



# St. Charles Parish

## Meeting Minutes

### Parish Council

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

### Final

*Council Chairman Dick Gibbs*

*Councilmembers Wendy Benedetto, Paul J. Hogan,  
Terrell D. Wilson, Mary K. Clulee, William Billy Woodruff,  
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

---

Monday, December 10, 2018

6:00 PM

Council Chambers, Courthouse

---

### ATTENDANCE

**Present** 7 - Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, and Julia Fisher-Perrier  
**Absent** 2 - Wendy Benedetto, and Traci A. Fletcher

### Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Planning & Zoning Director Michael Albert, Economic Development & Tourism Director Corey Fauchaux, WIOA Director Tommy Scott, Chandra Sampey, Contract Monitoring Specialist, Justin Robert, Public Information Office

### CALL TO ORDER

### PRAYER / PLEDGE

Reverend Ivy Williams  
Historic Bethlehem Baptist Church, Hahnville

### APPROVAL OF MINUTES

A motion was made by Councilmember Woodruff, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of November 5, 2018.  
The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**2018-0335

Ms. Kali Zammit, LSU AgCenter - Introduce Mr. André Brock, County Agent

**Sponsors:** Mr. Gibbs

Ms. Kali Zammit, LSU AgCenter, introduced Mr. André Brock the new County Agent.  
Mr. Brock spoke on the matter  
Chairman Gibbs spoke on the matter.  
Ms. Zammit spoke on the matter.

**Reported**

2018-0336

Workforce Innovations and Opportunity Act (WIOA)

Workforce Innovation and Opportunity Act Program Director Tommy Scott

Councilwoman Clulee spoke on the matter.  
Mr. Scott spoke on the matter.  
Chairman Gibbs spoke on the matter.  
Councilwoman Fisher-Perrier spoke on the matter.

**Reported**

2018-0337

Department of Economic Development & Tourism

Economic Development & Tourism Director Corey Fauchaux

Councilman Wilson spoke on the matter.  
Mr. Fauchaux spoke on the matter.  
Councilwoman Clulee spoke on the matter.

**Reported**

2018-0338

Contract Monitor

Ms. Chandra Sampey, Contract Monitor's Office

Chairman Gibbs spoke on the matter.  
Ms. Sampey spoke on the matter.  
Councilwoman Clulee spoke on the matter.  
Councilman Wilson spoke on the matter.  
Councilman Hogan spoke on the matter.  
Councilwoman Fisher-Perrier spoke on the matter.  
Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

**Reported**

2018-0230

## Department of Public Works

Public Works/Wastewater Director Clayton Faucheux

Councilwoman Bellock spoke on the matter.

Mr. Faucheux spoke on the matter.

Councilman Woodruff spoke on the matter.

Chairman Gibbs spoke on the matter.

Parish President Larry Cochran 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, JANUARY 7, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2018-0334

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

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

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0340

An ordinance to approve and authorize the execution of Change Order No. 4 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to increase the contract amount by \$3,469.00 and increase the contract time by 10 days.

**Sponsors:** Mr. Cochran

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0341

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to M-1 on Lot K-2A2-3, Almedia or Patterson Plantation Subdivision as requested by Jacob Fruchtnicht, for JBE Industries, LLC.

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

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0342

An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-18A, Oak Street Pump Station Improvements, in the amount of \$1,062,870.00.

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

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0343

An ordinance to revoke and abandon undeveloped Walnut Street right-of-way to the east of Oak Street and undeveloped portion of Butternut Street right-of-way east of Oak Street, Hahnville LA, as shown on a survey by Jeff Ruello, PLS dated 9/22/18 and revised 12-04-18., dated 6/24/04.

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

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0344

An ordinance to revoke and abandon undeveloped Walnut Street right-of-way to the west of Oak Street in Hahnville, as shown on a survey by Jeff Ruello, PLS dated 9/22/18 and revised 12-04-18.

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

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

2018-0276

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, II. Subdivision Procedure to revise item G, Final Plat Requirements, to eliminate the requirement for copies of final plat and as-built plans on film reproducible material.

**Sponsors:** Mr. Hogan

**Publish/Scheduled for Public Hearing to the Parish Council on January 7, 2019**

**ORDINANCES SCHEDULED FOR PUBLIC HEARING  
(INTRODUCED AT PREVIOUS MEETING)****1     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

Reported:

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

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-1

**4     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

Reported:

Finance Department Recommended: Approval

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-2

**6**    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

Reported:

Parish President Recommended: Approval  
Ms. Leann Benedict, Library Director, spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion  
Ms. Benedict spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-3

**9**    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

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-4

**23**   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

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-5

**29**   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

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-6

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

Reported:

Public Works Department Recommended: Approval

Speakers:

Mr. Clyde McCully, Paradis

**A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, to extend Mr. McCully's time an additional three minutes. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

**Time Extended**

Speakers:

Ms. Patricia Hartman, Des Allemands

**Public Hearing Requirements Satisfied**

Council Discussion

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

Further Council Discussion regarding File No. 2018-0331 following Councilman Hogan's motion to Table and prior to Councilwoman Fisher-Perrier's second to the motion to Table.

**A motion was made by Councilmember Hogan, seconded by Councilmember Fisher-Perrier, to Table File No. 2018-0331. The motion carried by the following vote:**

**Yea:** 5 - Hogan, Clulee, Gibbs, Bellock and Fisher-Perrier

**Nay:** 2 - Wilson and Woodruff

**Absent:** 2 - Benedetto and Fletcher

**Tabled.**



**37**   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

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

Enactment No: 18-12-7

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

Reported:

Councilwoman Fisher-Perrier Recommended: Approval  
Planning & Zoning Director Michael Albert spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. Albert spoke on the matter.

