



# St. Charles Parish

## Meeting Minutes

### Parish Council

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

### Final

**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**

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Monday, November 5, 2018

6:00 PM

Council Chambers, Courthouse

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### ATTENDANCE

**Present** 8 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier  
**Absent** 1 - William Woodruff

### Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Planning & Zoning Director Michael Albert, Community Services Director Joan Tonglet Diaz, Justin Robert, Public Information Office

### CALL TO ORDER

### PRAYER / PLEDGE

Reverend Isiah Franklin, Jr.  
Philadelphia Baptist Church, Hahnville

### APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of October 1, 2018 and the regular meeting of October 15, 2018. The motion carried by the following vote:

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

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

**1     2018-0296**

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

**Sponsors:** Mr. Wilson

**Read**

**2     2018-0297**

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

**Sponsors:** Ms. Benedetto

**Read**

**3     2018-0298**

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

**Sponsors:** Ms. Bellock

**Read**

**4     2018-0299**

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

**Sponsors:** Mr. Gibbs

**Read**

**5     2018-0300**

Proclamation: "Norco Christmas Parade Day"

**Sponsors:** Ms. Fletcher

**Read**

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

**2018-0307**

South Louisiana Port Commission

Mr. Paul Aucoin, Executive Director

**Reported**

2018-0308

## Hospital Service District

Mr. Terrell Neal, Chief Operating and Nursing Officer

**Reported**2018-0309

## Lafourche Basin Levee District Commissioner Eric Matherne - Upper Barataria Risk Reduction Update

Mr. Eric Matherne, Commissioner, introduced the St. Charles Parish District Members of the Lafourche Basin Levee District that were present: Mr. Kevin Hebert, Mr. Russell Loupe, Mr. Marlin Rogers, and Mr. Mark Robert, Lead Engineer for the Upper Barataria Reduction Project.

Councilman Hogan spoke on the matter.

Mr. Matherne spoke on the matter.

Chairman Gibbs spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

**Reported**

**IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, NOVEMBER 26, 2018, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2018-0295

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

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

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

2018-0301

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

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

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

2018-0254

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

**Sponsors:** Mr. Cochran

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

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

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

2018-0311

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

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

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

2018-0312

An ordinance to provide for the installation of an **“ALL-WAY STOP”** sign on Turner Lane at its intersection with Boutte Estates Drive in Boutte.

**Sponsors:** Mr. Wilson

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

2018-0313

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for space to house, maintain, and operate the parish Veterans' Service Office located in the St. Charles Parish Courthouse, 15045 River Road, Hahnville.

**Sponsors:** Mr. Cochran

**Publish/Scheduled for Public Hearing to the Parish Council on November 26, 2018**

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

**6    2018-0292**

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

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

Reported:

Public Works Department Recommended: Approval  
Senior Projects Manager Sam Scholle spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

Chairman Gibbs stated for the record later in the meeting that Councilwoman Bellock voted Yea to approve File No. 2018-0292; her vote did not record.

### **VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Enactment No: 18-11-1

**13** 2018-0293

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

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

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Bellock, to accept the revised version of the Temporary Construction Servitude. The motion carried by the following vote:**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

**Amended**

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

\_\_\_\_\_

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Enactment No: 18-11-2

Chairman Gibbs stated that on File No. 2018-0292 Councilwoman Bellock either did not vote or her vote did not record and asked Councilwoman Bellock if she wanted to reconsider her vote.

Councilwoman Bellock stated that she wanted to reconsider the vote and her vote is Yea. Chairman Gibbs stated to recast the vote for File No. 2018-0292; a motion was not made to reconsider the vote.

Chairman Gibbs stated for the record that Councilwoman Bellock voted Yea to approve File No. 2018-0292; her vote did not record.

## **23    2018-0294**

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

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

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

Council Discussion

Public Works/Wastewater Director Clayton Faucheux spoke on the matter.

### **VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Enactment No: 18-11-3

## **2018-0307**

South Louisiana Port Commission

**A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, to deviate from the regular order of the agenda to revisit File No. 2018-0307. The motion carried by the following vote:**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Public comment not opened on the deviation to revisit File No. 2018-0307

**Deviated**

Mr. Paul Aucoin, Executive Director mentioned two items he failed to mention earlier during his report; he gave accolades to Economic Development & Tourism Director Corey Fauchaux and reported on the Rail Car Storage project in St. Charles Parish that the Port Authority is involved with.

