

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

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*

Monday, November 26, 2018

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

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

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, Grants Officer Carla Chiasson, R.S.V.P. Director Michelle Higgins, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Charles Johnson
Mt. Zion Baptist Church, Boutte

APPROVAL OF MINUTES

A motion was made by Councilmember Bellock, seconded by Councilmember Fisher-Perrier, to approve the minutes from the special meeting of October 23, 2018, the special meeting of October 25, 2018, and the special meeting of October 30, 2018. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

Councilwoman Benedetto arrived in the meeting.

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2018-0315

Proclamation: Toy and Gift Fund Week

Sponsors: Mr. Cochran

Read

2 2018-0317

Proclamation: "Sunday Tea with Santa Day"

Sponsors: Ms. Benedetto and Mr. Gibbs

Read

3 2018-0316

Proclamation: Christmas Celebration

Sponsors: Ms. Clulee

Read

4 2018-0326

A resolution providing for canvassing the returns and declaring the result of the special election held in the Parish of St. Charles, State of Louisiana, on Tuesday, November 6, 2018, to authorize the levy of special taxes (Road, Health Unit, Programs for the Elderly, and Fire Protection) therein.

Sponsors: Mr. Cochran and Bond Counsel

Reported:

Parish President Recommended: Approval

Finance Director Grant Dussom spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6382

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)2018-0285

Executive Director Buddy Boe, River Parishes Tourist Commission - Update

Sponsors: Ms. Fisher-Perrier

Councilman Woodruff spoke on the matter.

Mr. Boe spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

Councilwoman Clulee spoke on the matter.

Parish President Larry Cochran spoke on the matter.

Reported

2018-0318

Communications District (911)

Retired Major Sam Zinna, President

Councilwoman Clulee spoke on the matter.

Major Zinna spoke on the matter.

Parish President Larry Cochran spoke on the matter.

Councilman Wilson spoke on the matter.

Reported

2018-0029

Housing Authority

Ms. Leatrice Hollis, Executive Director

Reported

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to extend Ms. Hollis' time. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Councilman Wilson spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

Ms. Hollis spoke on the matter.

Councilwoman Bellock 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, DECEMBER 10, 2018, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

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

Publish/Scheduled for Public Hearing to the Parish Council on December 10, 2018

PLANNING AND ZONING PETITIONS2018-0310

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

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Denial

Speakers:

Ms. Anne Hafkesbring, St. Rose

A motion was made by Councilmember Hogan, seconded by Councilmember Clulee, to extend Ms. Hafkesbring's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

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

A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to extend Mr. Nelson's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Speakers:

Mr. Glen Nelson, Sr., St. Rose

Mr. Steven Hafkesbring, St. Rose

A motion was made by Councilmember Benedetto, seconded by Councilmember Bellock, to extend Mr. Hafkesbring's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Public Hearing Requirements Satisfied

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.

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Benedetto, to Table File No. 2018-0310. The motion carried by the following vote:

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

Nay: 1 - Fletcher

Tabled.

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

12 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

Reported:

General Government Buildings Recommended: Approval

At the request of Parish President Larry Cochran, Mr. John Campo, Campo Designs Architects, spoke on the matter.

Speakers:

Mr. Michael Albert, Planning & Zoning Director

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 18-11-4

30 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

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 18-11-5

39 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

Reported:

Parish President Recommended: Approval
Legal Services Director Robert Raymond spoke on the matter.

Speakers:

Ms. Taryn Rodgers, Community Relations Specialist, Valero St. Charles

Public Hearing Requirements Satisfied

Council Discussion

Ms. Rodgers spoke on the matter.

Parish President Larry Cochran spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 18-11-6

43 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

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Parish President Larry Cochran spoke on the matter.

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 18-11-7

57 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

Reported:

Councilman Wilson Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 18-11-8

58 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

Reported:

Parish President Recommended: Approval

Chief Administrative Officer Billy Raymond spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Raymond spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 18-11-9

RESOLUTIONS

65 2018-0314

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 180, South Lakewood Subdivision, municipal address 221 Lake Catherine Drive, Luling as requested by Billy R. White, III.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Public comment opened; no public comment

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6383

66 2018-0324

A resolution certifying that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Ellington Pump Station, State Project No. H.013148.

Sponsors: Mr. Cochran and Grants Office

Reported:

Grants Office Recommended: Approval

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6384

67 2018-0325

A resolution supporting the application for funding of the Bonnet Carré Spillway Water Main Replacement project in Montz through the Louisiana Office of Community Development's FY 2018-2019 Community Water Enrichment Fund.

Sponsors: Mr. Cochran and Grants Office

Reported:

Grants Office Recommended: Approval

Public comment opened; no public comment

Council Discussion

Grants Officer Carla Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6385

68 2018-0319

A resolution requesting that the Parish President, through the Department of Public Works, take the steps needed to assure that the homeowner re-establishes flow through the two (2) adjacent 5' drainage servitudes as requested per Work Order PW #8091, and that the Parish itself re-establishes the swale should the homeowner refuse to do so.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened

Mr. Byron Hebert, Bayou Gauche

Mr. Jan Comardelle, Bayou Gauche

Ms. Celestial "Lynn" Hebert, Bayou Gauche

Mr. Jan Comardelle approached the podium to speak; Councilman Hogan called Point of Order stating Mr. Comardelle had already spoken.

Mr. Henry Babin, Bayou Gauche

Council Discussion

Mr. Comardelle spoke on the matter.

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

Legal Services Director Robert Raymond spoke on the matter.

Ms. Hebert spoke on the matter.

Mr. Hebert spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed

APPOINTMENTS2018-0304

Council Ex-Officio Appointment to the Housing Authority.

Nominee:

Councilwoman Clulee nominated Councilwoman Marilyn B. Bellock

Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Fisher-Perrier, to Close Nomination(s) for File No. 2018-0304. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL2018-0306

Adopt 2019 Parish Council Meeting Schedule

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Adopt the 2019 Parish Council Meeting Schedule. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Adopted

2018-0320

Accept Nominations - Presiding Officer for 2019; Chairman, St. Charles Parish Council [Confirm December 10, 2018]

Nominee:

Councilwoman Clulee nominated Councilwoman Julia Fisher-Perrier

Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2018-0320. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Nomination(s) Closed2018-0321

Accept Nominations - Presiding Officer for 2019; Vice-Chairman, St. Charles Parish Council [Confirm December 10, 2018]

Nominees:

Councilwoman Fisher-Perrier nominated Councilwoman Wendy Benedetto
Councilman Hogan nominated Councilwoman Marilyn B. Bellock

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Woodruff, to Close Nomination(s) for File No. 2018-0321. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

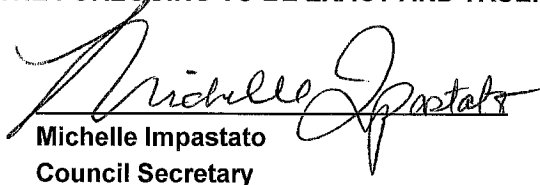
Nomination(s) Closed**ADJOURNMENT**

A motion was made by Councilmember Fletcher, seconded by Councilmember Woodruff, to adjourn the meeting at approximately 9:14 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, many individuals in the community would like to share their material and monetary blessings with other individuals; and,

WHEREAS, through the years many individuals, organizations and agencies have assisted families in St. Charles Parish by means of a Toy and Gift Fund; and,

WHEREAS, the St. Charles Parish Council and the Parish President recognize this fund as a very worthwhile community service.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF DECEMBER 3-8, 2018, AS

TOY AND GIFT FUND WEEK IN ST. CHARLES PARISH

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

s/WENDY BENEDETTO

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

s/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

PROCLAMATION

WHEREAS, Cypress Lakes Country Club and Ormond Civic Association are joining together to bring the community a Sunday Tea with Santa, on Sunday, December 9, 2018, from 11:00 A.M. to 1:00 P.M., at Cypress Lakes Country Club, 10 Villere Drive in Destrehan; and,
WHEREAS, the theme of this event is The Nutcracker. The River Region Performing Arts will be joining us and Claire from The Nutcracker will be available for a meet and greet along with a performance; and,
WHEREAS, the event also features a brunch buffet, Christmas crafts, Holiday festivities, and a visit with Santa and Mrs. Claus; and,
WHEREAS, this is a great opportunity to share in the Holiday spirit with family and friends. Call in advance to reserve your table at 985-351-6631.
NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 9, 2018, AS

"SUNDAY TEA WITH SANTA DAY"

IN ST. CHARLES PARISH.