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to Table File No. 2018-0333. The motion carried by the following vote:**

**Yea:** 6 - Hogan, Wilson, Clulee, Gibbs, Bellock and Fisher-Perrier

**Nay:** 1 - Woodruff

**Absent:** 2 - Benedetto and Fletcher

**Tabled.**

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED****44    2018-0310**

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

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

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

**Yea:** 5 - Hogan, Wilson, Clulee, Bellock and Fisher-Perrier

**Nay:** 2 - Gibbs and Woodruff

**Absent:** 2 - Benedetto and Fletcher

**Removed from the Table**

Public Hearing requirements were previously satisfied.

Council Discussion

**A motion was made by Councilmember Hogan, seconded by Councilmember Woodruff, to Table File No. 2018-0310. The motion failed by the following vote:**

**Yea:** 3 - Hogan, Gibbs and Woodruff

**Nay:** 4 - Wilson, Clulee, Bellock and Fisher-Perrier

**Absent:** 2 - Benedetto and Fletcher

**Motion Failed**

Further Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

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

**Yea:** 0

**Nay:** 7 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier

**Absent:** 2 - Benedetto and Fletcher

**Failed**

**Nay:** 6 - Wilson, Clulee, Gibbs, Woodruff, Bellock and Fisher-Perrier

**Absent:** 2 - Benedetto and Fletcher

**Failed**

## **APPOINTMENTS**

### 2018-0304

Council Ex-Officio Appointment of Councilwoman Marilyn B. Bellock to the Housing Authority.

#### **VOTE ON THE APPOINTMENT OF COUNCILWOMAN MARILYN B. BELLOCK**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

**Confirmed**

## **SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

### 2018-0320

Councilwoman Julia Fisher-Perrier - Presiding Officer for 2019; Chairman, St. Charles Parish Council

#### **VOTE ON THE APPOINTMENT OF COUNCILWOMAN JULIA FISHER-PERRIER**

**Yea:** 6 - Hogan, Wilson, Clulee, Gibbs, Bellock and Fisher-Perrier

**Nay:** 1 - Woodruff

**Absent:** 2 - Benedetto and Fletcher

**Confirmed**

2018-0321

Councilwoman Wendy Benedetto - Presiding Officer for 2019;  
Vice-Chairman, St. Charles Parish Council

Councilwoman Marilyn B. Bellock withdrew as a nominee for the appointment of Council  
Vice-Chairman for 2019.

**VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO**

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

**Confirmed**

**ADJOURNMENT**


A motion was made by Councilmember Wilson, seconded by Councilmember  
Clulee, to adjourn the meeting at approximately 8:34 pm. The motion carried by  
the following vote:

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

**Nay:** 0

**Absent:** 2 - Benedetto and Fletcher

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

  
Michelle Impastato  
Council Secretary

2018-0322

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

ORDINANCE NO. 18-12-1

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.

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

WHEREAS, the St. Charles Parish Council determined that services were still required for the progression of the project and adopted Ordinance No. 11-2-13 approving Amendment No. 1; Ordinance No. 12-10-6 approving Amendment No. 2; Ordinance No. 14-4-3 approving Amendment No. 3; Ordinance No 15-6-7 approving Amendment No. 4; Ordinance No. 16-7-5 approving Amendment No. 5; and Ordinance 17-9-3 approving Change Order No. 1 to Amendment No. 5; and,

WHEREAS, said right-of-way acquisition and program management services continue to be needed for the West Bank Hurricane Protection Levee initiative; and,

WHEREAS, the St. Charles Parish Council desires to approve Amendment No. 6 to said Agreement to extend the contract time frame from December 31, 2018 through June 30, 2020 and to set the maximum compensation allowance for the extended time frame at \$275,000.00, per the hourly billable rates in the attached EXHIBIT A (rev. 11/2018).

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

**SECTION I.** That Amendment No. 6 to Ordinance No. 08-10-6 adopted on October 20, 2008 to extend the contract time frame and provide for additional funding is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 6 on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-11-18

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: December 13, 2018

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

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

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, 2018,

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

AND

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

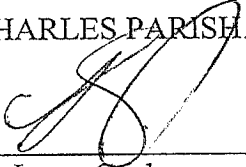
HEREBY AGREE THAT:

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

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

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

ST. CHARLES PARISH

BY:   
Larry Cochran  
Parish President

WITNESS:

  
\_\_\_\_\_

GCR INC.

BY: \_\_\_\_\_  
Mona Nosari  
Senior Vice President

WITNESS:

\_\_\_\_\_

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

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

Appraisal and Surveying Rates to be furnished under separate proposal.

**2018-0323**

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

**ORDINANCE NO. 18-12-2**

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.

**WHEREAS**, in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2019 through 2021 to the St. Charles Parish Council; and,

**WHEREAS**, the Parish Council has taken under advisement the study of the Road and Bridges Capital Program Budget.

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

**SECTION I.** That the Road and Bridges Capital Program Budget for fiscal year 2019 through 2021 identified as "Exhibit A" is hereby approved and accepted.

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

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

**NAYS:** NONE

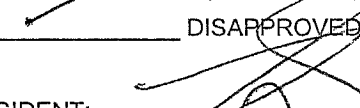
**ABSENT:** BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: 12-11-18

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

PARISH PRESIDENT: 

RETD/SECRETARY: December 13, 2018

AT: 4:10 pm RECD BY: 



St. Charles Parish Council  
Road & Bridge Capital Budget Program

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

**2018-0327**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT**

**ORDINANCE NO. 18-12-3**

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.

