



# St. Charles Parish

## Meeting Agenda

### Parish Council

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

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)

**Monday, April 8, 2019**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

### CALL TO ORDER

### PRAYER / PLEDGE

*Reverend Ivy Williams*  
*Historic Bethlehem Baptist Church, Hahnville*

### APPROVAL OF MINUTES

*Regular Meeting – March 11, 2019*  
*Regular Meeting – March 25, 2019*

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

- 1     [2019-0103](#)     In Recognition: 2018 - 7-Year Old Louisiana Cal Ripken State Champions  
  
      Sponsors:     Mr. Gibbs  
      Attachments:     [2019-0103 7-year old All-Stars](#)
  
- 2     [2019-0104](#)     In Recognition: 2018 - 9-Year Old District I and Louisiana Cal Ripken State Champions  
  
      Sponsors:     Ms. Fletcher  
      Attachments:     [2019-0104 9 year old All-stars](#)
  
- 3     [2019-0105](#)     In Recognition: Vicki Nesting, St. Charles Parish Library  
  
      Sponsors:     Mr. Wilson  
      Attachments:     [2019-0105 Vicki Nesting](#)
  
- 4     [2019-0106](#)     Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"  
  
      Sponsors:     Ms. Clulee  
      Attachments:     [2019-0106 Crawfish Cook-off](#)

- 5     [2019-0107](#)     Proclamation: "Little Red Church Festival Weekend"

**Sponsors:**     Mr. Wilson

**Attachments:**     [2019-0107 Little Red Church](#)

- 6     [2019-0108](#)     Proclamation: "National Public Safety Telecommunicators Week"

**Sponsors:**     Ms. Fisher-Perrier

**Attachments:**     [2019-0108 Telecommunicators Week](#)

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2019-0109](#)     Department of Planning & Zoning/CZM

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, April 22, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville**

*(No items for the regular Agenda)*

## PLANNING AND ZONING PETITIONS

- 7     [2019-0080](#)     An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

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

**Attachments:**     [2019-0080 Recommendation at a Glance \(Sigmon\)](#)  
[2019-0080 03.07.19\\_Minutes\\_Sigmon-Outcast Marine](#)  
[2019-0080 LUR 2019-2-R \(Sigmon-Outcast Marine\)](#)  
[2019-0080 2019-2-R-Lot A Survey](#)  
[2019-0080 2019-2-R-Survey Lot WC-1](#)  
[2019-0080 2019-2-R-AERIAL](#)  
[2019-0080 2019-2-R-ZONING](#)  
[2019-0080 2019-2-R-FLUM](#)  
[2019-0080 2019-2-R-ApplicationP1](#)

**Legislative History**

2/5/19	Department of Planning & Zoning	Received/Assigned PH
3/7/19	Department of Planning & Zoning	Recommended Denial to the Planning Commission

3/7/19	Planning Commission	Recommended Denial to the Parish Council
3/11/19	Parish President	Introduced
3/11/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
3/25/19	Parish Council	Public Hearing Requirements Not Satisfied
	Planning & Zoning Director Michael Albert requested that File No. 2019-0080 be postponed indefinitely and reintroduced for public hearing on April 8, 2019.	
3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
3/25/19	Parish Council	Postponed Indefinitely and Reintroduced
3/25/19	Parish Council	Postponed Indefinitely and Reintroduced

- 25**    [2019-0081](#)    An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

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

**Attachments:**    [2019-0081 Recommendation at a Glance \(Max Co\)](#)  
[2019-0081 03.07.19 Minutes Dufrene-Millennium Fab](#)  
[2019-0081 LUR 2019-3-R \(Max Co.\)](#)  
[2019-0081 2019-3-R-Survey](#)  
[2019-0081 2019-3-R-AERIAL MAP](#)  
[2019-0081 2019-3-R-ZONING MAP](#)  
[2019-0081 2019-3-R-FLUM MAP](#)  
[2019-0081 2019-3-R-ApplicationP1](#)

**Legislative History**

2/5/19	Department of Planning & Zoning	Received/Assigned PH
3/7/19	Department of Planning & Zoning	Recommended Denial to the Planning Commission
3/7/19	Planning Commission	Recommended Denial to the Parish Council
3/11/19	Parish President	Introduced
3/11/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
3/25/19	Parish Council	Public Hearing Requirements Not Satisfied
	Planning & Zoning Director Michael Albert requested that File No. 2019-0081 be postponed indefinitely and reintroduced for public hearing on April 8, 2019.	

3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
3/25/19	Parish Council	Postponed Indefinitely and Reintroduced
3/25/19	Parish Council	Postponed Indefinitely and Reintroduced

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

- 40    [2019-0096](#)    An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a).

**Sponsors:** Mr. Cochran

**Attachments:** [2019-0096 back-up Sec. 2 2. Fees of copies of documents.pdf](#)

### **Legislative History**

3/25/19	Parish President	Introduced
3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 43    [2019-0098](#)    An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of \$1,014,305.00.

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

**Attachments:** [2019-0098 Engineer's Canal Signed Contract.pdf](#)  
[2019-0098 Letter of bid evaluation - Engineers Canal PS Improvements P080502-22A](#)  
[2019-0098 Notice of Intent to Award](#)

### **Legislative History**

3/25/19	Parish President	Introduced
3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 51    [2019-0099](#)    An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for Oak Alley Subdivision.

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

**Attachments:** [2019-0099 Act of Dedication](#)  
[2019-0099 Final Plat 03.22.2019](#)  
[2019-0099 CertAuthority Gary 20180816](#)  
[2019-0099 CertAuthority Glen 20180628](#)  
[2019-0099 supporting documents for Council](#)  
[2019-0099 FeesPaid.pdf](#)

### **Legislative History**



3/25/19	Parish President	Introduced
3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 81**    [2019-0100](#)    An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

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

**Attachments:**    [2019-0100 Contract.pdf](#)

**Legislative History**

3/25/19	Parish President	Introduced
3/25/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## RESOLUTIONS

- 103**    [2019-0101](#)    A resolution in support of construction services guidelines for Esperanza Business Park - Phase II.

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

**Attachments:**    [2019-0101 SCP Construction Services for Esperanza Business Park Phase II](#)

- 105**    [2019-0102](#)    A resolution in opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue.

**Sponsors:**    Ms. Clulee, Ms. Fisher-Perrier, Ms. Benedetto, Mr. Hogan, Mr. Wilson, Mr. Gibbs, Mr. Woodruff, Ms. Bellock and Ms. Fletcher

- 106**    [2019-0069](#)    A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is a luxury and is a mechanism for use in preserving decorum by being turned off during Council debate when deemed necessary by the Council Chairperson.

**Sponsors:**    Mr. Hogan

**Attachments:**    [2019-0069 Failed proposed Reso](#)

*[Per Parish Council Rule 19. – amending the Council Rules must lie over. Final Action Monday, April 22, 2019.]*

**Legislative History**

3/11/19	Council Member(s)	Introduced
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3/11/19	Parish Council	Held Over
	Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.	
3/25/19	Parish Council	Approved
	Reported: Councilman Hogan Recommended: Approval	
	Public comment opened; no public comment	
	Council Discussion	
3/25/19	Parish Council	Failed

## APPOINTMENTS

### [2019-0111](#)

A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.

*On April 22, 2019, Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Karen Raymond. Six (6) year term to begin May 22, 2019 and expire May 22, 2025.*

#### **Legislative History**

5/16/16	Parish Council	Enacted Legislation
	Ms. Karen Raymond appointed to the Hospital Service District No. 1 on May 16, 2016, per Resolution No. 6223	
	Term: May 16, 2016 - May 22, 2019	

### [2019-0112](#)

A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.