Councilwoman Fisher-Perrier spoke on the matter.

Mr. Aucoin spoke on the matter.

Councilman Wilson spoke on the matter.

**Reported**

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, to return to the regular order of the agenda. The motion carried by the following vote:**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

**Returned**

## RESOLUTIONS

### 31 2018-0303

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

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

Reported:

Community Services Department Recommended: Approval

Public comment opened; no public comment

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Enactment No: 6379



**32**    2018-0290

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

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

Reported:

P & Z Department Recommended: Approval w/Stipulation    Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.

Planning Commission Recommended: Approval w/Stipulation    Approval with waiver from required 60 ft. width and 6,000 sq. ft. area.

Public comment opened

Ms. Lisa Fontenot, Ama

Council Discussion

Councilwoman Benedetto explained her reason for abstaining.

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Abstain:** 1 - Benedetto

**Absent:** 1 - Woodruff

Enactment No: 6380

**33**    2018-0302

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

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

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Public comment opened

Mr. Terry Bourgeois, Luling

Council Discussion

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

Enactment No: 6381

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

Public comment was not opened.

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Clulee, to Postpone Indefinitely File No. 2016-0157. The motion carried by the following vote:**

**Yea:** 7 - Benedetto, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 1 - Hogan

**Absent:** 1 - Woodruff

**Postponed Indefinitely**

## APPOINTMENTS

2018-0304

Council Ex-Officio Appointment to the Housing Authority.

**Vacancy Announced**

## SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2018-0305

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

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

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to go into Executive Session. The motion carried by the following vote:**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Absent:** 1 - Woodruff

*Councilwoman Fisher-Perrier departed the meeting.*

2018-0305

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

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

Chairman Gibbs announced that all Councilmembers and Legal Services Director Robert Raymond will be in Executive Session.

**Heard in Executive Session**

Chairman Gibbs explained that Executive Session was regarding File No. 2018-0305 Lafourche Basin Levee District vs Ridgeland-West Bank Hurricane Protection Levee.

**A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to return to the regular order of the agenda. The motion carried by the following vote:**

**Yea:** 7 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock and Fletcher

**Nay:** 0

**Absent:** 2 - Woodruff and Fisher-Perrier

**Returned**

2018-0306

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

**Review**

**ADJOURNMENT**

**A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to adjourn the meeting at approximately 7:38 pm. The motion carried by the following vote:**

**Yea:** 7 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock and Fletcher

**Nay:** 0

**Absent:** 2 - Woodruff and Fisher-Perrier

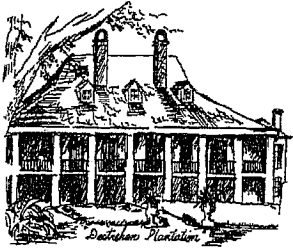
**I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.**

  
**Michelle Impastato**  
**Council Secretary**

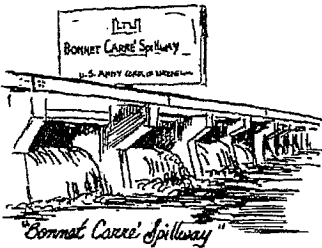
# The Parish of St. Charles

November 5, 2018

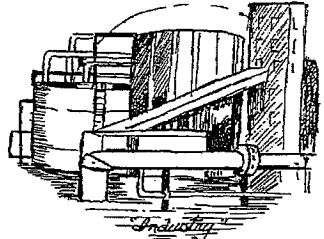
## IN RECOGNITION



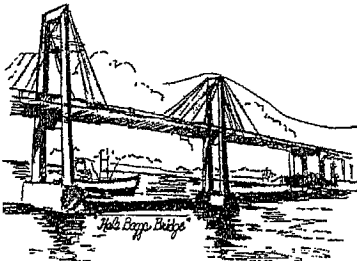
WHEREAS, Mallory Lea Dardar is a resident of Lafourche Parish residing in Thibodaux, Louisiana. She is the daughter of Tommy and Juli Dardar; and,