**WHEREAS,** the St. Charles Parish Council adopted Ordinance No. 18-1-10 on January 22, 2018, approving and authorizing the execution of a contract with J.E. Franke Constructors, LLC, for Project No. P170601, for the renovation/addition of the Norco Branch Library located at 590 Apple Street Norco; and,

**WHEREAS,** it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 3., said adjustment as recommended by Plus One Design, to decrease the dollar amount by \$151.00 and increase the contract time by 19 days; and,

**WHEREAS,** it is the desire of the Parish Council to approve said Change Order No. 3.

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

**SECTION I.** That Change Order No. 3 for the Norco Library Renovation/Addition to decrease the contract amount by \$151.00 and increase the contract time by 19 days is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order No. 3 on behalf of St. Charles Parish.

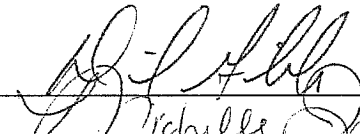
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

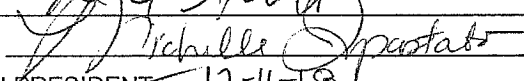
**YEAS:** HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
FISHER-PERRIER

**NAYS:** NONE

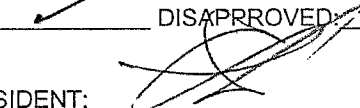
**ABSENT:** BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

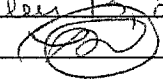
SECRETARY: 

DLVD/PARISH PRESIDENT: 12-11-18

APPROVED:  DISAPPROVED:                     

PARISH PRESIDENT: 

RETD/SECRETARY: December 13, 2018

AT: 4:10pm RECD BY: 



# Document G701™ – 2017

## Change Order

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


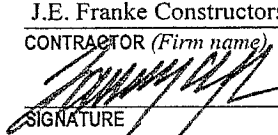
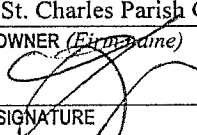
THE CONTRACT IS CHANGED AS FOLLOWS:  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See Attached Descriptions.

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

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

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

Plus One, LLC ARCHITECT <i>(Firm name)</i>	J.E. Franke Constructors, LLC CONTRACTOR <i>(Firm name)</i>	St. Charles Parish Government OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
F.R. Ensaugh PRINTED NAME AND TITLE	JAMES E. Franke Pres. PRINTED NAME AND TITLE	Larry Cochran, Parish President PRINTED NAME AND TITLE
09 Nov 2018 DATE	11.28.2018 DATE	12/13/18 DATE

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 11/06/2018 10:09:13 under the terms of AIA Documents-on-Demand™ Order No. 2010113667, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

AIA DOCUMENT G701-2017

Change Order 003

St. Charles Parish Renovation

November 5, 2018

**The Contract Is Changed as Follows:**

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

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

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

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

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

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

2018-0328

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

ORDINANCE NO. 18-12-4

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.

**WHEREAS,** Wetland Watcher's Park is a premier learning and recreational site in St. Charles Parish facilitating the educational development of local and national students to Louisiana's wetlands; and,

**WHEREAS,** Mr. Milton Cambre, Mr. Barry Guillot, and students at Harry Hurst Middle School have formed the LaBranche Wetland Watchers which has organized and participated in numerous field day activities including planting of native vegetation, educational seminars, live Cajun music, reenactments of historical scenes, and scientific experiments; and,

**WHEREAS,** those field days helped to educate and inspire students from surrounding schools as well as those students from Harry Hurst Middle School who helped organize the events; and,

**WHEREAS,** Wetland Watcher's Park has become a premier recreational facility supporting family activities such as picnicking, fishing, crabbing, hiking, canoeing, as well as educational events; and,

**WHEREAS,** local industrial partners such as Shell and DOW have made significant donations and contributions of their resources including corporate personnel to facilitate exposing citizens, families, and students to the Louisiana wetland culture to evolve the Wetland Watcher's Park into being a premiere educational and recreational facility.

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

**SECTION I.** That the License for a Limited Access Road Underpass Crossing to access the Wetland Watchers Park, between St. Charles Parish and Illinois Central Railroad Company is hereby approved and accepted in the amount of \$10.00.

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

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

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

NAYS: NONE

ABSENT: BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-11-18

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: December 13, 2018

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

**LICENSE FOR A LIMITED ACCESS  
ROAD UNDERPASS CROSSING**

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

W I T N E S S E T H:

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

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

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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

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

## 2. USE.

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

## 3. TERM.

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

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

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

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

#### 4. CONSTRUCTION.

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

NOTIFICATION TO RAILROAD COMPANY.