*On April 22, 2019, Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Pamela W. Smith. Six (6) year term to begin May 22, 2019 and expire May 22, 2025.*

#### **Legislative History**

5/7/18	Parish Council	Enacted Legislation
	Ms. Pamela W. Smith appointed to the Hospital Service District No. 1 on May 7, 2018, per Resolution No. 6340	
	Term: May 7, 2018 - May 22, 2019	

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

*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 4/10/19, 7PM, Council Chambers*

*PONTCHARTRAIN LEVEE DISTRICT: Monday, 4/15/19, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher*

*BOARD OF ADJUSTMENT (ZBA): Thursday, 4/18/19, 7PM, Council Chambers*

*ST. CHARLES PARISH COUNCIL: Monday, 4/22/19, 6PM, Council Chambers*

**ANNOUNCEMENTS**

*PARISH HOLIDAY: Friday, April 19, 2019 - Good Friday*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

- 107   [2019-0110](#)   St. Charles Parish's obligation regarding maintenance of the Sunset Drainage District Levee per the St. Charles Parish Sunset Drainage District Cooperative Endeavor Agreement and Levee settlement concerns

**Sponsors:**   Mr. Hogan

**Attachments:**   [2019-0110 back up-P. Hogan.pdf](#)

**Accommodations for Disabled**

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.



# St. Charles Parish

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Hahnville, LA 70057  
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[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2019-0103    **Version:** 1    **Name:** In Recognition: 2018 - 7-Year Old Louisiana Cal Ripken State Champions  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** In Recognition: 2018 - 7-Year Old Louisiana Cal Ripken State Champions  
**Sponsors:** John R. 'Dick' Gibbs  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0103 7-year old All-Stars](#)

Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

April 8, 2019

## IN RECOGNITION

**WHEREAS**, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS**, the St. Charles Parish 7-Year Old Boys All-Star Team has excelled in the 2018 All-Star Baseball Season; and,

**WHEREAS**, the St. Charles Parish 7-Year Old Boys All-Stars finished undefeated in the Cal Ripken State Tournament held June 21-23, 2018, in Patterson, Louisiana, allowing them to advance to the Southwest Regional Tournament held July 12-15, 2018, in Semmes, Alabama, where they competed against teams from Alabama, Arkansas, Mississippi, and Oklahoma; and,

**WHEREAS**, members of the Parish Council and the Parish President wish to recognize the outstanding performances of the members of the 2018 St. Charles Parish 7-Year Old Boys All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

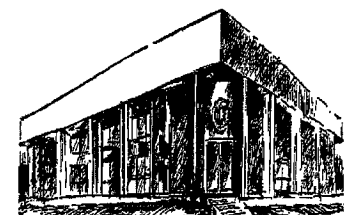
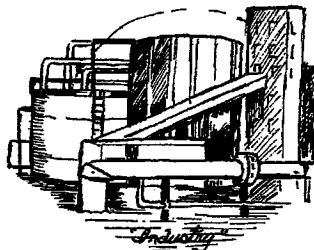
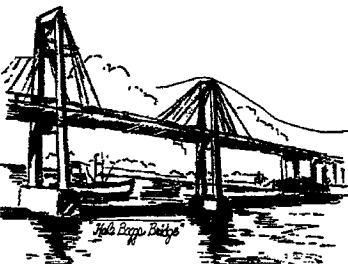
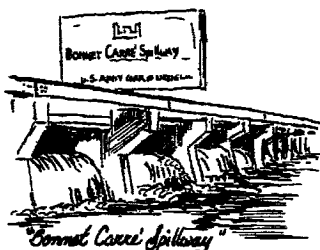
**THE ST. CHARLES PARISH 7-YEAR OLD BOYS ALL-STARS**  
Evan Arellano, Vernon Bailey, Liam Buchanan, Brayden Farrell, Nick Graff, Reece Gregson, Ethan Kuntz, Hayden Larre, Kenny Perrier, Christopher Pitre, Reece Surmik, Aiden Thayer, Peyton Triche

Head Coach: Joseph Larre  
Assistant Coaches: Kenny Perrier, Jarred Farrell,  
and Matt Kuntz

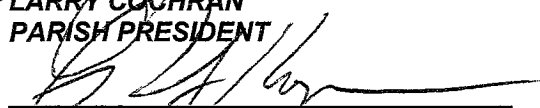
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## 2018 7-YEAR OLD LOUISIANA CAL RIPKEN STATE CHAMPIONS


*"PARISH OF PLENTY"*  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
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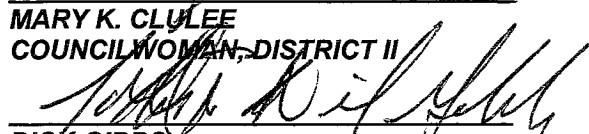


  
LARRY COCHRAN  
PARISH PRESIDENT

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

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
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## Legislation Details

**File #:** 2019-0104    **Version:** 1    **Name:** In Recognition: 2018 - 9-Year Old District I and Louisiana Cal Ripken State Champions

**Type:** Proclamation    **Status:** Special Business

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** In Recognition: 2018 - 9-Year Old District I and Louisiana Cal Ripken State Champions

**Sponsors:** Traci A. Fletcher

**Indexes:**

**Code sections:**

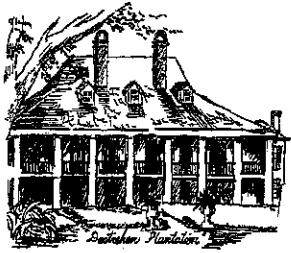
**Attachments:** [2019-0104 9 year old All-stars](#)

Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

April 8, 2019

## IN RECOGNITION



**WHEREAS**, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS**, the St. Charles Parish 9-Year Old Boys All-Star Team has excelled in the 2018 All-Star Baseball Season; and,

**WHEREAS**, the St. Charles Parish 9-Year Old Boys All-Stars finished first in the District Tournament held June 15-17, 2018, in St. Charles Parish, and finished first in the Cal Ripken State Tournament held June 28-July 1, 2018, in Pierre Part, Louisiana, allowing them to advance to the Southwest Regional Tournament held July 11-16, 2018, in Petal, Mississippi, where they finished in third place; and,

**WHEREAS**, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish 9-Year Old Boys All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

**THE ST. CHARLES PARISH 9-YEAR OLD BOYS ALL-STARS**  
DJ Adams, Garrett Acosta, Brayden Babin, Cooper Babin,  
Brock Bourgeois, Carter Burns, Brayden Cortez,  
Colten Diamond, Roman Larre, Brenon Petit, Julian Theriot,  
Trenton Thomas, Charles White

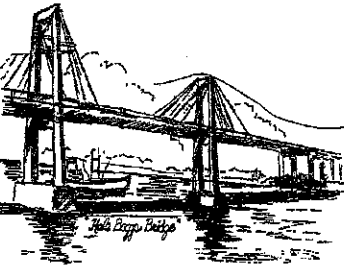
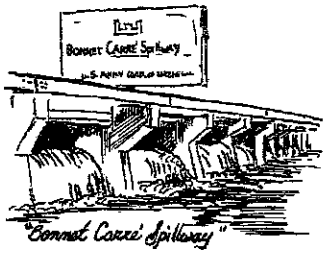
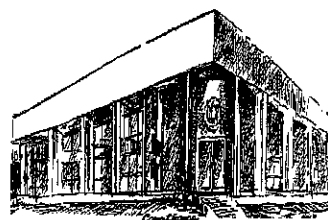
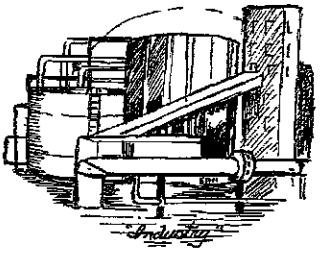
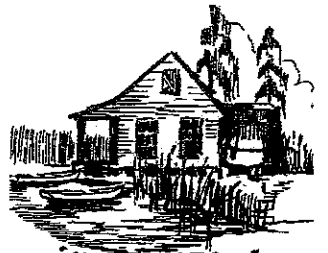
**Head Coach: Thomas Diamond**