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

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/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

PROCLAMATION

WHEREAS, we are now entering the Christmas Season - a time in which generations of Christians have celebrated the birth of Jesus Christ in the Holy City of Bethlehem; and,
WHEREAS, through this season we pride ourselves in the renewed spirit of peace, love, and hope in communities throughout the world; and,
WHEREAS, we celebrate with symbols such as the Christmas tree and honor St. Nicholas, the patron saint of children, known as Santa Claus; and,
WHEREAS, there is no better way to begin our Christmas Season than with a Christmas Tree Lighting and Community Caroling Celebration; and,
WHEREAS, the St. Charles Parish Rotary Club is planning a Christmas Tree Lighting and Christmas Caroling Celebration with a visit from Santa Claus.
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby declare Thursday, December 13, 2018, to be an evening of

CHRISTMAS CELEBRATION

in St. Charles Parish.
BE IT FURTHER RESOLVED that the public is invited to attend this Celebration of the Christmas Season on Thursday, December 13, 2018, 5:30 PM at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling.

<u>s/LARRY COCHRAN</u>	<u>s/WENDY BENEDETTO</u>
LARRY COCHRAN	WENDY BENEDETTO
PARISH PRESIDENT	COUNCILWOMAN AT LARGE, DIV. A
<u>s/PAUL J. HOGAN, PE</u>	<u>s/WILLIAM BILLY WOODRUFF</u>
PAUL J. HOGAN, PE	WILLIAM BILLY WOODRUFF
COUNCILMAN AT LARGE, DIV. B	COUNCILMAN, DISTRICT IV
<u>s/TERRELL D. WILSON</u>	<u>s/MARILYN B. BELLOCK</u>
TERRELL D. WILSON	MARILYN B. BELLOCK
COUNCILMAN, DISTRICT I	COUNCILWOMAN, DISTRICT V
<u>s/MARY K. CLULEE</u>	<u>s/TRACI A. FLETCHER</u>
MARY K. CLULEE	TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT II	COUNCILWOMAN, DISTRICT VI
<u>s/DICK GIBBS</u>	<u>s/JULIA FISHER-PERRIER</u>
DICK GIBBS	JULIA FISHER-PERRIER
COUNCILMAN, DISTRICT III	COUNCILWOMAN, DISTRICT VII

2018-0326

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(BOND COUNSEL)

RESOLUTION NO. 6382

A resolution providing for canvassing the returns and declaring the result of the special election held in the Parish of St. Charles, State of Louisiana, on Tuesday, November 6, 2018, to authorize the levy of special taxes (Road, Health Unit, Programs for the Elderly, and Fire Protection) therein.

BE IT RESOLVED by the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana, that:

SECTION 1. Canvass. This Governing Authority does now proceed in open and public session to examine the official tabulations of votes cast at the special election held in the Parish of St. Charles, State of Louisiana, on TUESDAY, NOVEMBER 6, 2018, to authorize the levy of special taxes (Road, Health Unit, Programs for the Elderly, and Fire Protection) therein, and said Governing Authority does further proceed to examine and canvass the returns and declare the result of the special election.

SECTION 2. Procès Verbal. A *Procès Verbal* of the canvass of the returns of said election shall be made and a certified copy thereof shall be forwarded to the Secretary of State, Baton Rouge, Louisiana, who shall record the same in his office; another certified copy thereof shall be forwarded to the Clerk of Court and *Ex-Officio* Recorder of Mortgages in and for the Parish of St. Charles, who shall record the same in the Mortgage Records of said Parish; and another copy thereof shall be retained in the archives of this Governing Authority.

SECTION 3. Promulgation of Election Result. The result of said election shall be promulgated by publication in the manner provided by law.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
 BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted on this, the 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 1:00 pm

RECD BY: _____

PROCÈS VERBAL AND PROCLAMATION OF THE CANVASS OF THE VOTES CAST AT THE SPECIAL ELECTION HELD IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON TUESDAY, NOVEMBER 6, 2018.

BE IT KNOWN AND REMEMBERED that on Monday, November 26, 2018, at six o'clock (6:00) p.m., at its regular meeting place, the St. Charles Parish Courthouse, Second Floor, 15045 River Road, Hahnville, Louisiana, the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), and being the authority ordering the special election held therein on Tuesday, November 6, 2018, with the following members present:

_____;

There being absent: _____;

did, in open and public session, examine the official certified tabulations of votes cast at the said election, and did examine and canvass the returns of the said election, there having been submitted at said election the following proposition, to wit:

PROPOSITION NO. 1 OF 4
(PARISH ROAD TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy and collect a special tax of five and ninety hundredths (5.90) mills on all property subject to taxation in said Parish (an estimated \$7,481,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, and maintaining public roads and bridges and acquiring the necessary equipment therefor?

PROPOSITION NO. 2 OF 4
(PARISH HEALTH UNIT TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a sixty-one hundredths (.61) mills tax on all property subject to taxation in said Parish (an estimated \$774,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, improving, maintaining, operating and supporting public health unit facilities in the Parish?

PROPOSITION NO. 3 OF 4
(PROGRAMS FOR THE ELDERLY TAX)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of eight-tenths (0.8) mills on all property subject to taxation in said Parish (an estimated \$1,014,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated?

PROPOSITION NO. 4 OF 4
(PARISH FIRE PROTECTION TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of one and fifty-eight hundredths (1.58) mills on all property subject to taxation in said Parish (an estimated \$2,004,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, improving, maintaining and/or operating fire protection facilities and equipment, including the purchase of fire trucks and other fire fighting equipment and payment of all related personnel costs, and to pay the cost of obtaining water for fire protection purposes, including hydrant rentals and service?

There was found by said count and canvass that:

(i) there was a total of **12,004** votes cast **IN FAVOR OF** Proposition No. 1 and a total of **5,742** votes cast **AGAINST** Proposition No. 1, as hereinabove set forth, and it was further found and determined that there was a majority of **6,262** votes cast **IN FAVOR OF** Proposition No. 1 as hereinabove set forth;

(ii) there was a total of **11,831** votes cast **IN FAVOR OF** Proposition No. 2 and a total of **5,876** votes cast **AGAINST** Proposition No. 2, as hereinabove set forth, and it was further found and determined that there was a majority of **5,955** votes cast **IN FAVOR OF** Proposition No. 2 as hereinabove set forth;

(iii) there was a total of **11,483** votes cast **IN FAVOR OF** Proposition No. 3 and a total of **6,287** votes cast **AGAINST** Proposition No. 3, as hereinabove set forth, and it was further found and determined that there was a majority of **5,196** votes cast **IN FAVOR OF** Proposition No. 3 as hereinabove set forth; and

(iv) there was a total of **12,270** votes cast **IN FAVOR OF** Proposition No. 4 and a total of **5,509** votes cast **AGAINST** Proposition No. 4, as hereinabove set forth, and it was further found and determined that there was a majority of **6,761** votes cast **IN FAVOR OF** Proposition No. 4 as hereinabove set forth.

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 1, Proposition No. 2, Proposition No. 3 and Proposition No. 4 as hereinabove set forth were duly **CARRIED** by a majority of the votes cast by the qualified electors voting at the said special election held in the Parish on Tuesday, November 6, 2018.

Results by precinct are available from the Secretary of this Governing Authority during regular business hours or via the Louisiana Secretary of State's website (voterportal.sos.la.gov).

Exhibit "A" attached hereto and made a part of this *Procès Verbal* is a copy of the Notice of Special Election and proof of publication thereof.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 26th day of November, 2018.

ATTEST:

/s/ Dick Gibbs
Chairman

/s/ Michelle Impastato
Secretary

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on April 9, 2018, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **TUESDAY, NOVEMBER 6, 2018**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

PROPOSITION NO. 1 OF 4 (PARISH ROAD TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy and collect a special tax of five and ninety hundredths (5.90) mills on all property subject to taxation in said Parish (an estimated \$7,481,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, and maintaining public roads and bridges and acquiring the necessary equipment therefor?

PROPOSITION NO. 2 OF 4 (PARISH HEALTH UNIT TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a sixty-one hundredths (.61) mills tax on all property subject to taxation in said Parish (an estimated \$774,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, improving, maintaining, operating and supporting public health unit facilities in the Parish?

PROPOSITION NO. 3 OF 4 (PROGRAMS FOR THE ELDERLY TAX)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of eight-tenths (0.8) mills on all property subject to taxation in said Parish (an estimated \$1,014,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated?

PROPOSITION NO. 4 OF 4
(PARISH FIRE PROTECTION TAX RENEWAL)

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of one and fifty-eight hundredths (1.58) mills on all property subject to taxation in said Parish (an estimated \$2,004,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of acquiring, constructing, improving, maintaining and/or operating fire protection facilities and equipment, including the purchase of fire trucks and other fire fighting equipment and payment of all related personnel costs, and to pay the cost of obtaining water for fire protection purposes, including hydrant rentals and service?

Said special election will be held at each and every polling place in the Parish of St. Charles, which polls will open at six o'clock (6:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit.