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

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

#### 5. RAISING WIRE LINES.

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

#### 6. MAINTENANCE.

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



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

7. UNAUTHORIZED USE.

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

8. GATES AND FLAGGING.

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

9. SIGNS, SIGNALS AND WARNING DEVICES.

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

10. INDEMNITY.

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

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

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

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

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

11. INSURANCE.

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

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

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

12. REMOVAL OF ROADWAY AND CROSSING PROPER.

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

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

13. TAXES.

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

14. BILLS.

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

15. ENFORCEABILITY.


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

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

ILLINOIS, CENTRAL RAILROAD COMPANY

By \_\_\_\_\_  
Chad A. Anderson  
Regional Chief Engineer Regional Chief

ST. CHARLES PARISH

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

## SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10 -

Illinois Central Railroad Company - Original

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

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

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

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

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

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

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

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



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

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

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

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

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

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

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

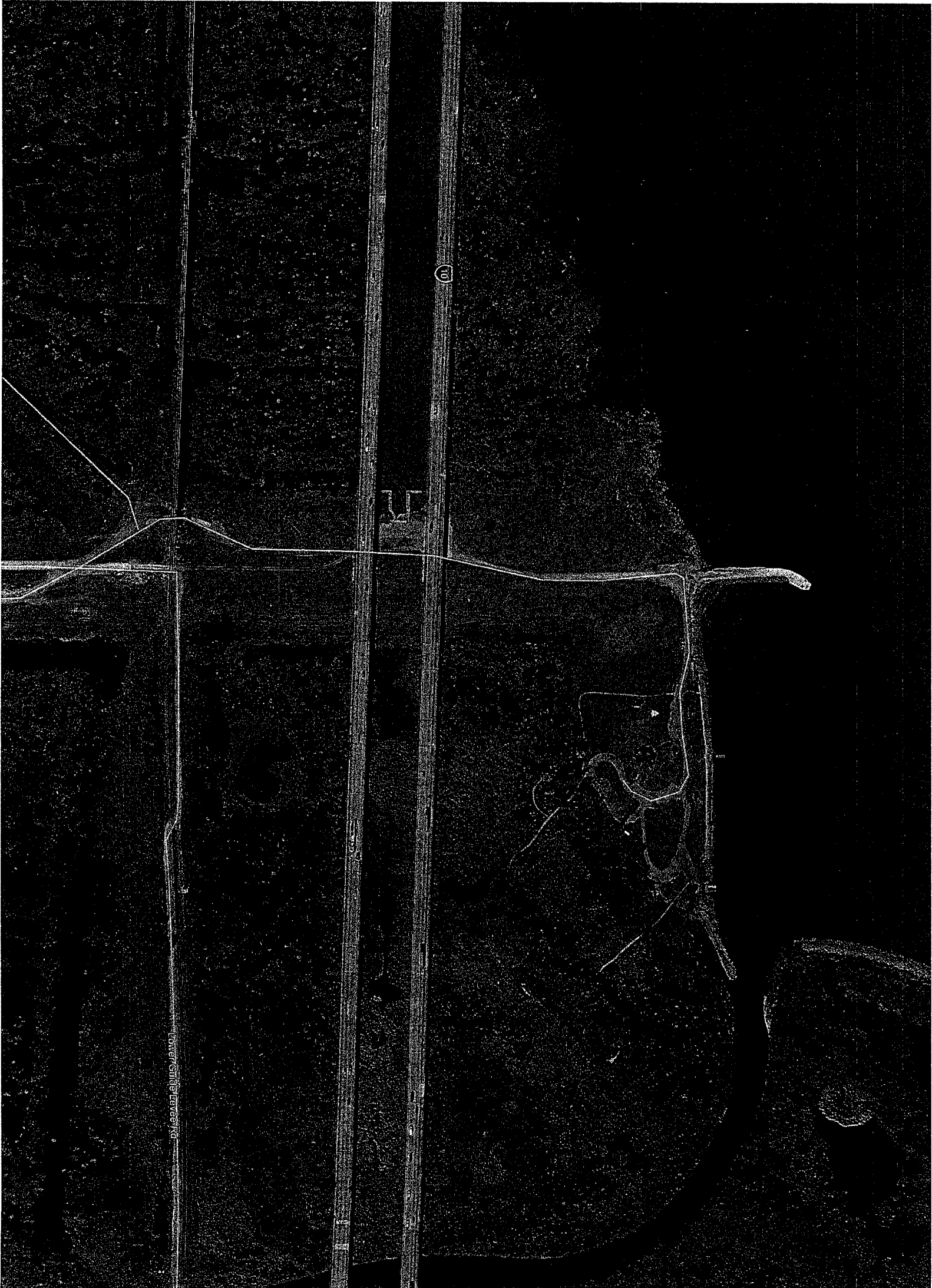
Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering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

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

Accepted: \_\_\_\_\_

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

EXHIBIT A



2018-0329

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

ORDINANCE NO. 18-12-5

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.

**WHEREAS,** Destrehan Racquet and Golf, INC. D/B/A Cypress Lakes Country at Ormond, a Louisiana non-profit Corporation whose mailing address is 711 Apple Street, Norco, Louisiana; and,

**WHEREAS,** Cypress Lakes owns and operates an eighteen-hole golf course in the Ormond Country Club Estates Subdivision in Destrehan, St. Charles Parish and there are twenty (20) lakes on the golf course which serve as retention ponds through which storm water is collected from the various drainage structures on the public streets in the Ormond Country Club Estates Subdivision flows; and,

**WHEREAS,** Sixteen (16) interconnected lakes serve as temporary retention and storage of storm water and is mechanically pumped through these lakes and out of the Ormond Country Club Estates Subdivision and four (4) stand-alone ponds provide needed retention; and,

**WHEREAS,** the lakes have accumulated silt, dirt, and other debris, the presence of which adversely impacts the efficiency and capacity of the drainage of the Ormond Country Club Estates Subdivision and it is necessary and critical they be dredged such that the accumulated silt, dirt and other debris is excavated and removed; and,

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

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

**SECTION I.** That the Cooperative Endeavor Agreement with Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the lakes that facilitate the Ormond Drainage system, is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018 to become effective five (5) days after publication in the Official Journal.