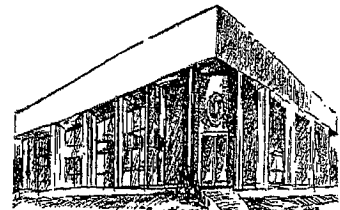
WHEREAS, on September 23, 2018, Mallory was crowned the 12<sup>th</sup> Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose. She also received the Photogenic and Sweetness Awards; and,



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





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

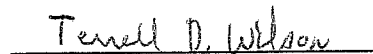


## MALLORY LEA DARDAR FESTIVAL OF CHARITIES MISS QUEEN XII


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


  
LARRY COCHRAN  
PARISH PRESIDENT

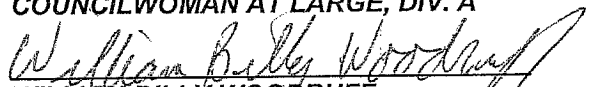
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

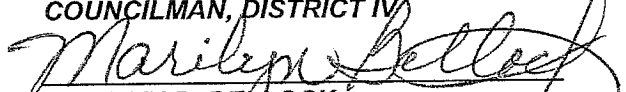
  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

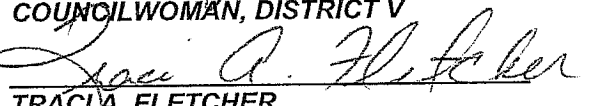
  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II


  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

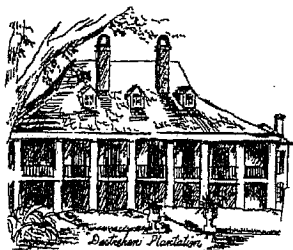
  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI,

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

# The Parish of St. Charles

November 5, 2018

## IN RECOGNITION

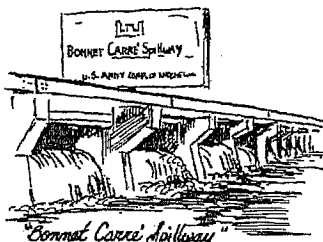


"Dutch Colonial House"



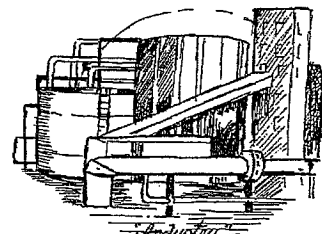
"Hunting and Fishing"

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



"Bonnet Carre Spillway"

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

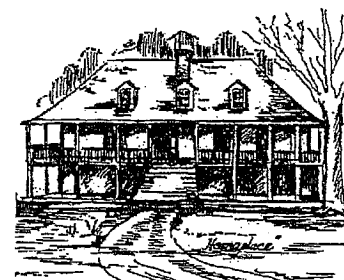


"Industry"

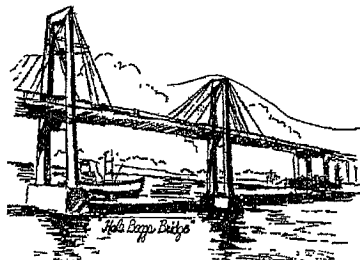


"The Little Red Church"

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

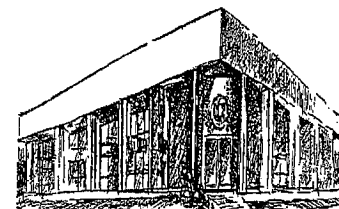


"Education"



"The Big Bridge"

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



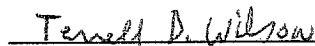
"Commerce"

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

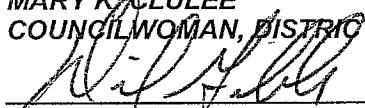
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LARRY COCHRAN  
PARISH PRESIDENT

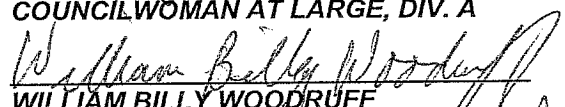
  
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COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