The polling places at the precincts in the Parish are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

Notice is further given that a portion of the monies collected from the taxes described in the Propositions shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, Second Floor, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 26, 2018, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 9th day of April, 2018.

ATTEST:

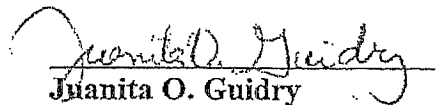
/s/ Dick Gibbs
Chairman

/s/ Valarie Berthelot
Interim Secretary

St Charles
Herald-GUIDE
St. Charles Parish's News Source for over 120 years

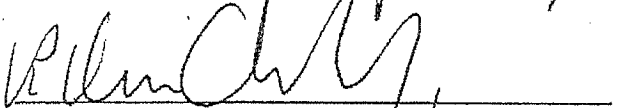
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED JUANITA O. GUIDRY WHO, BEING DULY SWORN BY ME, DID DEPOSE AND SAY: THAT SHE IS LEGAL MANAGER OF THE ST. CHARLES HERALD-GUIDE, BEING A NEWSPAPER OF GENERAL CIRCULATION IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, PUBLISHED WEEKLY IN BOUTTE, LOUISIANA.

Said notice was placed by the St. Charles Parish Council, acting as governing authority of the Parish of St. Charles, giving notice of Special Election to be held within the Parish on Tuesday, November 6, 2018 for the following propositions: Proposition No. 1 of 4 Parish Road Tax Renewal, Proposition No. 2 of 4 Parish Health Unit Tax Renewal, Proposition 3 of 4 Programs for the Elderly Tax and Proposition 4 of 4 Parish Fire Protection Tax. Notice was published in the August 23, 30 and September 6 and 13, 2018 issues and is attached.


Juanita O. Guidry

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY PUBLIC,
ST CHARLES PARISH, BOUTTE, LOUISIANA

13th DAY OF September, 2018


R. Dean Church, Jr. #20750

My commission expires at death

U.S. Hwy. 90 P.O. Box 1199, Boutte, LA

PROCLAMATION

I, the undersigned Chairman of the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), do hereby declare, proclaim and announce that Proposition No. 1, Proposition No. 2, Proposition No. 3 and Proposition No. 4 submitted at the special election held in the Parish on Tuesday, November 6, 2018, were CARRIED by a majority of the votes cast at the said special election, all as described and set out in the above *Procès Verbal*.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 26th day of November, 2018.

/s/ Dick Gibbs
Chairman

2018-0295

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 18-11-4

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.

WHEREAS, Ordinance No. 18-5-8 adopted May 21, 2018, by the St. Charles Parish Council awarded construction of the St. Charles Parish Planning & Zoning Building Project #CD 2512, to Frickey Brothers Construction in the amount of \$507,000.00, and,

WHEREAS, it is necessary to amend the original contract to reflect those items fully described in Change Order No. 1 (Final) resulting in an increase in the contract price by \$9,850.00 and an increase in the contract time by five days. Final Contract Price will be \$516,850.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the St. Charles Parish Planning & Zoning Project to increase the contract amount by \$9,850.00 and increase the contract time by five days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order 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, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 26th day of November, 2018, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]

SECRETARY: Nickelle Supantato

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: [Signature]

DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm

RECD BY: [Signature]

CHANGE ORDER

No. 1(Final)

DATE OF ISSUANCE October 15, 2018

EFFECTIVE DATE 11/28/18

OWNER: St. Charles Parish
CONTRACTOR:
Contract: Construction
Project: Addition and Renovations to the Planning & Zoning Building
OWNER's Contract No. SCP Project No. _____ Architect's Contract No. CD 2512
Architect: Campo Designs – Architects

You are directed to make the following changes in the Contract Documents:
Description: See attached example on how to fill in this information

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

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

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

- 1. Add Work Items
 - a. LED lighting apparently susceptible to minor power surges. Surge protector on lighting circuit only.
 - b. Due to the closeness of the existing bldg. to the property line, P & Z wanted new AC units to relocate to the front.
 - c. The new rear porch has three different finishes including terrazzo which can be very slippery when wet.
 - d. Govt. Bldgs. wanted easier access to the attic area for AC maintenance.
 - e. During demolition of gutters, rot was discovered and metal requested to cover all fascia surfaces.
- 2. Add Time Items
 - a. Tropical Storm Gordon affected progress (Sept3, 4th) requiring high wind prep.
 - b. Owner requested to relocate the new AC units to the front through schedule off 3 days.

Attachments: Change Directives 1 thru 6

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

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

RECOMMENDED: By: [Signature], AIA
ARCHITECT (Authorized Signature)

APPROVED: By: [Signature]
OWNER (Authorized Signature)

ACCEPTED: By: [Signature]
CONTRACTOR (Authorized Signature)

Date: OCT 15, 2018

Date: 11/28/18

Date: 10-15-18

Construction Change Directive

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

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

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

PROPOSED ADJUSTMENTS

1.

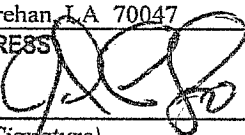
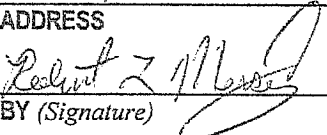
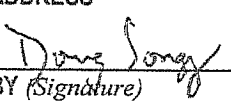
The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
☒ • Lump Sum increase of \$1,178.00
☐ • Unit Price of \$ per
☐ • As provided in Section 7.3.3 of AIA Document A201-2007
☐ • As follows:

2.

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

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

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

Campo Designs - Architects ARCHITECT <i>(Firm name)</i> 105 Ducayet Drive Destrehan, LA 70047 ADDRESS	St. Charles Parish OWNER <i>(Firm name)</i> P. O. Box 302 Hahnville, LA 70057 ADDRESS	Frickey Brothers Construction, Inc. CONTRACTOR <i>(Firm name)</i> 101 Louisiana Street Paradis, LA 70080 ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
John E Campo <i>(Typed name)</i>	Bob Masserly <i>(Typed name)</i>	Doug Songy <i>(Typed name)</i>
7/17/18 DATE	7-17-2018 DATE	 DATE



Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
6/25/2018	4443

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

Construction Change Directive

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

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

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

PROPOSED ADJUSTMENTS

1.

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

☒ • Lump Sum increase of \$3,091.00

☐ • Unit Price of \$ per

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

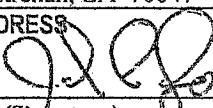
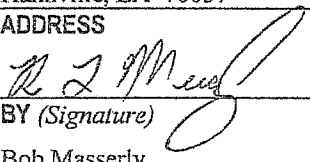
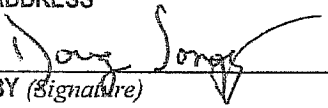
☐ • As follows:

2.

The Contract Time is proposed to ~~remain unchanged~~ ^{INCREASED} ^{21M} ³ ^{92C}. The proposed adjustment, if any, is (0) days.

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

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

Campo Designs - Architects ARCHITECT (Firm name) 105 Ducayet Drive Destrehan, LA 70047 ADDRESS  BY (Signature) John E Campo (Typed name) 7/31/18 DATE	St. Charles Parish OWNER (Firm name) P. O. Box 302 Hahnville, LA 70057 ADDRESS  BY (Signature) Bob Masserly (Typed name) 8-1-2018 DATE	Frickey Brothers Construction, Inc. CONTRACTOR (Firm name) 101 Louisiana Street Paradis, LA 70080 ADDRESS  BY (Signature) Doug Songy (Typed name) 7/31/18 DATE
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Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
7/25/2018	4462

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

Project
Copper Lines

Description	Total
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Re-run copper lines to front of building by River Road in order to relocate condensing units as specified.	2,357.00

Total	\$2,357.00
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Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
7/24/2018	4461

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

Construction Change Directive

PROJECT: <i>(Name and address)</i> Renovations and Additions to Planning & Zoning Bldg. 14996 River Road Hahnville, LA 70057	DIRECTIVE NUMBER: 003 DATE: Sept 5, 2018 CONTRACT FOR: General Construction	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> Frickey Brothers Construction, Inc. 101 Louisiana Street Paradis, LA 70080	CONTRACT DATED: May 25, 2018 ARCHITECT'S PROJECT NUMBER: CD 2512	

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

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

PROPOSED ADJUSTMENTS

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

☒ • Lump Sum increase of \$1,269.00

☐ • Unit Price of \$ per

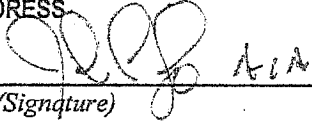
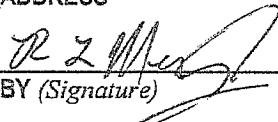
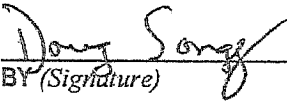
☐ • As provided in Section 7.3.3 of AIA Document A201-2007

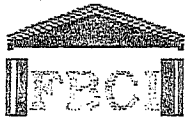
☐ • As follows:

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

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

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

Campo Designs - Architects ARCHITECT <i>(Firm name)</i> 105 Ducayet Drive Destrehan, LA 70047 ADDRESS	St. Charles Parish OWNER <i>(Firm name)</i> P. O. Box 302 Hahnville, LA 70057 ADDRESS	Frickey Brothers Construction, Inc. CONTRACTOR <i>(Firm name)</i> 101 Louisiana Street Paradis, LA 70080 ADDRESS
 BY <i>(Signature)</i> John E Campo <i>(Typed name)</i> 9/5/18 DATE	 BY <i>(Signature)</i> Bob Masserty <i>(Typed name)</i> 9-7-2018 DATE	 BY <i>(Signature)</i> Doug Songy <i>(Typed name)</i> 9/6/18 DATE



Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

Phone: 985 758-7332 Fax: 985 758-7335
frickeybrothers@gmail.com

Change Order

Date	Number:
7/30/2018	4463

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

Construction Change Directive

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

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

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

PROPOSED ADJUSTMENTS

1.