**Assistant Coaches: DJ Adams, Barry Acosta  
and Charles White**

as

## 2018 – 9-YEAR OLD DISTRICT I AND LOUISIANA CAL RIPKEN STATE CHAMPIONS

*"PARISH OF PLenty"  
created in 1807 from the county of the  
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## Legislation Details

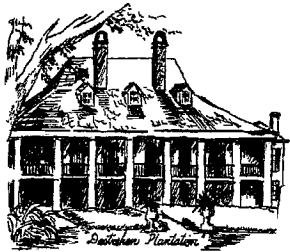
**File #:** 2019-0105    **Version:** 1    **Name:** In Recognition: Vicki Nesting, St. Charles Parish Library  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** In Recognition: Vicki Nesting, St. Charles Parish Library  
**Sponsors:** Terrell D. Wilson  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0105 Vicki Nesting](#)

Date	Ver.	Action By	Action	Result
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# The Parish of St. Charles

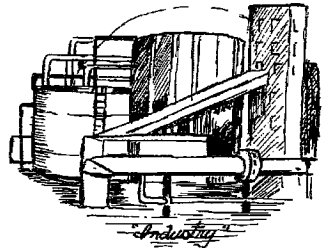
April 8, 2019



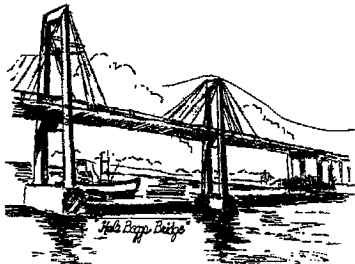
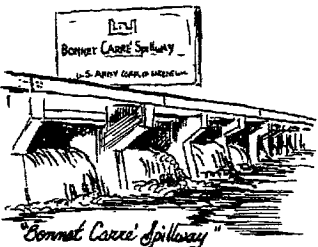
*We, the Members of the  
St. Charles Parish Council  
and the Parish President  
do hereby*



*Recognize and Appreciate  
Your Years of*

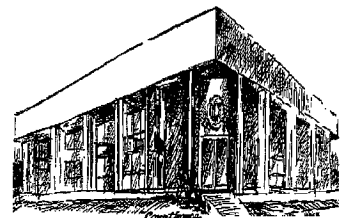


*Dedicated Public Service  
as an Employee of the  
St. Charles Parish Library*




## VICKI NESTING

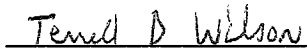
FEBRUARY 7, 2000 – MARCH 29, 2019




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## Legislation Details

**File #:** 2019-0106    **Version:** 1    **Name:** Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"  
**Sponsors:** Mary K. Clulee  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0106 Crawfish Cook-off](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION


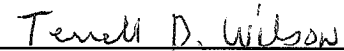
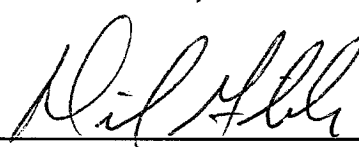

**WHEREAS,** the One Team-One Fight Organization will be holding their 3<sup>rd</sup> annual St. Charles Parish First Responders Crawfish Cook-Off Festival on Saturday, April 20, 2019, from 11:00 am – 5:00 pm, at Monsanto Park in Luling; and,

**WHEREAS,** everyone is invited to come and enjoy a day of delicious crawfish, music, and fun while supporting the first responders of St. Charles Parish.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, APRIL 20, 2019, AS**

## **“ST. CHARLES PARISH FIRST RESPONDERS CRAWFISH COOK-OFF DAY”**

**AND INVITE ALL CITIZENS TO ATTEND AND ENJOY THE FUN AND FESTIVITIES AT MONSANTO PARK, 13001 RIVER ROAD IN LULING.**

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



# St. Charles Parish

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)

## Legislation Details

**File #:** 2019-0107    **Version:** 1    **Name:** Proclamation: "Little Red Church Festival Weekend"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Proclamation: "Little Red Church Festival Weekend"  
**Sponsors:** Terrell D. Wilson  
**Indexes:**  
**Code sections:**  
**Attachments:** [2019-0107 Little Red Church](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** St. Charles Borromeo Catholic Church is hosting their 39<sup>th</sup> annual Little Red Church Food & Fun Festival on May 3 - 5, 2019, at 13396 River Road in Destrehan, Louisiana; and,


**WHEREAS,** The Little Red Church Festival Committee invites everyone to come and enjoy delicious food & beverages, exciting games, amusement park rides, live bands, dancing, pageantry, drum lines & the coronation of Miss Little Red Church.

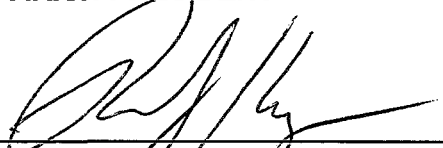
**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 3 - 5, 2019, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S**

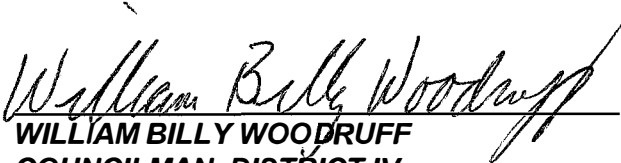
## **"LITTLE RED CHURCH FESTIVAL WEEKEND"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.**

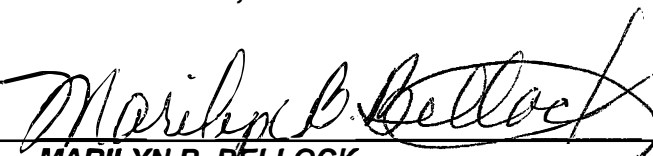
  
LARRY COCHRAN  
PARISH PRESIDENT

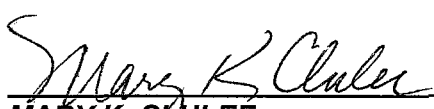
  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

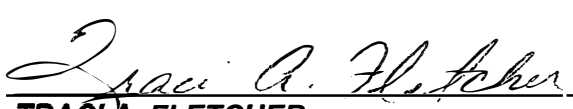
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B


  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV


  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
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COUNCILWOMAN, DISTRICT V

  
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## Legislation Details

**File #:** 2019-0108    **Version:** 1    **Name:** Proclamation: "National Public Safety Telecommunicators Week"

**Type:** Proclamation    **Status:** Special Business

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:** Yes

**Title:** Proclamation: "National Public Safety Telecommunicators Week"

**Sponsors:** Julia Fisher-Perrier

**Indexes:**

**Code sections:**

**Attachments:** [2019-0108 Telecommunicators Week](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their emergency phone calls for police, fire, and medical services and by dispatching the appropriate assistance as quickly as possible; and,

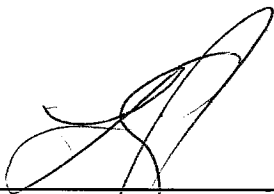
**WHEREAS,** the critical functions performed by professional telecommunicators also include those related to highway safety and maintenance activities, office of emergency preparedness, and other operations performed by federal, state, and local government agencies; and,

**WHEREAS,** professional telecommunicators work to improve the emergency response capabilities of these communications systems through their leadership and participation in training programs and other activities provided by organizations such as the Association of Public-Safety Communications Officials International, Inc., the National Emergency Numbering Association, and the Medical Priority Dispatch System.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF APRIL 14-20, 2019 AS**