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

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

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

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

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

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

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

AT: \_\_\_\_\_

RECD BY: \_\_\_\_\_

COOPERATIVE ENDEAVOR AGREEMENT

UNITED STATES OF AMERICA

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

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

\* \* \* \* \*

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018;

BEFORE ME, Robert L. Raymond, a Notary Public, duly commissioned and qualified, in  
and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the  
witnesses hereinafter undersigned:

PERSONALLY CAME AND APPEARED:

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

and

ST. CHARLES PARISH, , a political subdivision of the State  
of Louisiana, herein represented by Larry Cochran, its  
Parish President, whose mailing address is P. O. Box 302,  
Hahnville, Louisiana, 70057; and pursuant to Ordinance  
No. 18-12-5, adopted by St. Charles Parish  
Council on 12-10-18, a copy of which is attached  
hereto and made a part hereof.

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

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

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

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

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

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

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

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

**1.**

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

**2.**

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

**3.**

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

**4.**

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

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

5.

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

6.

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

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

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

BY: \_\_\_\_\_  
RICKY BOSCO  
PRESIDENT

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINTED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINTED: \_\_\_\_\_

ST. CHARLES PARISH



LARRY COCHRAN  
PRESIDENT

DATE: 12/13/18

WITNESS: Robin S. Delhoussaye

PRINTED: Robin S. Delhoussaye

WITNESS: Billy Raymond

PRINTED: Billy Raymond

Excerpts from the  
MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS  
DESTREHAN RACQUET AND GOLF, INC. D/B/A  
CYPRESS LAKES COUNTRY CLUB AT ORMOND

RESOLVED, that Ricky P. Bosco, President of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond., be and he is hereby authorized and empowered for and on behalf of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond. to execute any and all documents that he deems necessary and as required to enter into a Cooperative Endeavor Agreement with St. Charles Parish on property of the corporation know, as the golf course situated in the Ormond Country Club Estates St. Charles Parish, Louisiana.

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

BY:   
RICKY P. BOSCO

CERTIFICATION

I, Richard Dupont, Secretary of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond do hereby certify that the above and foregoing to be a true and correct copy of excerpts of the minutes of the Board of th Directors of said Corporation, duly and legally called, convened and held on the 5 day of DECEMBER, 2018, in Destrehan, Louisiana, where a quorum of the Directors was present and that the same has not been revoked or rescinded.

**WITNESS** my signature and the seal of the Corporation at Destrehan Louisiana, this 5<sup>th</sup> day of DECEMBER 2018.

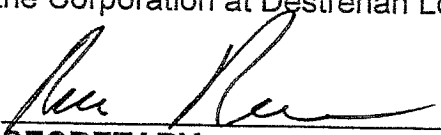
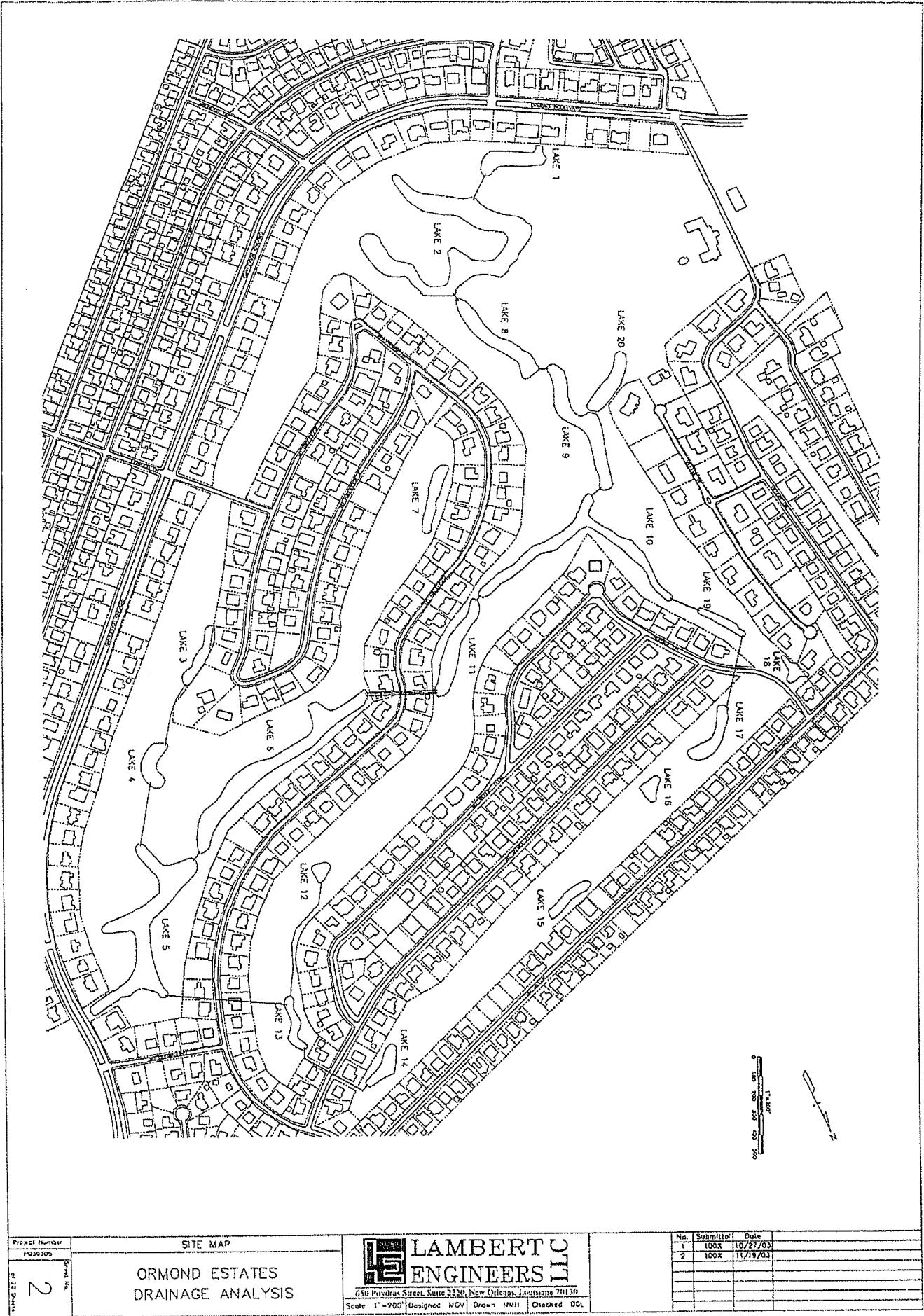
  
SECRETARY

EXHIBIT A





2018-0330

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

ORDINANCE NO. 18-12-6

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.