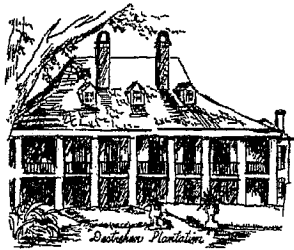
  
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COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

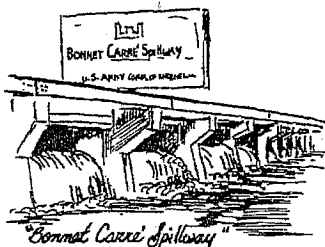
# The Parish of St. Charles

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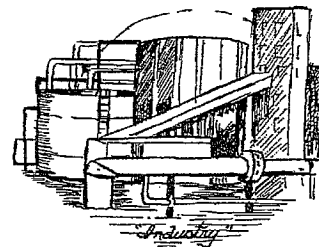
## IN RECOGNITION



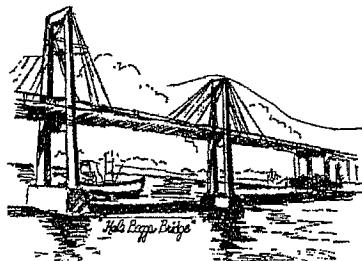
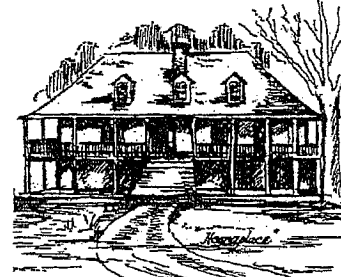
**WHEREAS, Emma Lee Loper** is a resident of St. Charles Parish, residing in St. Rose, Louisiana with her parents Bryian and Betsy Loper, her two sisters, Kaylee and Carlie, and her brother Caden; and,



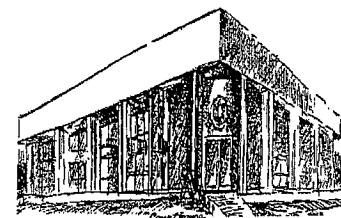
**WHEREAS, on September 23, 2018, Emma** was crowned the 12<sup>th</sup> Junior Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose; and,



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




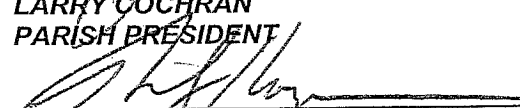
**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby offer this tribute and recognition to




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


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

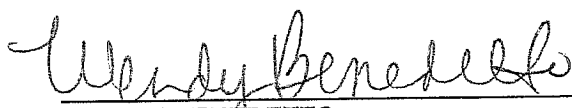
  
LARRY COCHRAN  
PARISH PRESIDENT

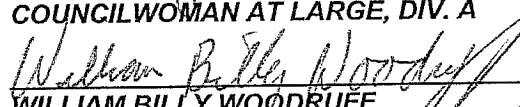
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

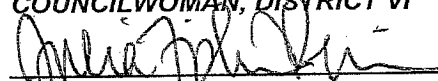
  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

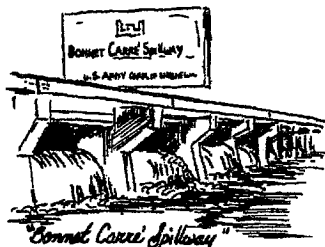
# The Parish of St. Charles

November 5, 2018

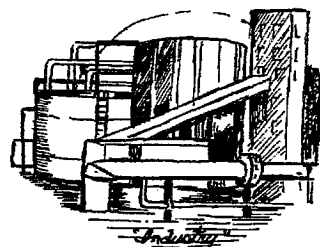
## IN RECOGNITION



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



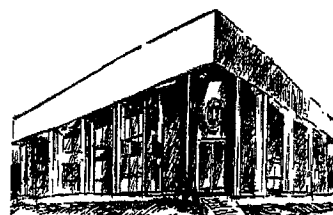
**WHEREAS**, on September 23, 2018, Lecy was crowned the Festival of Charities Butterfly Queen Ambassador at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose, Louisiana; and,