### **"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"**

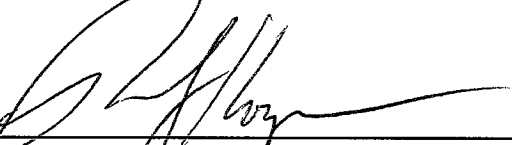
**IN THE PARISH OF ST. CHARLES IN HONOR AND RECOGNITION OF OUR PUBLIC SAFETY TELECOMMUNICATORS AND THE VITAL CONTRIBUTIONS THEY MAKE TO THE SAFETY AND WELL-BEING OF OUR CITIZENS.**



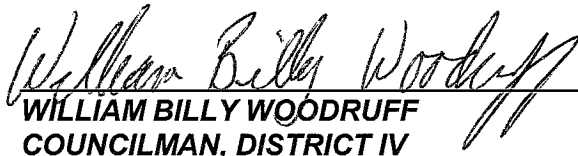
**LARRY COCHRAN**  
PARISH PRESIDENT



**WENDY BENEDETTO**  
COUNCILWOMAN AT LARGE, DIV. A



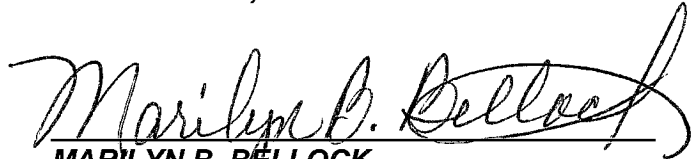
**PAUL J. HOGAN, PE**  
COUNCILMAN AT LARGE, DIV. B



**WILLIAM BILLY WOODRUFF**  
COUNCILMAN, DISTRICT IV



**TERRELL D. WILSON**  
COUNCILMAN, DISTRICT I



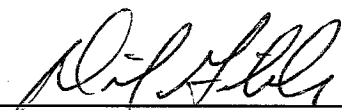
**MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V



**MARY K. CLULEE**  
COUNCILWOMAN, DISTRICT II



**TRACI A. FLETCHER**  
COUNCILWOMAN, DISTRICT VI



**DICK GIBBS**  
COUNCILMAN, DISTRICT III



**JULIA FISHER-PERRIER**  
COUNCILWOMAN, DISTRICT VII



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## Legislation Details

**File #:** 2019-0109    **Version:** 1    **Name:** Department of Planning & Zoning/CZM  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** Department of Planning & Zoning/CZM  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# St. Charles Parish

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## Legislation Details

**File #:** 2019-0080    **Version:** 2    **Name:** R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision  
**Type:** Ordinance    **Status:** Public Hearing  
**File created:** 3/25/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2019-0080 Recommendation at a Glance \(Sigmon\)](#)  
[2019-0080 03.07.19 Minutes Sigmon-Outcast Marine](#)  
[2019-0080 LUR 2019-2-R \(Sigmon-Outcast Marine\)](#)  
[2019-0080 2019-2-R-Lot A Survey](#)  
[2019-0080 2019-2-R-Survey Lot WC-1](#)  
[2019-0080 2019-2-R-AERIAL](#)  
[2019-0080 2019-2-R-ZONING](#)  
[2019-0080 2019-2-R-FLUM](#)  
[2019-0080 2019-2-R-ApplicationP1](#)

Date	Ver.	Action By	Action	Result
3/25/2019	2	Parish Council		
3/25/2019	1	Parish Council		
3/25/2019	2	Parish Council		
3/25/2019	1	Parish Council		
3/11/2019	1	Parish Council		
3/11/2019	1	Parish President	Introduced	
3/7/2019	1	Department of Planning & Zoning	Recommended	Denial
3/7/2019	1	Planning Commission	Recommended	Denial
2/5/2019	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

2019-2-R requested by William Sigmon to change the zoning classification from R-1A(M) and C-2 to C-3 on approximately 34,000 square feet at 16780 Hwy. 90, Des Allemands. Council District 4.

### **Planning Department Recommendation:**

Denial

### **Planning Commission Recommendation:**

Denial

Commissioner Booth: Next item on the agenda 2019-2-R requested by William Sigmon to change the zoning classification from C-2 to C-3 on approximately 34,000 square feet at 16780 Hwy. 90, Des Allemands. Council District 4. Yes Sir.

Mr. Welker: This is a request to rezone 2 separate lots, both which has 2 different zoning districts and used by a single business. The first lot is Lot WC-1, it fronts on Hwy. 90 and is zoned C-2 and is the primary location of the business which is on site, which is Outcast Marine, they provide boat repair services, this portion is zoned C-2 and they are looking to change it to C-3. The other property involved is directly behind it and is part of the business, it is zoned R-1A and they are also looking to change that to C-3 so the entire business site is zoned C-3. The area that comprises Lot WC-1 which is the front lot, this was rezoned from R-1A to C-2 in April 2004. The applicant submitted a companion application for a special permit for a repair shop, this would be the boat repair shop, this was considered compatible to automotive repair and was approved. Shortly after the rezone and special permit were granted the current applicants purchased the property, it was resubdivided to create the current lot and they permitted Outcast Marine with the stipulation that air boats could not run at the site. Another rezone was requested in 2007, this was the change of zoning to C-3, the application was withdrawn from consideration by the Planning Commission at the applicant's request. In 2008 the owners purchased Lot A which is the rear lot which is currently R-1A(M) and part of this rezoning request. This lot has 20 ft. of frontage on Norman Avenue which is its main access point and it also appears to be accessible to the building on the front lot. It's developed with 2 large metal canopies which seem to be for covered storage. We found that the request doesn't meet any of the guidelines for rezoning, we found that the current C-2 zoning allows for reasonable use of the properties and the current use was permitted with a rezoning of C-2 and associated special permit. The area consists mostly of single family residences unlike several other portions of Hwy. 90 which is primarily C-2 or C-3, most of this has remained residential and the uses reflect that. We found that there is a history of rezoning that have been attempted along this stretch of Hwy. 90 and they've only gone as far as C-2 when usually the request is for C-3 it hasn't been supported either by the department or the commission or the council, it's always stopped at C-2, so based on that and C-3 uses not really being compatible with the largely residential makeup of the area and the limitations of C-2, it doesn't meet any of the criteria for rezoning and the department does recommend denial.

Commissioner Booth: Ok. Thank you Sir, this is a public hearing for 2019-2-R a reclassification from C-2 to C-3 at 16780 Hwy. 90, Des Allemands, anyone here to speak for or against this particular matter? Yes Sir, please step forward, state your name and address for the record please?

Yes Sir, it's William Sigmon, 16780 Hwy. 90, Des Allemands. Pretty much looking to rezone to get out of the special permit because we would like to further improve the business and like to grow it but on the other hand we don't want to have the carrot in front of our face with we're having trouble with our neighbor and he can pretty much call at any time and we don't want to have our permit pulled and shut us down just because he feels like it or whatever, so we've been spending more time lately with him and Paul Hogan dealing with trying to shut me down than actually doing business. So we didn't know any other way to go about it than to just go to C-3 and everything would be fine. So I don't know of any way with C-2 without a special permit or whatever but we've been doing business there for, I don't know, since '05 without any issues except for the 1 complaint and it's getting old.

Commissioner Booth: Yes Sir.

Mr. Sigmon: I don't know what else to say, I guess yall will see it very shortly.

Commissioner Booth: Thank you Sir. Anyone else here to speak for or against this particular issue please step forward. Please state your name and address for the record.