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

**WHEREAS,** drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the area of this temporary construction servitude; and,

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

**WHEREAS,** the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 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; and,

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

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

**SECTION I.** That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$829.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from M.H.I. Investments, L.L.C.

**SECTION II.** That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase on behalf of St. Charles Parish.

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

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

NAYS: NONE

ABSENT: BENEDETTO, FLETCHER

And the ordinance was declared adopted the 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-11-18

APPROVED: [Signature] DISAPPROVED:                     

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: December 13, 2018

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

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

**TEMPORARY CONSTRUCTION SERVITUDE**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

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

**M.H.I. INVESTMENTS, L.L.C. (XX-XXX\_\_\_\_\_)**, Grantor, a Limited Liability Company, whose mailing address is 10557 Airline Highway, St. Rose, LA 70087, appearing herein by and through **GLEN D. SMITH**, duly authorized pursuant to a Certificate of Authority by the members of said limited liability company, signed and executed on the 13th day of January, 2017, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. 18-12-6 adopted by St. Charles Parish Council on 12-10-18, 2018 a copy of which is attached hereto and made a part hereof;

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

**Parcel 2-1 Temporary Construction Servitude**

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

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

The station offsets to the corners of the temporary construction servitude are based on the referenced project's design Project and Adopted baseline. Commencing at station 146+12.21 thence an offset to the right a distance of 78.02 feet to a point of beginning (POB) common with this northern right of way of US 61; thence S72°12'42.80" W a distance of 32.00 feet to a point located at station 146+44.21, and offset 78.03 feet; thence N 17°48'18.81" W a distance of 28.00 feet to a point located station 146+44.21, and offset 106.03 feet; thence N 72°12'42.70" E a distance of 32.00 feet to a point located at station 146+12.21, and offset of 106.02 feet; thence S17°48'18.81"E a distance of 28.00 feet to the point of beginning common to the US 61 right of way, containing 0.021 acres or 896 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED IN FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY M.H.I. INVESTMENTS L.L.C., a copy attached hereto and made a part hereof, and the a design plans entitled "US 61 Railroad overpass to LA 50 DOTD project number H.000320", located in FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by M.H.I. Investments, L.L.C. from June Elfer Luck, wife of/and John Luck, Thomas Scott Monsted, and Charles Niels Monsted, III, by Cash Sale of Property, dated May 2, 2017 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 17, 2017 in COB 847, Folio 220, Instrument Number 423877.

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

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) DOLLARS.

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

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

The temporary construction servitude hereby granted shall be for a term of one (1) year at EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

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

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 2-1 shall remain vested in the Grantor.

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

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

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

[Remainder of page intentionally left blank]

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

WITNESSES:

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

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

\_\_\_\_\_  
By: GLEN D. SMITH  
Its: MEMBER

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

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

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

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

WITNESSES:

GRANTEE:  
ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_  
LARRY COCHRAN, PRESIDENT

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

\_\_\_\_\_

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

ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

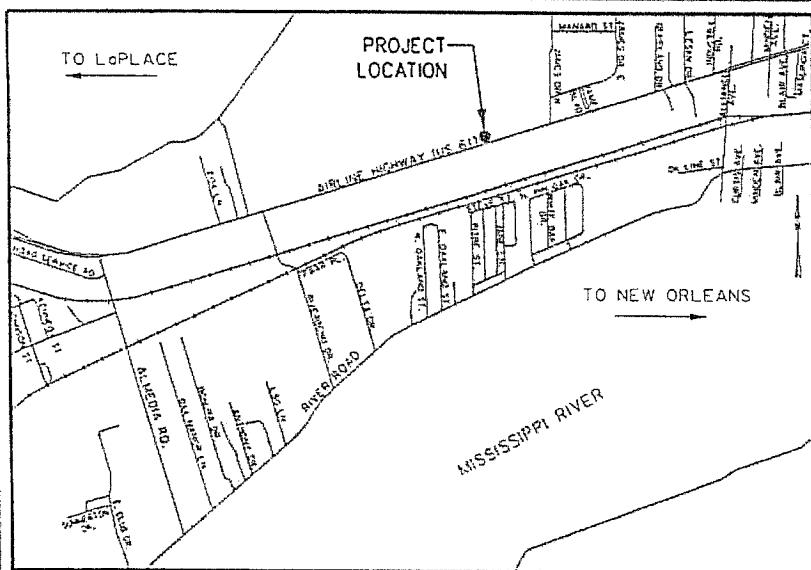
BE IT FURTHER RESOLVED that the said Glen D. Smith or Gary L. Smith is hereby authorized and empowered for and on behalf of this company to Transfer, Sell, Purchase, Borrow against and/or Mortgage any properties or assets of said limited liability company they deem fit and proper in that capacity.