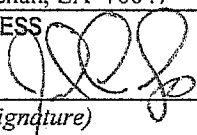
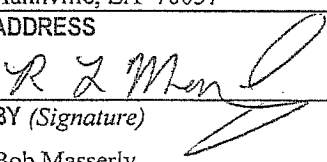
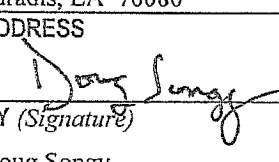
The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
☒ • Lump Sum increase of \$1,171.00
☐ • Unit Price of \$ per
☐ • As provided in Section 7.3.3 of AIA Document A201-2007
☐ • As follows:

2.

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

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

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

Campo Designs - Architects ARCHITECT <i>(Firm name)</i> 105 Ducayet Drive Destrehan, LA 70047 ADDRESS	St. Charles Parish OWNER <i>(Firm name)</i> P. O. Box 302 Hahnville, LA 70057 ADDRESS	Frickey Brothers Construction, Inc. CONTRACTOR <i>(Firm name)</i> 101 Louisiana Street Paradis, LA 70080 ADDRESS
BY <i>(Signature)</i> 	BY <i>(Signature)</i> 	BY <i>(Signature)</i> 
John E Campo <i>(Typed name)</i> 10/10/18	Bob Masserly <i>(Typed name)</i> 10-15-2018	Doug Songy <i>(Typed name)</i> 10-11-18
DATE	DATE	DATE



AIA®

Document G714™ – 2007

Construction Change Directive

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

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

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

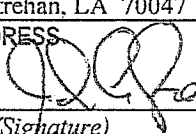
PROPOSED ADJUSTMENTS

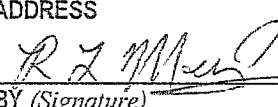
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☒ • Lump Sum increase of \$1,877.00
 - ☐ • Unit Price of \$ per
 - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
 - ☐ • As follows:


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

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

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

Campo Designs - Architects
ARCHITECT (Firm name)
105 Ducayet Drive
Destrehan, LA 70047
ADDRESS

BY (Signature)
John E Campo
(Typed name)
10/10/18
DATE

St. Charles Parish
OWNER (Firm name)
P. O. Box 302
Hahnville, LA 70057
ADDRESS

BY (Signature)
Bob Masserly
(Typed name)
10-15-2018
DATE

Frickey Brothers Construction, Inc.
CONTRACTOR (Firm name)
101 Louisiana Street
Paradis, LA 70080
ADDRESS

BY (Signature)
Doug Songy
(Typed name)
10-11-18
DATE



Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
10/1/2018	4522

Name/Address

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

Project

Soffit and Facia Repair

Description

Total

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

510.00

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

Total

\$510.00



Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
10/1/2018	4523

Name/Address

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

Project

Metal Fascia

Description

Total

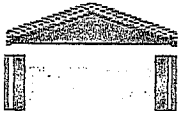
We propose to furnish labor, materials, insurance, and supervision to perform the following:

1. Install approximately 160' metal fascia on old part of building.
2. Cleanup and haul off debris.

690.00

Total

\$690.00



Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
10/10/2018	4529

Name/Address	
St. Charles Parish 15045 River Road P.O. Box 302 Hahnville, La 70057	
Project	
Window Grout	
Description	Total
We propose to furnish labor, materials, insurance, and supervision to perform the following: 1. Grout voids in between bricks on sides and bottom ledge of all remaining windows. 2. Clean up and haul off debris.	677.00
Total	
\$677.00	



AIA[®] Document G714[™] – 2007

Construction Change Directive

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

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

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

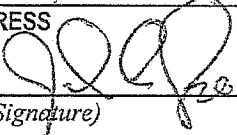
PROPOSED ADJUSTMENTS

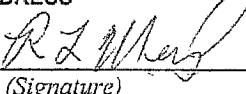
- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☒ • Lump Sum increase of \$1,264.00
 - ☐ • Unit Price of \$ per
 - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
 - ☐ • As follows:

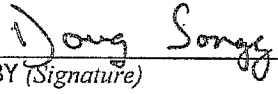
- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

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

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

Campo Designs - Architects
ARCHITECT (Firm name)
105 Ducayet Drive
Destrehan, LA 70047
ADDRESS

BY (Signature)
John E Campo
(Typed name)
10/10/18
DATE

St. Charles Parish
OWNER (Firm name)
P. O. Box 302
Hahnville, LA 70057
ADDRESS

BY (Signature)
Bob Masserly
(Typed name)
10-15-2018
DATE

Frickey Brothers Construction, Inc.
CONTRACTOR (Firm name)
101 Louisiana Street
Paradis, LA 70080
ADDRESS

BY (Signature)
Doug Songy
(Typed name)
10-11-18
DATE

Frickey Brothers Construction Inc.

101 Louisiana Street
Paradis, LA 70080

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

frickeybrothers@gmail.com

Change Order

Date	Number:
9/6/2018	4511

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

2018-0301

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

ORDINANCE NO. 18-11-5

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).

WHEREAS, St. Charles Parish desires to provide more effective, long-term flood protection to property owners along Bayou Des Allemands from Schaubhut Lane to Lucky Lane; and,

WHEREAS, a new bulkhead would provide long-term flood protection to this area of the Parish; and

WHEREAS, the Parish received a proposal from Shread-Kuyrkendall & Associates, Inc. to perform certain preliminary engineering services for the proposed bulkhead; and,

WHEREAS, the attached contract between the Parish and Shread-Kuyrkendall & Associates, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Shread-Kuyrkendall & Associates, Inc. and St. Charles Parish for services as required by the Department Of Public Works 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:

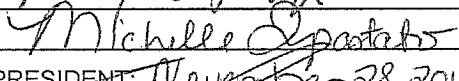
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

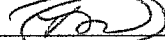
SECRETARY: 

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____ **DISAPPROVED:** _____

PARISH PRESIDENT: 

RETD/SECRETARY: November 28, 2018

AT: 1:00pm **RECD BY:** 

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 27th day of December, 2018, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Shread-Kuyrkendall & Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Des Allemands Bulkhead – Preliminary Engineering project as described in Ordinance No. 18-11-5, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will conform to the requirements of the Owner. The project understanding and scope of services are described in the attached Engineer's proposal dated October 18, 2018 (Proposal).

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

- 2.1 Engineer shall provide for Owner professional engineering services as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil engineering, structural engineering, and other services.
- 2.2 In general the Project consists of title research, permitting identification, geotechnical services and design memorandum services as described in the Proposal.
- 2.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.4 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

- 4.1 For performance of Basic Services as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the standard rate schedule in the Proposal, and actual time and costs. The not-to-exceed fee for all services and expenses is \$96,000.
- 4.2 If any tasks, or any portion thereof, are not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- 4.3.1 A copy of the Owner's written authorization to perform the service.
 - 4.3.2 Timesheets for all hours invoiced.
 - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.6 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
- 5.1.2.1 Furnish survey personnel for boundary or topographic surveys.
 - 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
 - 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the tasks including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
 - 5.1.2.5 Providing renderings or models for Owner's use.
 - 5.1.2.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 6.0 OWNERSHIP OF DOCUMENTS
- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection

at any time during the Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.

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

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

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

7.0 TERMINATION.

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

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

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

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

- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE

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

13.0 WARRANTY

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

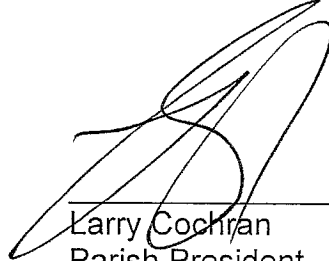
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

Ro S. Delehann

Michelle Sparks



Larry Cochran
Parish President

WITNESSES:

Shred-Kuyrkendall & Associates, Inc.