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



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



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

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

LARRY COCHRAN  
PARISH PRESIDENT

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

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

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COUNCILWOMAN, DISTRICT II

DICK GIBBS  
COUNCILMAN, DISTRICT III

WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



PROCLAMATION

WHEREAS, the Community of Norco is rich in history and tradition and the Norco Christmas Parade, an annual holiday event, is part of this tradition; and,  
WHEREAS, on Sunday, December 2, 2018, at 2:00 p.m., the Norco Civic Association will parade with this year’s theme being “**Santa Celebrates Our Local Sports!**”, and,  
WHEREAS, this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,  
WHEREAS, residents of the entire parish are invited to come to Norco and join in the festivities; and,  
WHEREAS, this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,  
WHEREAS, the residents of St. Charles Parish are truly grateful for their dedication and hard work.

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

"NORCO CHRISTMAS PARADE DAY"

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

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

Norco 2018 Christmas Parade.PCL

s/WENDY BENEDETTO  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A  
ABSENT  
WILLIAM BILLY WOODRUFF  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV  
s/MARILYN B. BELLOCK  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V  
s/TRACI A. FLETCHER  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI  
s/JULIA FISHER-PERRIER  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

2018-0292

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

ORDINANCE NO. 18-11-1

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

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

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

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

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

**WHEREAS**, Resolution No. 6313 adopted on November 13, 2017, approved the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development under the Statewide Flood Control Construction Program to provide 70% of the Construction costs up to \$5,681,380.70 in funding for said project.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

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

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

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

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

NAYS: NONE

ABSENT: WOODRUFF

And the ordinance was declared adopted this 5th day of November, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: November 6, 2018

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RET/SECRETARY: November 7, 2018

AT: 4:10 pm RECD BY: [Signature]

## SECTION 00500

### CONTRACT

This agreement entered into this 7<sup>th</sup> day of November, 20 18, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

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

#### ARTICLE 1

##### STATEMENT OF WORK

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

#### ARTICLE 2

##### ENGINEER

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

### ARTICLE 3

#### CONTRACT TIME

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

### ARTICLE 4

#### LIQUIDATED DAMAGES

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

### ARTICLE 5

#### CONTRACT PRICE

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

ARTICLE 6  
PAYMENT PROCEDURES

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

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

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

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

## ARTICLE 8

### CONTRACT DOCUMENTS

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

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

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

## ARTICLE 9

### MISCELLANEOUS

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

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

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

OWNER: Parish of St. Charles

By: 

Larry Cochran

Title: Parish President

CONTRACTOR:

By: 

Richard J. Roth

Title: President

ATTEST:

By: 

Title: Executive Assistant

ATTEST:

By: 

Amanda R. Taylor

Title: Contract Administrator

END OF SECTION



2018-0293

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

ORDINANCE NO. 18-11-2

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

**WHEREAS,** the Louisiana Department of Transportation and Development (DOTD) is designing road improvements to US 61; and,

**WHEREAS,** drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the St. Rose area; and,

**WHEREAS,** the parish is collaborating with DOTD to add the design of stormwater culverts across US 61 to improve drainage; and,

**WHEREAS,** the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S – R9E in St. Rose, which property is more particularly described in the attached "Temporary Construction Servitude" document; and,

**WHEREAS,** the drainage improvement and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$582.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from now or formerly owned by Tri-Logistics Construction L.L.C.

**SECTION II.** That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase 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, BELLOCK, FLETCHER,  
FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF

And the ordinance was declared adopted the 5th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Inostre

DLVD/PARISH PRESIDENT: November 6, 2018

APPROVED: [Signature] DISAPPROVED:                     

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 7, 2018

AT: 4:10 pm RECD BY: [Signature]

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

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

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

**TRI-LOGISTICS CONSTRUCTION CO., L.L.C. (XX-XXX\_\_\_\_\_)**, Grantor, a Limited Liability Company, whose mailing address is 10040 Jefferson Highway, River Ridge, LA 70123, appearing herein by and through **JODIE R. CANNON**, duly authorized pursuant to a Certificate of Authority by the member of said limited liability company, signed and executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. 18-11-2, adopted by St. Charles Parish Council on November 5, 2018 a copy of which is attached hereto and made a part hereof;

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

**Parcel 3-1 Temporary Construction Servitude**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

WITNESSES:

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

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

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

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

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

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

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

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: \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

**CERTIFICATE OF AUTHORITY**

**TO ACT FOR TRI-LOGISTICS CONSTRUCTION CO., L.L.C.**

**AND TO GRANT A TEMPORARY CONSTRUCTION SERVITUDE**

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

Charles R. Cannon, III, 10040 Jefferson Hwy., River Ridge, LA 70123

Jody R. Cannon, 8120 Harris Ave., Harahan, LA 70123

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

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

**Parcel 3-1 Temporary Construction Servitude**

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

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



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

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

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

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

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

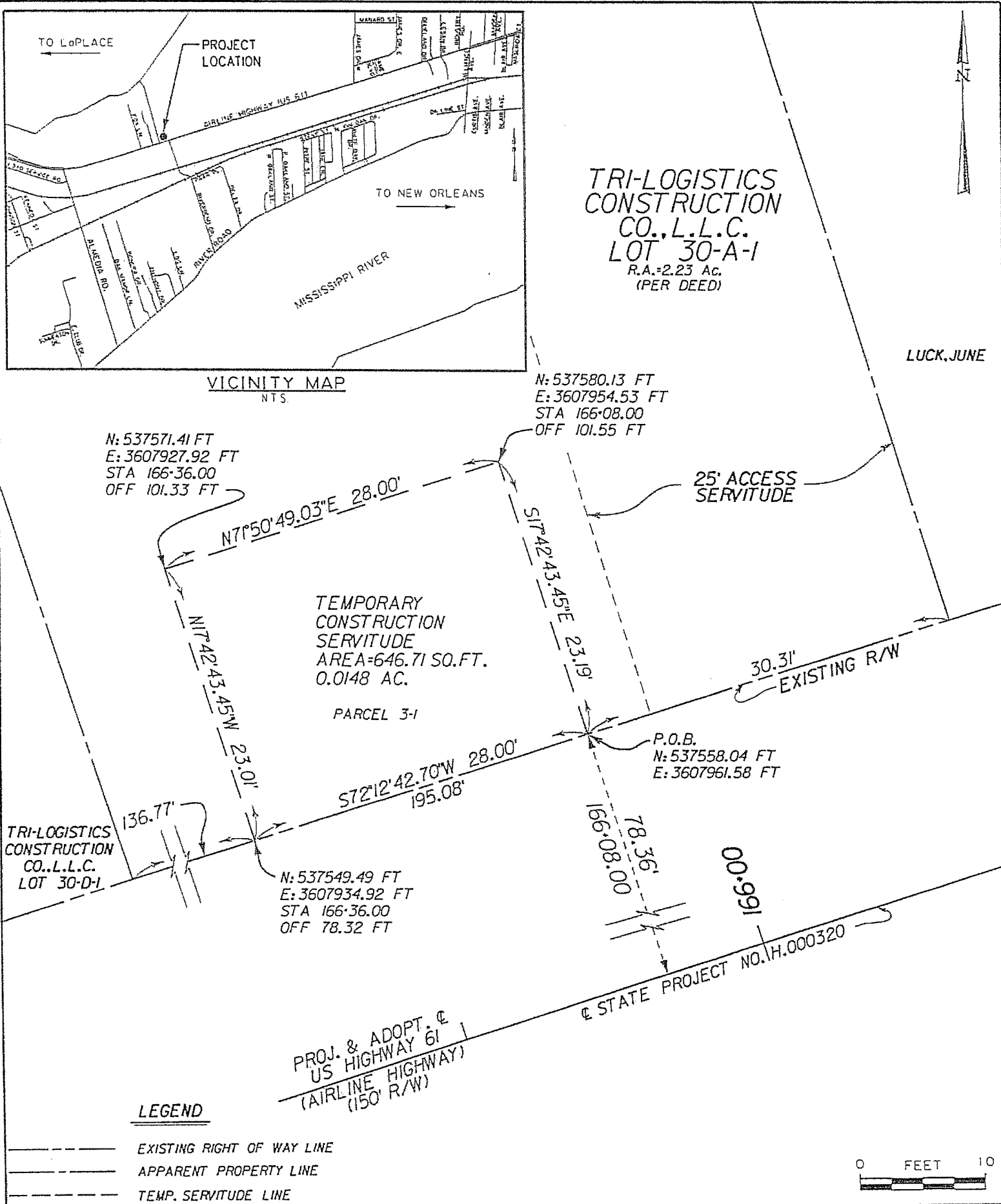
**TRI-LOGISTICS CONSTRUCTION CO., L.L.C.**

