-0020, FEMA-4277-DR-LA, Project #20)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 CFR 200.

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work

4.2 Pursuant to Hazard Mitigation Grant Program Project #4277-0020, FEMA-4277-DR-LA, Project #20, the Sub-Recipient shall perform the following tasks within the approved timeframes:

4.2.1 Implement the Engineer's Canal Pump Station Capacity Increase Drainage Project

5.0 Summary of Budget

5.1 Costs per task:

5.1.1 For tasks 4.2.1 the total cost is: \$ 997,414.00

5.1.2 Total Cost \$ 997,414.00

5.3 Funding Sources

5.3.1 Federal share (54%) \$ 538,486.00

5.3.2 Non-Federal share (46%) \$ 458,928.00

6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

Sean Wyatt
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

Honorable Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, Louisiana 70057

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: _____
James B. Waskom
Director
GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY PREPAREDNESS

DATE: _____

BY: _____
Honorable Larry Cochran
Parish President
St. Charles Parish

DATE: _____



St. Charles Parish

St. Charles Parish
Courthouse
15045 Highway 18
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Hahnville, LA 70057
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www.stcharlesparish-la.gov

Legislation Details

File #: 2016-0157 **Version:** 6 **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: 12/10/2018 **In control:** Parish Council

On agenda: 12/10/2018 **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: [2016-0157 Postponed Indefinitely Prop. Reso.](#)

Date	Ver.	Action By	Action	Result
12/10/2018	6	Council Member(s)	Introduced	
11/5/2018	5	Parish Council		
11/5/2018	5	Parish Council		
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.	

2016-0157

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

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.

WHEREAS, the St. Charles Parish Home Rule Charter has been in place for more than thirty-six years; and,

WHEREAS, it is in the best interest of the citizens of St. Charles Parish to periodically undertake a complete review of the Home Rule Charter to identify any potential amendments to the Home Rule Charter which may be warranted and worthy of presenting to the citizens of the Parish for their consideration and approval thereof; and,

WHEREAS, amendments to the Home Rule Charter require a vote of the people of the Parish; and,

WHEREAS, next year's fall election will be a major election ends up bringing out the largest numbers of voters to vote; and,

WHEREAS, presenting proposed Home Rule Charter amendments to the voters are best done when a large voter turnout is expected; and,

WHEREAS, sufficient time is needed prior to the fall election for the committee to be formed and to present suggested Home Rule Charter amendments to the Council for it to consider them for placement on the ballot.

NOW, THEREFORE BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby authorize and approve the creation of a Home Rule Charter Review Committee, (herein referred to as "the Committee") that is to be composed of non-elected citizens of St. Charles Parish consisting of nine (9) members that are to be confirmed by the St. Charles Parish Council with each Councilmember nominating one (1) individual to be considered for appointment to the Committee by the Council and each Councilmember At Large nominating one (1) individual to be considered for appointment to the Committee by the Council as an alternate member to fill vacancies on the Committee should vacancies arise.

BE IT FURTHER RESOLVED, that any vacancy in the membership of the Committee shall be filled within five (5) days and that the first vacancy shall be filled by the automatic appointment of the alternate member nominated by the Division A At Large Councilmember and a second vacancy shall be filled by the automatic appointment of the alternate member nominated by the Division B At Large Councilmember.

BE IT FURTHER RESOLVED, that no elected official shall serve as a member of the Committee, nor shall any employee of an appointing authority or any person who has had a contractual relationship with any appointing authority during the year immediately preceding creation of the Committee serve as a member of the Committee.

BE IT FURTHER RESOLVED, that the recommended charter amendments shall be approved by a majority vote of the membership of the Committee.

BE IT FURTHER RESOLVED, that the Committee shall conduct a minimum of three (3) public meetings in the Council Chambers which are to be open to the public and open for public comment and input.

BE IT FURTHER RESOLVED, that the Committee shall report to the St. Charles Parish Council with recommendations of proposed amendments to the Home Rule Charter on or before a date to be determined by the Council and provided to the Committee.

BE IT FURTHER RESOLVED, that the Committee shall elect a chairman from among its membership by majority vote of its total membership.

BE IT FURTHER RESOLVED, that unless a quorum is present, the Committee shall not take any binding or final action on any item. A quorum shall be defined as a majority of the total membership of the Committee. The approval of a majority of the total membership shall be required for the Committee to take official action on any matter.

BE IT FURTHER RESOLVED, that the Committee shall conduct its business pursuant to Robert's Rules of Order and may adopt such other procedural rules as it deems necessary.

BE IT FURTHER RESOLVED, that any proposed charter amendment recommendations shall be presented to the Council for the Council to review and to determine which, if any, shall be placed on the ballot for consideration by the voters.

BE IT FURTHER RESOLVED, that any proposed amendments shall be listed separately on the ballot and shall require a majority of the votes cast for approval for each of the charter amendments.

The foregoing proposed resolution was postponed indefinitely on November 5, 2018, by the following vote:

YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER,
 FISHER-PERRIER

NAYS: HOGAN

ABSENT: WOODRUFF

2016-0157 Postponed CHARTER COMMISSION (09-23-18) (L_11-5-18)



St. Charles Parish

St. Charles Parish
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15045 Highway 18
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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
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/5/2018	1	Parish Council		



St. Charles Parish

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Legislation Details

File #: 2018-0320 **Version:** 2 **Name:** Confirm Nomination - Presiding Officer for 2019; Chairman, St. Charles Parish Council

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

File created: 11/26/2018 **In control:** Parish Council

On agenda: 11/26/2018 **Final action:**

Enactment date: **Yes**

Title: Confirm Nomination - Presiding Officer for 2019; Chairman, St. Charles Parish Council

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		



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Legislation Details

File #: 2018-0321 **Version:** 2 **Name:** Confirm Nomination - Presiding Officer for 2019; Vice-Chairman, St. Charles Parish Council

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

File created: 11/26/2018 **In control:** Parish Council

On agenda: 11/26/2018 **Final action:**

Enactment date: **Yes**

Title: Confirm Nomination - Presiding Officer for 2019; Vice-Chairman, St. Charles Parish Council

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		
11/26/2018	1	Parish Council		