My name is Alvin Meyer, Jr. I live at 16760 Hwy. 90 in Des Allemands. I'd like to make a note of what he just said, I am not trying to shut him down. I would not attempt to, but there has been some issues only with the airboat situation that could cause some problems in the neighborhood, but I'm just going to read what I have written right here. I own and live on property next to 16780 Hwy. 90. Part of that property he wants to rezone goes deep into the neighborhood section. We are opposed to this property being rezoned to C-3, this amounts to spot zoning as there is no C-3 zones in any of the residential neighborhoods from J.B. Green Street west to the business district in Des Allemands. The few commercial properties in this section are all zoned C-2. Some attempts were made in the past to rezone to C-3 but they were all denied. The issues possibly with C-3 zoning allows for changes for ownership in the future to create entirely different business. Specifically according to regulations those could include

barrooms, nightclubs, lounges and manufacturing. All these would greatly affect the surrounding neighborhood. Once given a C-3 classification there would be very little a resident could do to object to these problems that naturally arise from these types of business. Our surrounding neighborhood has had a bar that tried to open under the C-2, it was not successful, however the C-3 zoning request currently granted here could result in that bar again trying to reopen. The property at 16780 that is now zoned C-2 has a stipulation that airboats cannot be run, if C-3 zoning is allowed this stipulation is no longer in effect, airboats can then be run on the property. Airboats are very loud, they cannot be run quietly, most of us have heard them being used in our wetlands and bayous and they can be heard miles away. Imagine them being started up and ran in your neighborhood while being worked on. No one who signed this petition wants this to become a reality that they have to deal with. Residents signed this petition in objection to C-3 zoning change. A neighborhood should be a peaceful place to live and raise children. A C-2 zoned business is a better fit in our neighborhood. Again as stated, C-3 property has the potential vastly changing business affecting the surrounding properties of nearby families. Please consider these residents when making your decision and also I would like to say I would never try and shut him down. He's been there since 2004, I owned the lot, I rezoned it for him, I've been knowing him a long time and technically I could not shut him down, I think that's an impossibility, it would take years to go through legal because they can't shut down barrooms in New Orleans, they'd get a lot of trouble, it's a matter of issues and years so 1 person, Paul Hogan and I can't do it and there's no attempt, it's just once you give a C-3, it don't ever come off and people don't live forever, people retire, they move away, businesses change, the business next to him is in the 3<sup>rd</sup> ownership, so you don't ever know what's going to come there. He may be there 20 years, he may be there 1 year, and that C-3 whoever wants to come in really we can't stop it then. So I appreciate it and I hope yall can make yall decision considering the neighborhood itself. Thank you.

Commissioner Booth: Thank you Sir. Anyone else here to speak for or against? State your name and address for the record please.

My name is Ryan Dufrene, 105 Choctaw Drive, Luling. I actually own the business adjacent to Mr. Sigmon. In the past couple of years I've noticed there's been a lot of police phone calls coming into our properties for vehicles being parked on the side of the road and cars being parked on the side of the road and that kind of stuff. We both have businesses, Will has boats, we have trailers and trucks, we load stuff out. We have to have access to the side roads so that we can safely get our trucks and trailers and stuff within the boundaries of our property. I know for a fact, I can't say that I know for a fact that he's the one calling but I do know that we've been reprimanded several times for leaving a vehicle parked on the side of the road for a very short time just to unload. It's becoming an issue, I believe I'm on the agenda tonight as well, we were moved to go to C-3 as well with Will, we thought it would be easier for both of us to get the C-3 zone and that's all I have to say.

Commissioner Booth: Thank you Sir, anyone else here to speak for or against this particular issue? Yes Sir. State your name and address please Sir.

Cory Dufrene, 218 Matherne, Bayou Gauche, Des Allemands. That's my brother, we're partners in the business next door to Will, we're there all day long. I'm here to comment on the noise issue, we don't see any ridiculous, loud noises coming from there. I mean, he works on boats, you have to start a boat here and there but it's not like it's real loud or anything. I second what my brother said, we have issues where we park a trailer right close between the ditch and the highway, we park a trailer right along the ditch which is not blocking anybody's view but the police come and make us move it and stuff like that, we'd like to get that to stop, but that's pretty much it, I just second what my brother said and the noise issue to me is not even an issue.

Commissioner Frangella: I got a question for you right now, it's not a noise issue but if it started using airboats do you think it may be an issue?

Mr. Dufrene: I don't know, I don't think he's going to be like an airboat mechanic, I see an airboat there once in a while. If he work on something you got to crank it up for a second, you have an airboat, it's loud, you start the airboat, it's like a car, like a truck I guess. If he's working on an airboat, you don't drive to the bayou to see if it starts, you work on an airboat you start it, it starts and then you can go test drive. Obviously I wouldn't want anyone running and revving their airboat next to my house for sure, but I don't think that's something he's trying to do.

Commissioner Galliano: What are yall business hours, hours of operation?

Mr. Dufrene: Probably 6 am to 5:30 at the most, unless we got some emergency stuff and we work at night but it's not too often.

Commissioner Frangella: So that's Monday-Friday or weekends too?

Mr. Dufrene: Monday-Thursday we try but Friday's sometimes, we work on weekends if we have to but it's not very often.

Commissioner Booth: Thank you Sir.

Mr. Dufrene: Thanks.

Commissioner Booth: Anyone else to speak for or against? State your name again.

William Sigmon. First of all I want to let you know we don't work on airboats. So the one time we worked on an airboat was for one of the hurricanes so it was a national disaster and that was the Sheriff's Department, they brought it in there, they started it up, he complained and that was to save people in Ormond so I did what I had to do to fix it so they could go back to saving lives. Recently one of my good friends just brought an airboat over, didn't even run it at the facility because I'm not there to make noise, my family lives there so what does he do on the way back to the pasture to run the airboat he stops me, confronts me, says I'm not supposed to work on it so I told him I could work on whatever I want I just can't run it, he's like no that's not it, so he says I need to contact him and get approval first to see if it's okay with him if I can work on it, that's the kind of stuff that we're dealing with. We're not running airboats, I live there, my kids live there, so I'm not looking to do anything out of the norm and as far as barrooms and everything it still has to get through yall, Planning and Zoning to get approved. So I'm not looking to do anything than what we're doing today.

Commissioner Booth: So if we rezone this and put a stipulation that there are no airboats there, there wouldn't be a problem for you?

Mr. Sigmon: No it wouldn't be a problem but it's not fixing the problem because he's still, whether one shows up or somebody pulls up on the side of the road to get a part for their not airboat but outboard he's automatically assuming that we're working on it just because something pulls up in the driveway it don't mean that I'm working on it. My business is not airboats, it's outboard.

Commissioner Booth: If we stipulate no airboats would be powered up or run on the property.

Mr. Sigmon: I have no complaint with that but we have outboards today that have the same exact engine that's in an airboat and that gets run and it's not making any noise, that's the only thing I don't want to have to video it every time I start up an outboard.

Commissioner Booth: Yes Sir, Ms. Stein.

Ms. Stein: I just wanted to point out the report says the department does feel that the correct way to proceed with these businesses is to keep them at their C-2 zoning which does allow us to put stipulations on them because it requires a special permit. The zoning will not allow stipulations. A change of zoning district to C-3 is a change of zoning district to C-3 which would allow automotive repair, we would consider boat repair comparable and there would be no restrictions on what they could start up. So the businesses exist now with C-2 zoning and a special permit.

Commissioner Frangella: But the stipulation is for a barroom it would have to come back for a special permit for it to be approved.

Ms. Stein: In the C-3 zoning district a barroom does require a special permit approved not only by the Planning Commission but also the Parish Council.

Commissioner Booth: Ok. Anyone else to speak for or against? State your name and address please Sir.