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By: Charles R. Cannon, III  
Its: Member

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By: Jody R. Cannon  
Its: Member



NOTES:

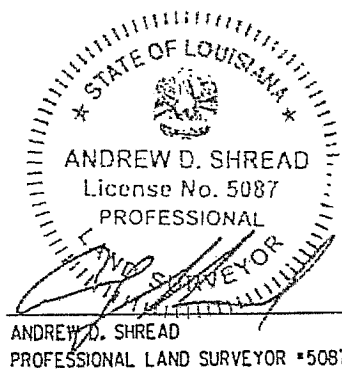
- 1 REFERENCE MAP ENTITLED, "RESUBDIVISION OF A PORTION OF LOT 30-A, A PORTION OF LOT 31, AND REVOCATION OF A PORTION OF A 16 1/2 ROADWAY & 8 1/2 DITCH INTO LOTS 31-A, 31-B, 30-A-1 ALMEDIA PLANTATION SECTION 40 T12S-R9E ST CHARLES PARISH, LOUISIANA. DATED MAY 3RD, 1998, RECORDED IN ENTRY NO. 221380,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

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

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

22

I, HEREBY, CERTIFY THAT THIS PLAT 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.



2018-0294

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

ORDINANCE NO. 18-11-3

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

WHEREAS, the Parish performs maintenance and capital improvement projects that require the expertise of an environmental services company; and,

WHEREAS, the Parish requires environmental services to maintain compliance with laws and regulations under the jurisdiction of the U.S. Army Corps of Engineers, Department of Natural Resources, Department of Environmental Quality and others; and,

WHEREAS, the required environmental services include work such as, but not limited to, wetlands and environmental permitting, Threatened and Endangered Species surveys and agency consultation, eagle and migratory bird surveys and mitigation, wetlands restoration, mitigation bank development and management, Phase I Environmental Site Assessments and coastal use permitting; and,

WHEREAS, the Parish desires to enter into a professional services contract with ELOS Environmental, LLC to perform these environmental services on an as-needed basis for a total cost not-to-exceed \$75,000.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Contract between ELOS Environmental, LLC and St. Charles Parish for environmental services as required on an as-needed basis is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Professional Services Contract on behalf of St. Charles Parish.

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

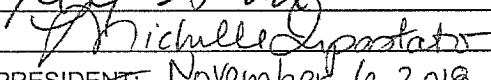
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK,  
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF


And the ordinance was declared adopted this 5th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: November 6, 2018

APPROVED:  DISAPPROVED:                     

PARISH PRESIDENT: 

RETD/SECRETARY: November 7, 2018

AT: 4:10 pm RECD BY: 

## CONTRACT FOR ENVIRONMENTAL SERVICES

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and ELOS Environmental, LLC a corporation acting herein by and through its Contracting Officer, hereinafter called Consultant. Whereas the Owner desires to employ a professional consulting firm to perform environmental services on an as-needed basis as described in Ordinance No. 18-11-3, which is attached hereto and made a part hereof.

### 1.0 GENERAL

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

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

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

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

### 3.0 SERVICES OF THE OWNER

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

### 4.0 COMPENSATION

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

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

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

4.3.2 Timesheets for all hours invoiced.

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

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

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL SERVICES

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

Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

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

5.2 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

## 6.0 OWNERSHIP OF DOCUMENTS

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

6.2 Consultant may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## 7.0 TERMINATION.

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

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

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

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

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

**8.0 COMPLIANCE WITH LAWS AND ORDINANCE.**

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

**9.0 SUCCESSORS AND ASSIGNS**

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

**10.0 INSURANCE**

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

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

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

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

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

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

**11.0 GENERAL**

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

**11.2** While in the performance of services or carrying out other obligations under this Agreement, the Consultant shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Consultant arising from the performance of their services under this Agreement. The Consultant shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