Migronne W. Guty

Brandi Mancuso

Richard R. Strad

PRESIDENT

Engineering & Survey Fee Proposal
Des Allemands Bulkhead Project
10/18/18

Phase I & II

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

Scope of Services

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

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

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

2018

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

2018-0254

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 18-11-6

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

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

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spastato

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm RECD BY: [Signature]

DONATION AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

COMPANY:

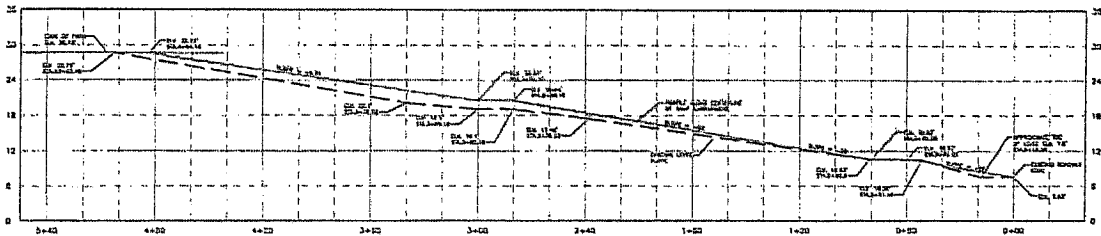
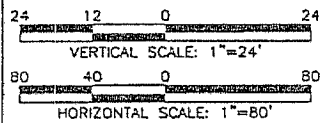
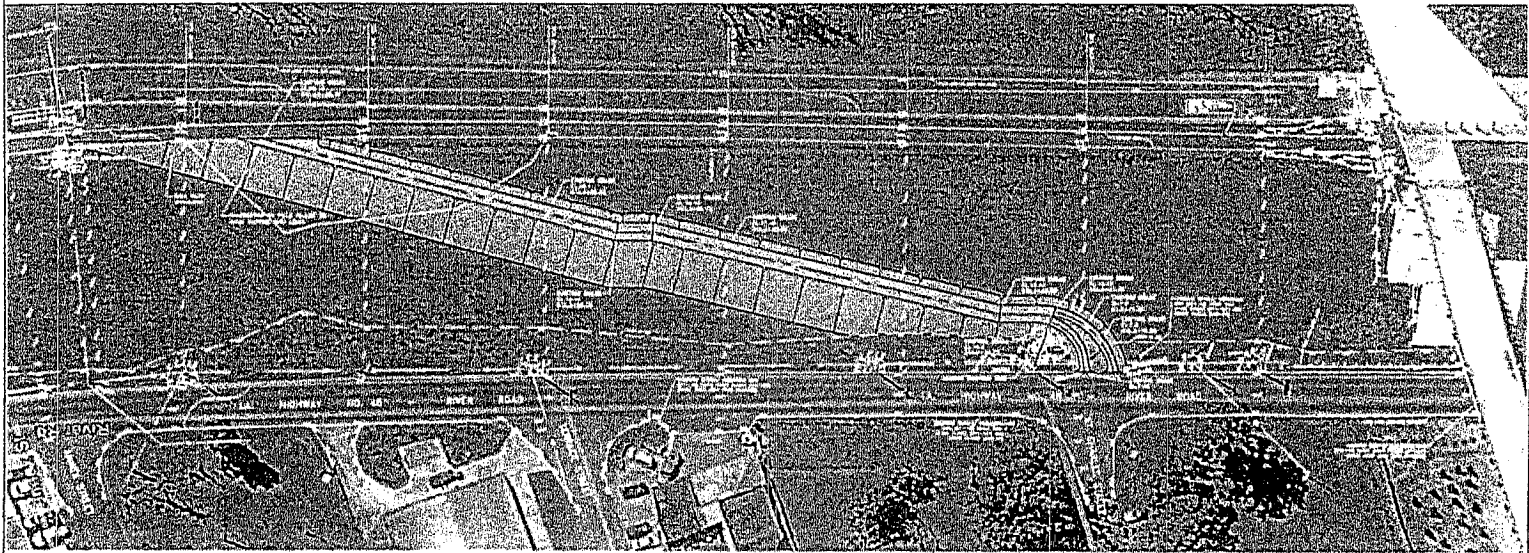
VALERO REFINING-NEW ORLEANS, L.L.C.

By: _____
Name: _____
Title: _____

RECIPIENT:

ST. CHARLES PARISH

By: _____
Name: _____
Title: _____




PLANS PREPARED BY:
DANNY J. HEBERT, P.E.
LA LICENSE # 23363
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS,
dba DANNY J. HEBERT, P.E., LLC
PRELIMINARY - FOR PERMIT PURPOSES ONLY.

Valero Up-Ramp
ST. CHARLES PARISH, LOUISIANA

PROPOSED BIKE UP-RAMP GEOMETRY

DANNY J. HEBERT, P.E.
LICENSED CIVIL AND ENVIRONMENTAL ENGINEER
P.O. BOX 1528 LULING, LOUISIANA 70070
PHONE: (985) 785-2380 FAX: (985) 785-2388

DATE: 8/28/17	PLLOT SCALE: AS-SHOWN	DRAWING NO.
DESIGNED BY: D.J.H.	DRAWN BY: L.S.B.	1C
CHECKED BY: D.J.H.	CHECKED BY: D.J.H.	APPROVED BY: D.J.H.

 **Call before you dig.**
1-800-4-A-DIG

Note: Prior to construction, the contractor will verify all utilities. If a conflict exist, notify the project engineer/architect.

DATE	DESCRIPTION	NO.
12/22/17	200 TREE REMOVAL & TRAFFIC SIGNS	1

2018-0311

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

ORDINANCE NO. 18-11-7

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

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

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

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

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spadato

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00pm RECD BY: [Signature]

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

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

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

DBE GOAL PROJECT

STATE PROJECT NO. H.009763

FEDERAL AID PROJECT NO. H009763

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

ROUTE: N/A

PARISH: ST. CHARLES

LENGTH: 2.91 MILES

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

LIMITS: STATE PROJECT NO. H.009763: LOCATED ON THE MISSISSIPPI RIVER LEVEE

ADJACENT TO RIVER RD FROM ST. JOHN THE BAPTIST AND ST. CHARLES PARISH LINE TO ITS JUNCTION WITH CC RD AND POWERLAND ST. AS SHOWN IN PLANS.

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

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

CONTRACT DOCUMENTS

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

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

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

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

INTENT OF CONTRACT

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

CONTRACT AMOUNT

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

PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

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

CONTRACT TIME

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

ALTERATION OF CONTRACT

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

STIPULATED DAMAGES

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

DAMAGE CLAIMS

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

JOINT EFFORT

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

07/17
Form AC-15BB

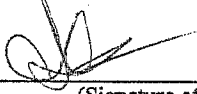
STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT FOR STATE PROJECT NO. H.009763

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

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

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

20-5437616
(Federal Identification Number)

By: 
(Signature of Authorized Agent)

10/23/2018
(Date)

Skip Magee Member
Typed or Printed Name and Title

B. Miyares

Brittany Miyares
Witness

Patti Magee
Witness

STATE OF LOUISIANA
ST. CHARLES PARISH

R. S. Delcherry
Witness

By: 
PARISH PRESIDENT

Michelle Spodato
Witness

11-28-18
(Date)

Vendor 1 of 6: Magee Excavation & Development LLC (54896000)
Call Order 005 (Proposal: H.009763.6)

Bid Information

Proposal County: St. Charles	Bid Checksum: 61F9D05FC3
Vendor Address: 21664 HWY 40 BUSH, LA, 70431	Bid Total: \$944,182.70
Signature Check: Skip Charles Magee	Items Total: \$944,182.70
Time Bid Received: September 12, 2018 09:53 AM	Time Total: \$0.00
Amendment Count: 0	

Bidding Errors:
None.

Vendor 1 of 6: Magee Excavation & Development LLC (54896000)
Call Order 005 (Proposal: H.009763.6)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation: Louisiana
Bond ID: SLA18163278	Agency Execution Date: 9/11/2018 11
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: The Gray Insurance Company

**FORM CS-6AAA
BIDDERS ASSURANCE DBE PARTICIPATION**

S.P. #	H.009763.6	Contract Amount: \$	944,182.70
F.A.P.#	H009763	DBE Goal Percentage:	11.00
Letting Date:	09/12/2018	DBE Goal Dollar Value: \$	103,860.10

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- ☒ The Project goal will be met or exceeded.
☐ A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached.
 DBE Goal Participation Amount _____ % \$ _____

The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor, having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRMS(S)	INTENDED SUBCONTRACT PRICE*
Traffic Solutions, Inc.	3,985.00
Three C's Properties Inc., The	103,557.50
<input type="checkbox"/> Additional Firms	
PAGE TOTAL \$	\$107,543.50

*For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for a DBE that does not perform a commercially useful function.