Billy Woodruff, 615 Down the Bayou Road, District 4 Councilman. I'd like to see both of these businesses expand. The C-3 zoning would give them the chance to expand and know that when you expand like that it creates jobs. These people as their business grows, they add on more people and I would like to think that we encourage business rather than discourage business. Any time you're hiring more people, local people, that's a good thing, you're getting local people back to work, their getting good jobs and all. I actually went for a walk through the neighborhood, knocked on a couple of doors and I asked the people that live around there is

there a problem with noise and they all told me no. I asked them if they would have problem with them expanding their business they said not a bit. So I ask for your consideration in changing to C-3. Thank you.

Commissioner Booth: Yes Sir, thank you. Yes Sir. State your name again please Sir.

My name is Alvin Meyer, Jr. I do not want to get into he said he said so all I can tell you is we have the petition, I went down to the neighborhood, we're concerned about potential issues in the future, working on airboats is fine and I have it recorded when he ran the airboat a while back and I asked him if he was running an airboat and he said he had to run it a couple of more times and then he was finished, I said that was fine. I didn't remember exactly what we had on the stipulation so I went talked to Mr. Earl about it and he told me he's not supposed to do it, if I would file a written complaint it would have to go to the legal department, I did not do that, I do not want to hurt his business, I didn't want to shut him down but I didn't want the C-3 in my neighborhood and all those 50-60 people agree we do not need future problems with the C-3. Yes they can expand their business, they can expand it in C-2, they can do just about everything they want except maybe manufacturing boats, I'm not sure about all that but he's been in business since 2004, he's full time, at one time he was part time and now he's full time so we don't need more issues, our neighborhood is basically residential. Both of these people 20 years from now may not be around and there will be other businesses that could be worse for the neighborhood. Right now that is compatible for the neighborhood and surrounding neighborhood. They can say what they want an airboat is not an outboard engine. When you crank that baby up, you're going to hear it and I don't care how far you are in that neighborhood. He may never work on them, he don't have to work on them, he's got a good enough business with the boats, that was just for protection for my father in law who lives about 20 ft. from his property. My father in law died, technically he wants to run one once in a while, talk to me, I don't have a big issue with that but I wouldn't want that worked on every day and running every day and the neighbors don't want it. If all of them could come here and say the same thing they would. The parking issue cannot be solved, it's dead weight, the state don't care how they park, they can use the highway shoulder, they can use the right of way, sometimes they can park as much as they want, they're really not concerned about it anymore so it doesn't look good for the neighborhood but I let it go so what yall go ahead and park. I did not call the cops on them, it doesn't affect me getting out of my driveway, other people on the other 2 streets, they may have. I'm not going to call the cops on them every time they have a car on the road, it's impossible to do that. Thank you.

Commissioner Booth: Thank you Sir. Anyone else here to speak for or against this issue? Hearing none, the public hearing is closed, any questions or comments from the Commission? Yes Sir.

Commissioner Granier: Can you sum up the differences the C-2 and C-3 would mean for them? I'm a little confused I guess.

Ms. Stein: The permitted uses, the permitted activities on the property, the things that they can do on the property increase the number of things and the intensity of the things. In terms of building, with the exception of building out the rear where the canopies are, this portion of property is currently zoned R-1A(M). When know when Outcast Marine purchased it, we're not sure when they put the canopies up on this little piece here, the access goes between two different residences so rezoning this portion to C-3 would allow the activities and things that happen currently up here in the red to move back into the yellow, but in terms of building more things frankly I cannot imagine where they would put anything else in terms of a structure.

Commissioner Granier: So it was said that going to C-3 would help the business grow. What going to C-3 would help grow that can't do to C-2? That's what I'm a little confused on.

Commissioner Booth: If you're going to speak you'll have to come to the mic so we can have this on record. Your name again.

William Sigmon: The part with growing is right now we want to invest in our business, that's pretty much my retirement. So to put money into it I don't want to have a special permit or something special that something can happen in the parish, someone can dislike us or whatever and cause problems and then we wind up getting our business license pulled from us. So all we're looking to be able to do is basically protect ourselves so we don't get shut down because this is my only job and this is my life. We're not looking to change anything except just be more secure at night, that's it.

Commissioner Frangella: I'm kind of a little confused with that also because if you're abiding by that special permit it's never going to be taken away.

Mr. Sigmon: Not according to what we've been told. And just like he said if you would just come ask me to run something, I know I can't run an airboat, so I don't need that but if I start up a boat motor and he's having a bad day I don't need somebody else hounding me and they're always taking away, we're spending more time fighting to stay open right now than actually getting work done, so that's what I'm trying to relieve because it's not worth keeping up with all of this basically because you can't get any work done. It is what it is.

Commissioner Frangella: So it's by police coming there, is it Planning and Zoning or is there documentation?

Mr. Sigmon: Police, Planning and Zoning, I mean it's pretty much everybody. We went talk to all the surrounding neighbors, they never heard us, they don't have any complaints. The only one complaint is the guy here today, the people that live right door to door where my window meets their window, none of them have anything to say, they don't have anything to complain. If you want a petition with 100 people saying they want the business, we can get that just as well but whenever we ask the people that surround us, who the letters went out not one person had a problem with it. We're just trying to sleep at night knowing somebody is just going to flip the light switch and then we're shut down after we've hired people or tried to invest in our business, that's all.

Commissioner Booth: Ok. Thank you Sir.

Commissioner Galliano: So you're looking to get C-3 basically as an insurance policy to keep your business open.

Mr. Sigmon: Yes or C-2 without, I don't know how it goes, C-2 you can't have a mechanic shop there so I guess that's why I have a special permit.

Commissioner Galliano: I know you have a very successful outboard motor business, so airboat is not in your future at all.

Mr. Sigmon: No.

Commissioner Galliano: I don't think he has a problem with you occasionally working on an airboat and your business hours are normal business hours, I mean you shut down at 5:30 it's not like you're working on stuff at 10:00 at night.

Mr. Sigmon: Even if I work at night I know better than to run a motor. I live there, my kids live there so I'm not going to wake them up by doing something like that, we live there.

Commissioner Booth: Any other comments or questions?

Commissioner Granier: What have the complaints been? Has there been anything filed with Planning and Zoning?

Ms. Stein: I think Mr. Meyer may have come in and spoke to people on staff but that didn't result in a complaint that was lodged or logged into the database.

Mr. Sigmon: We've been harassed by the state, by Planning and Zoning.

Commissioner Granier: By state who?

Mr. Sigmon: State DOTD because a boat, big boat, if you pass by you can see, the guys were parked on the shoulder of the road coming to see where they need to go, block traffic, back them down to try to get them in safely. Somebody didn't like that because it was an eyesore so they kept calling DOTD, state came out. So we're trying to improve all of this stuff and that's why we were trying to include the back so if we could park in the back or move more boats just in the back and use it for storage basically then we could relieve more stuff in the front to make more parking for bigger things and stuff like that. It's been weekly every month something has been coming up with Planning and Zoning, state, all that stuff, it's getting very old.

Commissioner Frangella: Would that solve the issue of changing the R-1A(M) to C-2?

Mr. Sigmon: Yes because now state says it's over with, it's done.

Commissioner Frangella: I said C-2 not C-3 because you're still going to have the complaints if you do that with the boat and you block the road and all of that, it doesn't change with zoning, it has nothing to do with your zoning and what you're doing, it's about obstructing the highway.

Mr. Sigmon: That's right, we're nitpicking right now so it goes from that to oh you don't have the right parking, oh you need this, oh you need that, I'm just giving you an example.

Commissioner Frangella: So how does C-3 change that about parking and interfering with Hwy. 90?

Mr. Sigmon: The only thing we can say with parking is we're going to try to put more stuff in the back.

Commissioner Frangella: That's what I'm saying, if you just change the rest of it to C-2 that would allow you to park back there without having to change it to C-3.