**11.3** The Consultant warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

- 11.4 This Agreement being for the personal services of the Consultant shall not be assigned or subcontracted in whole or in part by the Consultant as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
- 11.8 The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### 12.0 ACCESS TO SITE

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

#### 13.0 WARRANTY

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

#### 14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Larry Cochran  
Parish President

WITNESSES:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**

**TASK ORDER**

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

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

**TASK ORDER DESCRIPTION**

**SCOPE OF SERVICES**

**COMPENSATION**

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

**ELOS ENVIRONMENTAL, LLC**

**ST CHARLES PARISH**

\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



October 25, 2018

**Standard Rate Sheet**

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

2018-0303

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF COMMUNITY SERVICES)

RESOLUTION NO. 6379

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

WHEREAS, the Department of Community Services avails itself of every opportunity to provide for the needs of Parish citizens; and,

WHEREAS, the Louisiana Housing Corporation (LHC), encourages local government participation in its ongoing activities through the Low Income Home Energy Assistance Program (LIHEAP); and,

WHEREAS, the Low Income Home Energy Assistance Program (LIHEAP) is an ongoing grant with the Louisiana Housing Corporation (LHC); and,

WHEREAS, local residents will benefit by having assistance available to help with their home energy costs.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

BE IT FURTHER RESOLVED that the parish president or his designee is authorized to sign any and all documents relative to the annual agreements or amendments allowing for the continuous renewal and draw down of annual allocations of the Low Income Home Energy Assistance Program (LIHEAP) from the Louisiana Housing Corporation (LHC) for all subsequent program years.

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

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

NAYS: NONE

ABSENT: WOODRUFF

And the resolution was declared adopted this 5th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: November 6, 2018

APPROVED:  DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: November 7, 2018

AT: 4:10 pm RECD BY: 

2018-0290

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

RESOLUTION NO. 6380

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

**WHEREAS**, the property owners request a resubdivision to create Lots D-1A and D-2A with metes and bounds that correspond to the legal description in the titles of each property; and,

**WHEREAS**, Lot D-2A does not meet the required 60-foot width or 6,000 square foot area for the R-1A zoning district; and,

**WHEREAS**, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the required area and width; and,

**WHEREAS**, the Planning and Zoning Commission, at their August 2, 2018, meeting recommended approval of the resubdivision with said waiver.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, hereby provides this supporting authorization to endorse the resubdivision of Lots D-1 and D-2, being a portion of a larger tract of land designated as Lot No. 3 into Lots D-1A and D-2A with waivers from the minimum 6,000 square foot area to 4,100 square feet and from the required 60-foot width to 50-feet for Lot D-2A as shown on a plat by Louis J. Gassen Jr., PLS dated July 27, 2018 and requested by Joshua Veillon, Lisa Fontenot & Sandra Robert, et als, and.

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

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

NAYS: NONE

ABSENT: WOODRUFF

ABSTAIN: BENEDETTO

And the resolution was declared adopted this 5th day of Novmeber, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

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

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: 4:10pm RECD BY: \_\_\_\_\_

2018-0302

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

RESOLUTION NO. 6381

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

WHEREAS, the property owners request a resubdivision to create Lots 19A, 20A, 21A, 23A, and 24A; and,

WHEREAS, Lot 20A does not meet the required 60-foot width for the R-1A zoning district; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the required width; and,

WHEREAS, the Planning and Zoning Commission, at their October 11, 2018 meeting recommended approval of the resubdivision with said waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse the resubdivision of Lots 19, 20, 21, 22, 23, and 24, Square 104, Ellington Plantation Subdivision into Lots 19A, 20A, 21A, 23A, and 24A with waivers from the required 60-foot width to 50-feet for Lot 20A as shown on a plat by Louis J. Gassen Jr., PLS dated August 8, 2018 and requested by Bourgeois Family Trust and AAA Family Trust.

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

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

NAYS: NONE

ABSENT: WOODRUFF

And the resolution was declared adopted this 5th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: November 6, 2018

APPROVED:  DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: 

RETD/SECRETARY: 

AT: 4:10pm RECD BY: 