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

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

  
\_\_\_\_\_  
GLEN D. SMITH, MEMBER

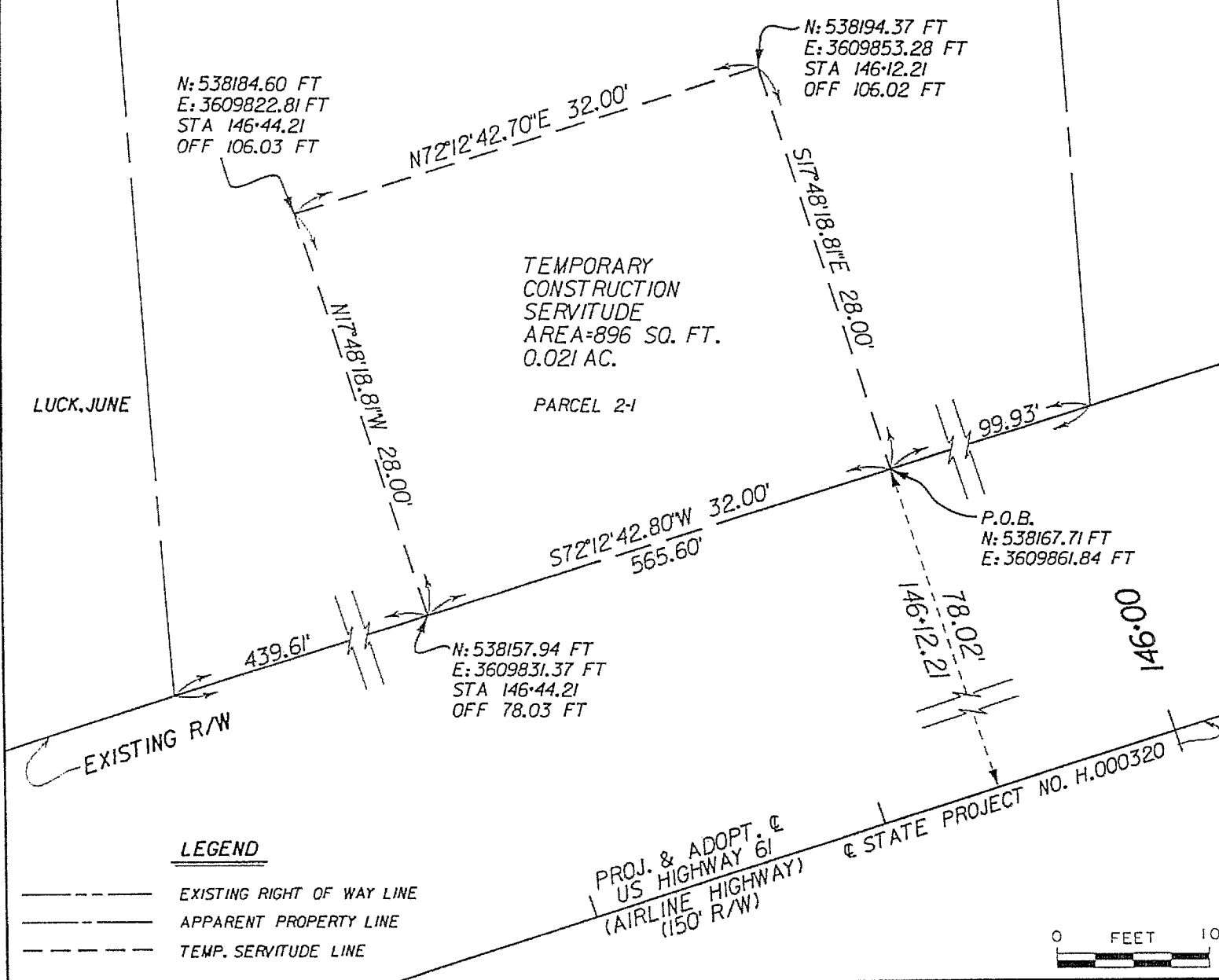
  
\_\_\_\_\_  
GARY L. SMITH, MEMBER



VICINITY MAP  
N.T.S.

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

BMB REAL  
ESTATE, L.L.C.

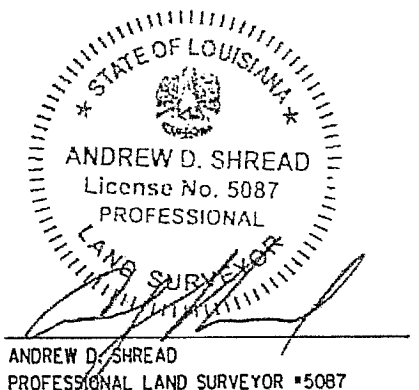


- NOTES:
1. LEGAL DESCRIPTION RECORDED IN ENTRY NO 423877, COB 847, FOLIO 220
  2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO 3601-B-4, BONNET CARRE SPILLWAY-KENNER HWY., ST CHARLES AND JEFFERSON PARISH DATED MARCH 7, 1933
  3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
  4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
  5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY
  6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR L&DOTD STATE PROJECT NO. H.000320

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

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

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





**2018-0332**

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

**ORDINANCE NO. 18-12-7**

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.

**WHEREAS,** sealed bids were received by St. Charles Parish on November 15, 2018 for Road Maintenance 2018; and,

**WHEREAS,** Barowka and Bonura Engineers and Consultants, LLC, Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid and Alternate No. 1, of the Contract be awarded to the low bidder, Barriere Construction Co., LLC, in the amount of \$1,133,673.00.

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

**SECTION I.** That the bid of Barriere Construction Co., LLC, for the construction of St. Charles Parish Project No. P160302-5, Road Maintenance 2018, is hereby approved and accepted, in the amount of \$1,133,673.00.