Mr. Sigmon: Alright can you get rid of the special permit?

Commissioner Frangella: No

Mr. Sigmon: Well then that's why I want C-3 because you can still come in and say oh you ran an airboat and come in and shut me down so I don't want to keep investing money into my business whenever you can pull the plug.

Commissioner Granier: But you said you weren't going to do airboats, that's why I'm

Mr. Sigmon: We're not. What I'm trying to say is if I'm running something and he says oh it's an airboat, he's having a bad day, I don't work on airboats so that's what I'm trying to get at. I don't know where all of this is coming from, if yall pass in front of my place yall will see I don't work on airboats.

Commissioner Frangella: How long has the special permit been in effect?

Mr. Sigmon: Since '04, '05 something like that.

Commissioner Frangella: Ok. So fourteen years and you've never come before us or never had anything posted from Planning and Zoning on your business in violation of the special permit correct? It's been here say this and that. Ok.

Commissioner Booth: Ok. Thank you Sir. Any other questions or comments? Call for the vote.

YEAS: Gordon, Booth, Galliano

NAYS: Granier, Frangella

ABSENT: Petit, Richard

Commissioner Booth: That fails, it did not get enough votes to pass. This will go before the Council, you can plead your case before them.

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St. Charles Parish  
Department of Planning & Zoning

LAND USE REPORT  
CASE NUMBER: 2019-2-R

GENERAL INFORMATION

- ◆ Name/Address of Applicant

Application Date: 2/5/19

William Sigmon  
Outcast Marine, Inc  
16780 Hwy. 90  
Des Allemands, LA 70030  
(985)-758-6044; outcastmarinela@gmail.com
- ◆ Location of Site

Lots WC-1 and A, Block 55A, Coteau de France; 16780 Hwy. 90, Des Allemands
- ◆ Requested Action

Rezoning of Lots WC-1 and A from R-1A(M) and C-2, General Commercial to C-3, Highway Commercial

SITE INFORMATION

- ◆ Size of Parcel

Lot WC-1 is 20,016 square feet, 100.08 feet wide on Highway 90.  
  
Lot A is 15,827 square feet, and has 20 feet of frontage on Norman Avenue.
- ◆ Current Zoning and Land Use

Lot WC-1 is zoned C-2 and is developed with Outcast Marine, a boat repair shop. The zoning was changed from R-1A to C-2 in 2004 by ordinance No. 04-4-13 (PZR-2004-06). A special permit use application (PZSPU-2004-04) was submitted and approved concurrently with the above rezoning. Both the rezoning and special permit was for the purpose of permitting the existing boat repair shop.  
  
Lot A is zoned R-1A(M) and has two structures used for covered storage.
- ◆ Surrounding Zoning and Land Use

R-1A(M) zoning abuts each side and rear; zoning across Highway 90 is R-1A; C-2 zoning is adjacent to the Norman Avenue side.  
  
Single-family residences, both site-built and manufactured homes are located adjacent on each side, to the rear, and to the front across Highway 90; a fabrication shop is adjacent to the Norman Avenue side.
- ◆ Future Land Use Recommendation

General Commercial: Includes sites for commercial uses that provide a mix of business activities and that serve the community as a whole. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. In general, this designation applies to most commercial uses that are permitted in the C-2 (General Commercial–Retail) and all of the uses permitted in the C-3 (Highway Commercial) zoning districts.  
  
Moderate Density Residential: (8 dwellings per gross acre and greater) This category includes single family detached dwellings developed consistent with the R-1AM zoning district; attached dwellings such as duplexes, patio / zero-lot line homes and townhomes consistent with the R-2 zoning district; multifamily housing developed consistent with the R-3 zoning district; and accessory units. Neighborhood-serving uses such as parks, churches, easements and ancillary neighborhood commercial uses permitted under the CR-1 zoning district or permitted subject to special exceptions or special permits.

◆ **Traffic Access**

Lot WC-1 has 100 feet of frontage on Highway. 90.

Lot A is an irregularly flag-shaped lot with 20 feet of frontage on Norman Avenue. It is also accessible through the building on adjacent lot WC-1.

◆ **Utilities**

Representatives of Public Works & Wastewater and Waterworks indicate existing utilities in the area can accommodate C-3 uses.

<b>APPLICABLE REGULATIONS</b>
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**[IV.] C-3. Highway commercial district—Wholesale and retail sales:**

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

- a. Where any commercial use in a C-3 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater or lesser buffer strip.

[V.] Prohibited use: Medical waste storage, treatment or disposal facilities.

#### **Appendix A. Section XV. - Amendment procedure**

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

1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.
2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property. One or more of following examples may be used in evaluating reasonableness:
  - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. *Rezoning approval criteria:* Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map. and
2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

#### **REZONING GUIDELINE EVALUATION**

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

1. *The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.* Plan 2030 recommends *General Commercial* on Lot WC-1, which provides for commercial uses permitted in the C-2 and C-3 districts, and *Moderate Density Residential* on Lot A, which provides for residential uses of varying density and neighborhood commercial uses typical for the CR-1 zoning district. A change to C-3 zoning on Lot WC-1 would not conflict with the Future Land Use recommendations of the Comprehensive Plan; however, a change to C-3 on Lot A would.

Considering both lots together, the request is for a spot zone that is incompatible with existing, abutting residential uses. Permitting C-3 uses by right would extend privileges to this property that other lots in the area do not have. **The request fails the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property.* The majority of lots fronting Highway 90 from JB Green Road to the Old Highway 90 split are in single-family residential use and have been for many years. Ten lots on that span of Highway 90 are zoned C-2 and of those, seven (7) appear to be in residential use in spite of the C-2 zoning. With over 330 households in the area between J B Green Road and Wenger Road, the C-2 zoning reasonably permits neighborhood commercial uses that could support the neighborhood. The current C-2 zoning does not prevent reasonable use of the property. **The request fails the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.* Representatives from Waterworks and Public Works & Wastewater indicated utilities exist to adequately serve the site and the uses permitted in the C-3 zoning district. However, the site is congested with boats in the parking area and front yard which have displaced employee parking and often impedes the driveways. The site is difficult to access safely for customers, employees, delivery trucks, and service providers. C-3 zoning would allow more intense use of the property which may affect traffic circulation. The current C-2 zoning along with the confines of the Special Permit Use process ensure that neighborhood compatibility is maintained through the applicant's proposed expansion efforts as stated in their application. This is especially relevant considering the layout of the properties and their proximity to existing residential homes.

A C-3 spot zone would be incompatible with the existing neighborhood which is largely residential even along Highway 90. **The request fails the third criteria.**

**ANALYSIS**

The applicant requests a change of zoning from C-2, General Commercial and R-1A(M), Single Family Residential-Mobile/Manufactured Homes to C-3, Highway Commercial on two lots (WC-1 and A), a total area of approximately 35,443 square feet. The lot fronting Highway 90 is developed with an approximately 6,800 square foot building and concreted front for Outcast Marine; the lot accessible from Norman Avenue is developed with a gravel drive that passes between two dwellings and curves to reach the backyard of the Outcast Marine site developed with two large canopies providing covered storage.