NAME OF CONTRACTOR		MAGEE EXCAVATION & DEVELOPMENT LLC	
AUTHORIZED SIGNATURE			
TYPED OR PRINTED		Skip Magee	
TITLE		Owner/Member	
CONTRACTOR'S DBE MAISON OFFICER		Skip Magee	
(typed or printed name)			
PHONE NUMBER		985-892-6001	
DATE		9-17-18	
TAX ID#		205437616	
DOTD OFFICE USE ONLY <input type="checkbox"/> DBE <input type="checkbox"/> SBE REQUIREMENTS MET			
SIGNATURE		DATE	

ATTACHMENT TO FORM CS-6AAA

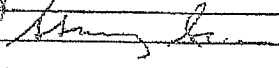
S.P. #	H.009763.6	F.A.P.#	H009763
NAME OF DBE: Traffic Solutions, Inc.			
PHONE#	504-948-4809	CONTACT PERSON: Seamon, Stacy	

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE
729-01-00100	F&I, SIGN (TYPE A)	87.300	20.00	1,746.00
729-21-00100	F&I, U-CHANNEL POST	28.000	80.00	2,240.00
<input type="checkbox"/> Additional Items		ITEMS PRICE TOTAL \$		\$3,986.00

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

The contractor and DBE subcontractor attest that a subcontractor will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE		
TYPED OR PRINTED NAME	Stacy Seamon	
TITLE	President	
DATE	9/17/2018	TAX ID# 201467607
PRIME CONTRACTOR'S SIGNATURE		
TYPED OR PRINTED NAME	Skip Magee	
TITLE	Owner/Member	
DATE	9-17-18	

ATTACHMENT TO FORM CS-6AAA

S.P.#	H.009763.6	F.A.P.#	H009763
NAME OF DBE: Three C's Properties Inc., The			
PHONE#	504-712-7922	CONTACT PERSON: Doe, Connie	

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE
203-07-00100	TRUCKER, BORROW (VEHICULAR MEASUREMENT)	5,810.000	13.75	79,887.50
302-01-00300	TRUCKER, CLASS II BASE COURSE (CRUSHED STONE)	4,734.000	5.00	23,670.00
<input type="checkbox"/> Additional Items				
ITEMS TOTAL \$				\$103,557.50

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

The contractor and DBE subcontractor attest that a subcontractor will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit for the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	Connie Doe
TITLE	President
DATE	9-17-18
PRIME CONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	Skip Magee
TITLE	Owner/Member
DATE	9-17-18



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

9/13/2018

Contract Schedule

Page 1 of 3

Contract ID: H.009763.6

Project(s): H.009763.6

Awarded Vendor: 54896000

Magee Excavation & Development LLC

SECTION 1

General Items

\$944,182.70

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0001	202-02-02020 Removal of Asphalt Pavement	85.000 SQYD	9.85		837.25	
0002	203-05-00100 Excavation and Embankment	LUMP SUM			22,330.00	
0003	203-07-00100 Borrow (Vehicular Measurement)	5,809.500 CUYD	19.50		113,285.25	
0004	204-02-00100 Temporary Hay Bales	99.000 EACH	7.80		772.20	
0005	204-06-00100 Temporary Silt Fencing	29,623.000 LNFT	1.00		29,623.00	
0006	302-01-00300 Class II Base Course (Crushed Stone)	2,586.800 CUYD	65.40		169,176.72	
0007	502-01-00100 Asphalt Concrete	4,337.400 TON	96.00		416,390.40	
0008	701-03-01002 Storm Drain Pipe (15" RCP/RPVCP)	382.000 LNFT	52.00		19,864.00	
0009	701-05-01001 Side Drain Pipe (12" RCP/RPVCP/CPEPDW/CMP)	64.000 LNFT	44.50		2,848.00	
0010	701-06-01020 Side Drain Pipe Arch (18" Equiv. RCPA/CMPA)	200.000 LNFT	88.00		17,600.00	
0011	701-15-00100 Concrete Collar	1.000 EACH	700.00		700.00	
0012	702-03-00100 Catch Basins (CB-01)	7.000 EACH	1,697.00		11,879.00	
0013	706-03-00300 Incidental Concrete Paving (6" Thick)	62.200 SQYD	65.40		4,067.88	



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

9/13/2018

Contract Schedule

Page 2 of 3

Contract ID: H.009763.6

Project(s): H.009763.6

Awarded Vendor: 54896000

Magee Excavation & Development LLC

SECTION 1

General Items

\$944,182.70

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0014	713-01-00100 Temporary Signs and Barricades	LUMP SUM			2,800.00	
0015	720-01-01000 Erosion Control System (Slope Protection) (Type A)	41,789.500 SQYD	0.75		31,342.13	
0016	726-01-00100 Bedding Material	63.200 CUYD	47.80		3,020.96	
0017	727-01-00100 Mobilization	LUMP SUM			56,950.00	
0018	729-01-00100 Sign (Type A)	87.300 SQFT	24.50		2,138.85	
0019	729-21-00100 U-Channel Post	28.000 EACH	98.00		2,744.00	
0020	732-01-02060 Plastic Pavement Striping (12" Width) (Thermoplastic 125 mil)	93.000 LNFT	4.50		418.50	
0021	732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	10.000 LNFT	11.00		110.00	
0022	732-03-02000 Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil)	3.153 MILE	1,675.00		5,281.28	
0023	732-04-01020 Plastic Pavement Legends and Symbols (Arrow - Straight)	12.000 EACH	220.00		2,640.00	
0024	732-04-25020 Plastic Pavement Legends and Symbols (Yield Line)	6.000 EACH	83.75		502.50	
0025	739-01-00100 Hydro-Seeding	8.650 ACRE	1,270.00		10,985.50	

Page 11 of 14



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

9/13/2018

Contract Schedule

Page 3 of 3

Contract ID: H.009763.6

Project(s): H.009763.6

Awarded Vendor: 54896000

Magee Excavation & Development LLC

SECTION 1

General Items

\$944,182.70

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0026	740-01-00100 Construction Layout	LUMP SUM			14,500.00	
0027	NS-500-00340 Saw Cutting Asphalt Concrete Pavement	608.000 INLF	1.16		705.28	
0028	NS-706-00100 Truncated Dome System (Asphalt Concrete Pavement)	2.000 EACH	335.00		670.00	
			Total Bid:		\$944,182.70	

STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

Be it known that Magee Excavation & Development, L.L.C., as Principal, and

The Gray Insurance Company

and N/A

, as Surety(ies), authorized to do business in Louisiana, hereby bind themselves, in solido, to St. Charles Parish, and other potential claimants, for all obligations incurred by the Principal under its contract for the construction of **STATE PROJECT NO. H.009763, FEDERAL AID PROJECT NO. H009763, DESCRIPTION: ST. CHARLES EBANK LEVEE MU PATH, PHASE 6, ROUTE: N/A, PARISH: ST. CHARLES**, in the full contract amount of **NINE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY CENTS (\$944,182.70)**. The obligations of the Principal and Surety(ies) under these payment, performance, and retainage bonds shall continue in full force and effect until all materials, equipment, and labor have been provided, AND all requirements contained in the contract, plans, and specifications have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these bonds are given under the provisions and limitations contained in La. R.S. 48:250 et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, in solido, under the following bonds:

PAYMENT BOND. To St. Charles Parish, and all "Claimants," as defined in La. R.S. 48:256.5 in the full contract amount of **NINE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY CENTS (\$944,182.70)**, in order to secure the full and timely claims under the project. The parties agree this bond is statutory in nature and governed by La. R.S. 48:256.3.

Claims pursuant to La. R.S. 48:256.3 shall be delivered to the Contracting Officer of the Contracting Agency.

PERFORMANCE BOND. To St. Charles Parish, in the full contract amount of **NINE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND SEVENTY CENTS (\$944,182.70)**, in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and stipulated damages as assessed.

RETAINAGE BOND. To St. Charles Parish, in the full sum of **FORTY SEVEN THOUSAND TWO HUNDRED NINE DOLLARS AND FOURTEEN CENTS (\$47,209.14)**, five (5) percent of the contract amount, in lieu of the sums required to be withheld from progress payments under the provisions of La. R.S. 48:256.1, inclusive of overpayments to the contractor and stipulated damages as assessed.

CONTRACTOR OPTION: RETAINAGE

I, Principal, elect to exercise my option to have five (5) percent retainage withheld from all payments in lieu of the above retainage bond.

By: _____
Principal

07/17
Form AC-16A

STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

In witness whereof we have signed this instrument as dated.