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

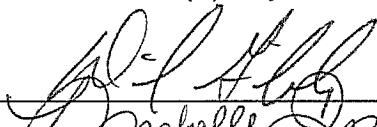
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

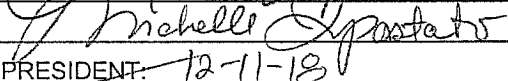
**YEAS:** HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** BENEDETTO, FLETCHER

And the ordinance was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** 

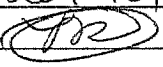
**SECRETARY:** 

**DLVD/PARISH PRESIDENT:** 12-11-18

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

**PARISH PRESIDENT:** 

**RETD/SECRETARY:** December 13, 2018

**AT:** 4:10 pm **RECD BY:** 

## **SECTION 00500**

### **CONTRACT**

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

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

### **ARTICLE 1**

#### **STATEMENT OF WORK**

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner: Road Maintenance 2018, Parish Project No. P160302-5
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Barowka and Bonura Engineers and Consultants, LLC, located at 209 Canal Street, Metairie, Louisiana 70005; (504) 828-0030
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 2018, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Repair and improvements of existing asphalt streets in St. Charles Parish, Louisiana including milling and overlay of asphalt, pavement patching, restoration of streets, placement of shoulder material, and all incidental serves thereto.

### **ARTICLE 2**

#### **ENGINEER**

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

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

### ARTICLE 3

#### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date stated in the Notice to Proceed.

### ARTICLE 4

#### LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### ARTICLE 5

#### CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,133,673.00) One Million One Hundred Thirty Three Thousand Six Hundred Seventy Three Dollars and No Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

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

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

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

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

## ARTICLE 8

### CONTRACT DOCUMENTS

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Number 1 )
- h) Contract documents bearing the general title "Road Maintenance 2018" dated August 2018.
- i) Drawings, consisting of a cover sheet dated N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: "Road Maintenance 2018"
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

## ARTICLE 9

### MISCELLANEOUS

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

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

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

OWNER: Parish of St. Charles

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

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

Title: Parish President

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

Danielle C. Donahoe  
Title: Group Manager

ATTEST:

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

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

ATTEST:

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

Sandra Legendre  
Title: Administrative Assistant

END OF SECTION

**2018-0310**

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

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

**WHEREAS**, the property owner requests rezoning the property from O-L to C-3; and,

**WHEREAS**, the St Charles Parish Department of Planning and Zoning recommended denial of this request; and,

**WHEREAS**, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of November 1, 2018.

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

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

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

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

YEAS: NONE

NAYS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
FISHER-PERRIER

ABSENT: BENEDETTO, FLETCHER

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY  
ON DECEMBER 10, 2018.



2018-0339

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

RESOLUTION NO. 6386

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

**WHEREAS**, in January 2018, St. Charles Parish submitted a Hazard Mitigation Grant Program (HMGP) application requesting the allocated funding in the amount of \$538,486 be applied to the Engineer's Canal Pump Station Capacity Increase Drainage Project, an eligible HMGP project; and,

**WHEREAS**, by way of letter dated December 3, 2018, Mr. Sean Wyatt, Assistant Deputy Director, Hazard Mitigation Assistance Division, Governor's Office of Homeland Security and Emergency Preparedness, advised that the application was approved by FEMA; and,

**WHEREAS**, sufficient funds are included in the Parish's 2018 Budget to fund the non-federal share of said project; and,

**WHEREAS**, the State has prepared the necessary Federally Funded Agreement to provide funding for said project and it is the desire of the Parish Council to approve said agreement.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL**, do hereby approve and authorize the execution of a Federally Funded Agreement between the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness and St. Charles Parish for funding to complete the Engineer's Canal Pump Station Capacity Increase Drainage Project.

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

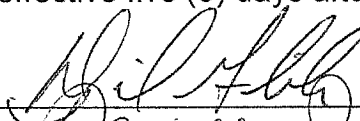
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

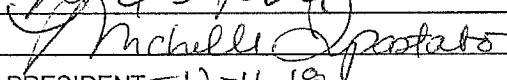
YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
FISHER-PERRIER

NAYS: NONE

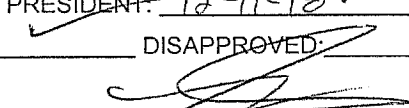
ABSENT: BENEDETTO, FLETCHER

And the resolution was declared adopted this 10th day of December, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: 12-11-18

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

PARISH PRESIDENT: 

RETD/SECRETARY: December 13, 2018

AT: 4:10pm RECD BY: 

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

1.1 Introduction

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

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

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

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

2.3 State

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

3.1 Concept of Agreement

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

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

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

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

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

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

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

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

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

4.1 Summary of Statement of Work

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

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

5.0 Summary of Budget

5.1 Costs per task:

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

5.1.2 Total Cost \$ 997,414.00

5.3 Funding Sources

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

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

6.1 Liability of Parties

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

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

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

7.1 Legal Authorization

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

8.1 Notice and Contact

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

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

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

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

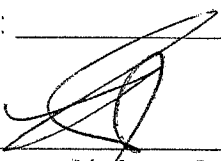
Honorable Larry Cochran  
Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, Louisiana 70057

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

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

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

DATE: \_\_\_\_\_

BY:  \_\_\_\_\_  
Honorable Larry Cochran  
Parish President  
St. Charles Parish

DATE: 12/13/18 \_\_\_\_\_

**2016-0157**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YEAS: HOGAN

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

ABSENT: BENEDETTO, FLETCHER

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY  
ON DECEMBER 10, 2018.