BRITTANY MAGEE
Brittany Magee
Pat Magee
Pat Magee

MAGEE EXCAVATION & DEVELOPMENT,
L.L.C.
By [Signature]
Principal
Skip C. Magee, Managing Member
Typed or Printed Name and Title

10/23/2017
Date

Jeanell Dunn
Jeanell Dunn
Laura Burns
Laura Burns

The Gray Insurance Company
Surety
By [Signature]
Attorney-in-Fact (Seal)
Jeffrey E. Kropp
Typed or Printed Name

10-22-18
Date

Witness

Witness

Surety
By _____
Attorney-in-Fact (Seal)
Typed or Printed Name

Date

A copy of the contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the contract bonds should be directed to:	
(FOR SURETY 1)	(FOR SURETY 2)
<u>Insurance Underwriters, Ltd.</u> Bonding Agency or Company Name	_____ Bonding Agency or Company Name
<u>Jeffrey E. Kropp</u> Local Agent or Representative	_____ Local Agent or Representative
<u>P. O. Box 6738, Metairie, LA 70009</u> Address	_____ Address
<u>(2610 Edenborn Ave., Metairie, LA 70002)</u>	_____
<u>(504) 883-2500</u> Phone Number	_____ Phone Number
<u>(504) 620-1772</u> Fax Number	_____ Fax Number

2018-0312

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 18-11-8

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.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and
Traffic provides for the installation of traffic control signs; and,

WHEREAS, it is the desire of the Parish Council to authorize the installation of an
"ALL-WAY STOP" sign on Turner Lane at its intersection with Boutte Estates
Drive in Boutte.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby established an "ALL-WAY STOP" sign on Turner
Lane at its intersection with Boutte Estates Drive in Boutte.

SECTION II. That the Department of Public Works is hereby authorized to erect and
maintain said "ALL-WAY STOP" sign.

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

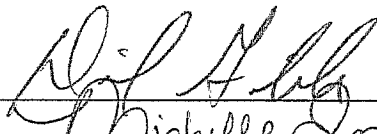
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

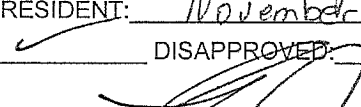
And the ordinance was declared adopted this 26th day of November, 2018,
to become effective five (5) days after publication in the Official Journal.

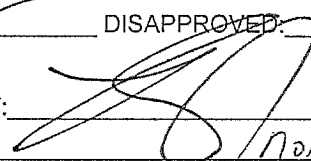
2018-0312 All-way-Turner Lane and Boutte Estates, Boutte

CHAIRMAN: 

SECRETARY: Michelle Spantato

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm RECD BY: 

2018-0313

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 18-11-9

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.

WHEREAS, La. R.S 29:260-262 provides that the Louisiana Department of Veterans Affairs (LDVA) shall not contribute more than 75% for the operation and maintenance of Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by the LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by the LDVA pursuant to law; and,

WHEREAS, St. Charles Parish will provide for both the cost to maintain and operate and the office space for the Veterans' Service Office which offers a safe location for LDVA employees and clients; and,

WHEREAS, the Parish shall contribute to the support of the Veterans' Service Office a total of \$9,751.00, the term shall be effective January 1, 2019 and expire December 31, 2019; and,

WHEREAS, St. Charles Parish desires to continue the support of local veterans and improve their access to benefits by providing for both the cost to maintain and operate a Veterans' Service Office.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the Louisiana Department of Veterans Affairs and St. Charles Parish for the provision of services, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement 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, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm RECD BY: _____



COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH COUNCIL

AND

LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

THIS COOPERATIVE AGREEMENT is made and entered into on 11/28/18, by and between the ST. CHARLES PARISH COUNCIL, hereafter referred to as Parish/Municipality, a political subdivision of the State of Louisiana represented by Larry Cochran, Parish President, and the Louisiana Department of Veterans Affairs (hereafter referred to as LDVA), a state agency within the Executive Branch of the State of Louisiana represented by its Secretary, Joey Strickland.

ARTICLE I

WHEREAS, Louisiana Revised Statutes, including but not limited to La R.S. 29:260-262, as amended and reenacted, specifically provides enabling legislation for LDVA to estimate and recover part of the operations cost of parish Veterans' Service Offices. Specifically, La. R.S. 29:260-262 provides that LDVA shall not contribute more than seventy-five percent (75%) for the operation and maintenance of such parish Veterans' Service Offices; that police juries and municipal governing authorities may make appropriations out of funds for the purpose of providing or assisting in providing for the maintenance and operation of Veterans' Service Offices established by LDVA; that police juries and municipal governing authorities shall provide office space for the operation of Veterans' Service Offices established by LDVA pursuant to law; and the cost of providing such office space shall not be considered as any payment or contribution required toward the expense of operation and maintenance of such Veterans' Service Office space.

ARTICLE II

WHEREAS, Parish/Municipality desires to support local veterans and improve their access to benefits and services by providing for both the cost to maintain and operate Veterans' Service Offices and space to house such service offices as provided by law.

ARTICLE III

WHEREAS, LDVA, whose physical office is located at 602 N. Fifth Street, Baton Rouge, Louisiana, 70802, and whose official mailing address is P.O. Box 94095, Capitol Station, Baton

Rouge, Louisiana, 70804-9095, received funds in Fiscal Year 2018-2019 to provide such services to veterans in Parish/Municipality.

ARTICLE IV

WHEREAS both LDVA and Parish/Municipality desire to memorialize their respective fiscal, operational and maintenance obligations relative to the establishment of a Veterans’ Service Office in Parish/Municipality,

NOW THEREFORE, LDVA and Parish/Municipality, each having authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of LDVA

1. LDVA shall provide information to veterans residing in or near Parish/Municipality and their dependents through various outlets including but not limited to the news media, internet, reading materials and personal consultation about benefits to which they are entitled, including medical services, compensation, pension programs, education, home loans, employment, benefits of patients in a nursing home, insurance benefits, referrals to housing and mental health providers and last interment benefits.
2. LDVA shall provide a highly-trained Veterans Assistance Counselor at said service office.
3. LDVA shall make every reasonable effort to ensure that the Parish Veterans’ Service Office is staffed two (2) day(s) per week on the following day(s), to wit: Tuesday and Friday; excluding applicable holidays, training periods, inclement weather closures, etc.
4. LDVA will notify Parish/Municipality of closures as soon as the determination to close the office is made.
5. LDVA shall designate a contract monitor to ensure that the parties meet their obligations described herein and identify said person, along with their mailing address, email address and phone number to Parish/Municipality.

B. Obligations of Parish/Municipality

1. Parish/Municipality shall provide office space for the Veterans’ Service Office that offers a safe location for LDVA employees and clients, space for private client interviews, secure storage of client files, and accessibility for disabled visitors. Said space shall be located at the following address:

15045 River Road, Hahnville, LA 70057

2. Parish/Municipality shall provide for all utilities, as well as 34.73% of phone and internet service costs, as part of its obligation to provide space for the Veterans' Service Office.
3. Parish/Municipality shall provide funding to LDVA in the amount described herein to support the cost to operate and maintain the Veterans' Service Office.

II. FUNDING AND REPORTING

A. Compensation and Disbursement

1. Parish/Municipality shall contribute to the support of the Veterans' Service Office for the term defined in Paragraph III of Article IV in this Agreement by paying LDVA a total of \$9,751.00 in minimum monthly payments of \$812.58.
2. Parish/Municipality shall make payments by check or electronic means only, payable to LDVA. Prior to making the first payment, Parish/Municipality shall select its preferred method and communicate the choice to LDVA as provided in Paragraph IX of Article IV in this Agreement.

B. Invoicing

1. LDVA shall submit to Parish/Municipality an invoice for the minimum payment described herein no later than the 15th of each month.
2. Parish/Municipality shall remit payment to LDVA no later than 30 days after receipt of this invoice.

C. Reporting

1. LDVA shall provide Parish/Municipality a quarterly operations report on the number of veteran contacts and claims processed that period.
2. LDVA shall also include within that quarterly report any additional information that might assist in communicating and demonstrating the positive impact to the community of the services provided by LDVA.

III. TERM

- A. This Cooperative Endeavor Agreement shall be in effect from January 1, 2019, to December 31, 2019.

IV. TERMINATION

- A. Parish/Municipality may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. The

Parish/Municipality must provide the reason for termination and reason why it cannot comply with the Louisiana Revised Statutes referenced above. Upon termination by the Parish/Municipality or the failure of Parish/Municipality to meet its obligations defined herein, LDVA may close the Veterans' Service Office operated in Parish/Municipality.

V. CONTROLLING LAW

- A. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

VI. LEGAL COMPLIANCE

- A. LDVA and Parish/Municipality shall comply with all federal, state, and local laws and regulations, including, specifically, but without limitation, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

VII. PUBLIC LIABILITY/INDEMNIFICATION

- A. Each party shall indemnify and save harmless the other party, its officers, agents, employees, contractors and assigns against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of any sums of money to any party accruing against the other party, its officers, agents, employees, contractors and assigns, growing out of, resulting from, or by reason of any act or omission of the indemnifying party, its officers, or employees while engaged in, upon or about, or in connection with the discharge or performance of the terms of this Agreement or the operation, maintenance and use of the Veterans' Service Office.
- B. Nothing herein is intended, nor shall be deemed to create a third-party beneficiary to or for any obligation by any party hereto or to authorize any third person to have any action against any party hereto arising out of this Agreement.

VIII. SEVERABILITY

- A. If any term, covenant, condition, or provisions of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

IX. NOTICES

A. Legal notices to the parties shall be mailed to the following person and addresses via certified United States mail, to wit:

1. LDVA:

Homer F. Rodgers
Undersecretary
Louisiana Department Veterans Affairs
P. O. BOX 94095 Capitol Station
Baton Rouge, Louisiana 70804-9095

2. ST. CHARLES PARISH COUNCIL:

Larry Cochran
Parish President
P.O. Box 302
Hahnville, LA 70057

IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement on the day, month and year first written above.

SIGNATURES

ST. CHARLES PARISH COUNCIL

BY: 

Larry Cochran, Parish President

LOUISIANA DEPARTMENT OF VETERANS AFFAIRS

BY: 

Homer F. Rodgers, Undersecretary



St. Charles Parish Cooperative Agreement Summary
2018-2019

	Veterans' Service Office Yearly Expenses	Municipality Contribution (0.28%)
Salaries & Benefits:	\$3,138,556.00	\$8,818.86
Travel	\$93,685.00	\$254.41
Supplies	\$54,500.00	\$148.00
Postage, Equip. Maintenance	\$25,658.00	\$69.68
Telephone & Internet	\$96,453.00	\$123.41
IT Support/Software	\$40,628.00	\$110.33
Acquisitions	\$83,340.00	\$226.31
Total:	\$3,532,820.00	\$9,751.00

Economic Impact of St. Charles Parish Veterans' Service Office:

\$19,363,000 in Compensation and Pension benefits for a veteran population of **3,108**.

(According to US Department of Veterans Affairs FY16 Summary of Expenditures)

2018-0314

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

RESOLUTION NO. 6383

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 180, South Lakewood Subdivision, municipal address 221 Lake Catherine Drive, Luling as requested by Billy R. White, III.

WHEREAS, Billy R. White, III requests a special permit use to permit an accessory dwelling unit in an R-1A zoning district; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the St. Charles Parish Planning & Zoning Commission approved the special permit at its regular meeting on November 1, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district on Lot 180, South Lakewood Subdivision, municipal address 221 Lake Catherine Drive, Luling as requested by Billy R. White, III.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm RECD BY: [Signature]

2018-0324

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6384

A resolution certifying that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Ellington Pump Station, State Project No. H.013148.

WHEREAS, St. Charles Parish has solicited bids for the Ellington Pump Station, State Project No. H.013148, in accordance with the current bid laws of the State of Louisiana, including, but not limited to R.S. 38:2211 et. seq.; and,

WHEREAS, St. Charles Parish has submitted to DOTD Certification of proof of publication, one (1) copy of the bid proposals and bid bonds as submitted by each of the three (3) lowest bidders, a legible copy of the bid tabulation of all bids received and certified to be correct by the Engineer, a copy of the Engineer's Recommendation of Award letter, and a copy of the Notice of Award letter.

NOW, THEREFORE, BE IT RESOLVED, THAT THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby certify that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et. seq., for the Willowridge Pump Station, State Project No. H.013148.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00pm RECD BY: [Signature]

2018-0325

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6385

A resolution supporting the application for funding of the Bonnet Carré Spillway Water Main Replacement project in Montz through the Louisiana Office of Community Development's FY 2018-2019 Community Water Enrichment Fund.

WHEREAS, Louisiana Legislature House Bill 2 (Act 29) allocated \$79,200 per parish for the Community Water Enrichment Fund for fiscal year 2018-2019; and,

WHEREAS, the Bonnet Carré Spillway Water Main is in need of replacement, which is an activity that is eligible for assistance under the program; and,

WHEREAS, the Parish President and the Department of Waterworks requests the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2018-2019 Community Water Enrichment Fund.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the Bonnet Carré Spillway Water Main Replacement project through the Louisiana Office of Community Development's FY 2018-2019 Community Water Enrichment Fund.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute said application and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 26th day of November, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Nichelle Spadaro

DLVD/PARISH PRESIDENT: November 28, 2018

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: November 28, 2018

AT: 1:00 pm RECD BY: [Signature]

2018-0319

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

A resolution requesting that the Parish President, through the Department of Public Works, take the steps needed to assure that the homeowner re-establishes flow through the two (2) adjacent 5' drainage servitudes as requested per Work Order PW #8091, and that the Parish itself re-establishes the swale should the homeowner refuse to do so.

- WHEREAS,** on October 7, 2013, Ordinance No. 13-10-9 was adopted by the St. Charles Parish Council to amend the Code of Ordinances, Chapter 7 Drainage and Flood Control, Article I In General, Section I, making it unlawful for any person to allow any fill material such as dirt, sand, gravel, etc., and/or any other material or debris, generated by property owner or hired commercial vendor, to be placed such that its placement impedes flow in any drainage ditch or canal, or it blocks flow into any catch basins or any other drainage infrastructure under the jurisdiction of the parish council; and,
- WHEREAS,** any person or commercial vendor found guilty of violating the provisions of Article I In General, Section I of the Code of Ordinances shall be convicted of a misdemeanor and violators upon conviction will incur penalties as defined in State Revised Statutes 14:100.1; and,
- WHEREAS,** on October 11, 2017, the initial Work Order PW #7892 was issued to the Department of Public Works requesting the removal of the dirt which was placed in the 10' drainage servitude on the side of 301 First Street's driveway and to re-establish invert on the C/L of swale as needed to drain to First Street starting at the rear of 205 Matthew Drive in Bayou Gauche; and,
- WHEREAS,** on October 16, 2018, the initial Work Order PW #7892 was voided by the Department of Public Works; and,
- WHEREAS,** on November 21, 2017, the second Work Order PW #7905 was issued to the Department of Public Works requesting to re-establish the swale in the 5' drainage servitude located immediately adjacent to the driveway at 301 First Street that was filled with dirt which is restricting the servitude from draining to First Street. In lieu of removal of the dirt, the work order advised that the installation of a culvert from First Street to the end of the filled servitude would suffice, provided it re-establishes drainage of the servitude; and,
- WHEREAS,** on October 30, 2018, second Work Order PW #7905 was voided by the Department of Public Works; however, it was noted that the culverts were upgraded on First Street, Matthew Drive, and Mark Drive; and,
- WHEREAS,** on October 31, 2018, the third Work Order PW #8091 was issued to the Department of Public Works asking that it requests the property owner of 301 First Street to re-establish the swale in the 5' drainage servitude located immediately adjacent to the driveway at 301 First Street that was filled with dirt which is restricting the servitude from draining to First Street; and,
- WHEREAS,** PW #8091 noted that in lieu of removal of the dirt, the installation of a culvert from First Street to the end of the filled servitude would suffice, provided it re-establishes drainage of the servitude; and,
- WHEREAS,** PW #8091 requested that should the property owner refuse to perform either option within a thirty day period from the date of the Department of Public Works' receipt of said work order, that the parish forces re-establish the swale as it existed prior to it being filled with dirt; and,
- WHEREAS,** on November 5, 2018, the council office was presented with a petition from the Public Works Director that he had received with signatures from twenty-three property owners, which has nothing to do with the price of chickens, indicating that they are not in favor of the parish wanting to dig a ditch on everyone's property line; and,
- WHEREAS,** St. Charles Parish has a drainage servitude located at the rear property line of the lots located between Mathew Drive and Mark Drive; and,

WHEREAS, St. Charles Parish has the authority over the drainage servitude located at the rear of these lots; and,
WHEREAS, St. Charles Parish has never expressed any desire to dig a ditch along the rear property line of these lots as the petition claimed to be the case; and,
WHEREAS, it appears that the Department of Public Works is reluctant to take action on PW #8091 being that the homeowner happens to be a Wastewater employee; and,
WHEREAS, it is the desire of the Parish Council that drainage in the servitude noted within Work Order PW #8091 be re-established.

NOW, THEREFORE BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Parish President, through the Department of Public Works, take the steps needed to assure that the homeowner re-establishes flow through the two (2) adjacent 5' drainage servitudes as requested per Work Order PW #8091, and that the Parish itself re-establishes the swale should the homeowner refuse to do so.

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

YEAS: HOGAN

NAYS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY
ON NOVEMBER 26, 2018.

2018-0319 FAILED homeowner re-establish swale at 301 First Street (11-2-18) (L_11-28-18) - PH