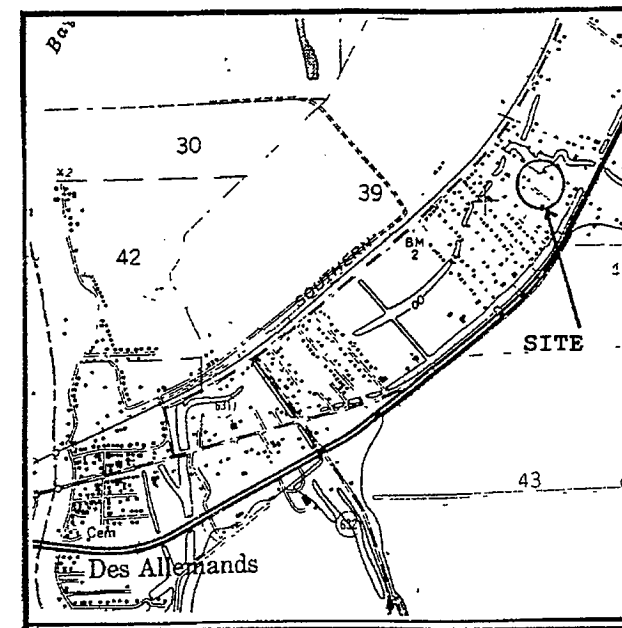
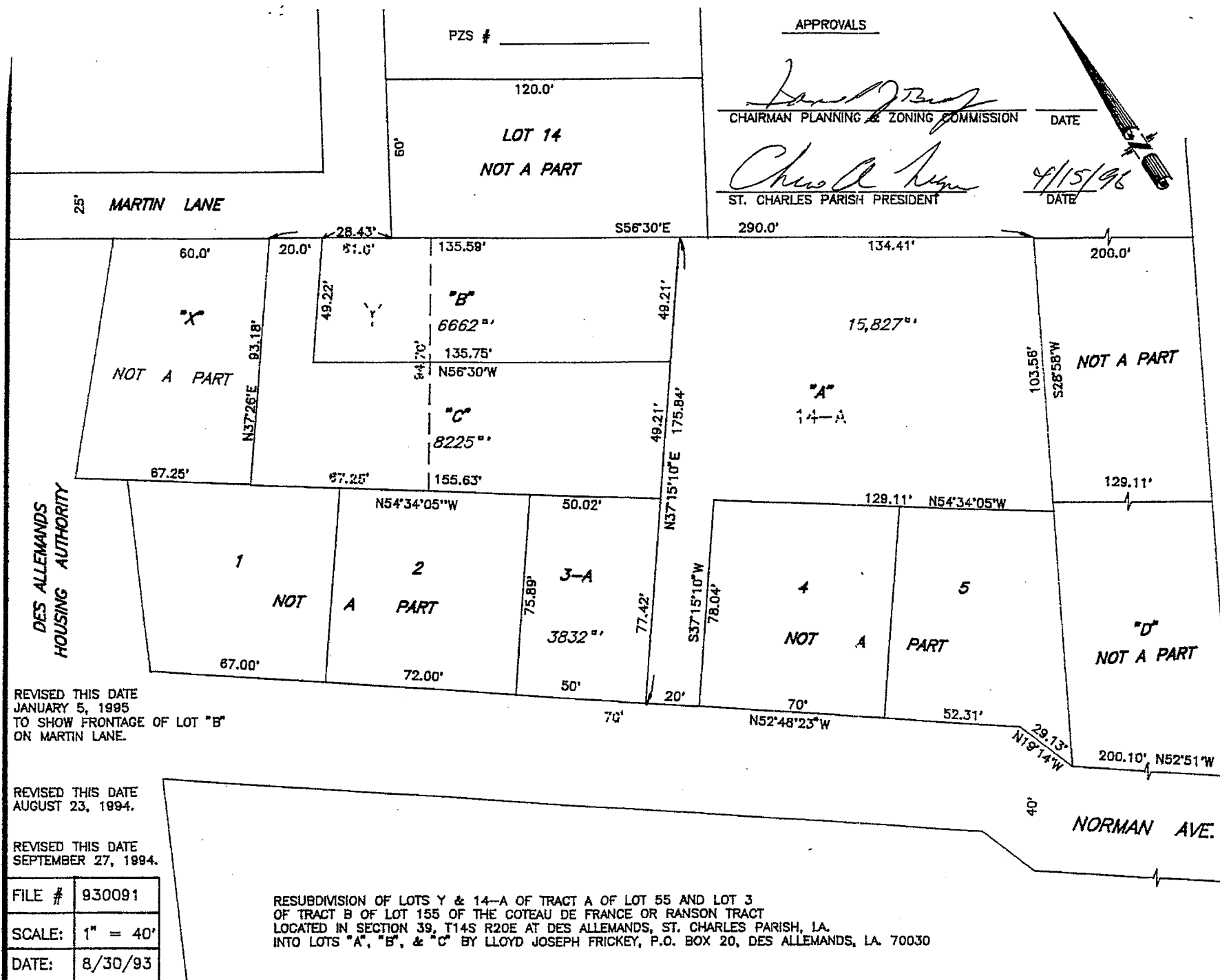
The area that comprises Lot WC-1, the front lot, was rezoned from R-1A to C-2 in April 2004. The applicant submitted a companion application for a Special Permit for a repair shop—for boats. This was considered comparable to automotive repair and was approved. Shortly after the rezone and Special Permit were granted, the current applicants purchased the property, resubdivided it into Lot WC-1 and permitted the existing building (PZS 2005-34 and permit 18344). They began operating Outcast Marine with the stipulation that airboats could not run at the site. They requested a rezone to C-3 in 2007, which was withdrawn from consideration by the Planning Commission (PZR 2007-16) at the applicant's request. In 2008, the owners purchased Lot A, the flag-shaped lot with 20 feet of frontage on Norman Avenue. There are two large metal canopies on Lot A (R-1AM) today.

The request does not meet any of the guidelines for rezoning. The current C-2 zoning allows for reasonable use of Lot WC-1 and R-1AM zoning allows for reasonable use of Lot A. Rezoning to C-3 would permit uses that are not compatible with the existing neighborhood. This area is largely single-family residential, with some C-2 zoning to provide neighborhood services. While the uses permitted in the C-3 zoning district would not overburden utilities, the current use of the lot causes congestion that prevents safe circulation of vehicles and pedestrians on and around the site. C-3 uses would be incompatible with the development pattern in the surrounding neighborhood. The current C-2 zoning along with the conditions of the Special Permit Use process provide more appropriate protections to the neighborhood than the by-right uses of the C-3 zoning.

If approved, an update to the future land use map is not required as the site is less than three (3) acres.

**DEPARTMENT RECOMMENDATION**

**Denial, due to not meeting any of the three rezoning criteria**



VICINITY MAP  
SCALE: 1" = 2000'

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon is not in a special flood hazard area. The property lies in a Zone X as per sheet 175 of said maps, having an effective date of June 16, 1992.

This Plat is made in accordance with Louisiana RS 33:5050, et, seq. and all regulations governing platting.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA  
"MINIMUM STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS" FOR A CLASS "C" SURVEY, MADE AT  
THE REQUEST OF: L.J. FRICKEY, JR.

AP Bernard  
SURVEYOR

Prepared by the office of  
R.P. BERNARD  
St. Charles Parish, La.

APPROVED:

*Albert D. Laguerre* 3/14/2005  
PARISH PRESIDENT DATE

*Philip A. Rayburn* 3/14/2005  
DIRECTOR, DEPT. OF PLANNING AND ZONING DATE

**LEGEND:**

- #4 IRON ROD FOUND
- 3/4" IRON PIPE FOUND
- POWER POLE
- POWER LINE

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF LOT D, E & F OF LOT 55 OF THE "COTEAU DE FRANCE" OR RANSON TRACT PER A SURVEY BY E.M. COLLIER DATED 11/13/1957 INTO A LOT HEREIN DESIGNATED AS LOT WC-1 OF LOT 55 OF THE "COTEAU DE FRANCE" OR RANSON TRACT SITUATED IN SECTION 39, T-14-S, R-20-E, near DES ALLEMANDS, ST. CHARLES PARISH, LOUISIANA.

**DATE:** MARCH 3, 2005

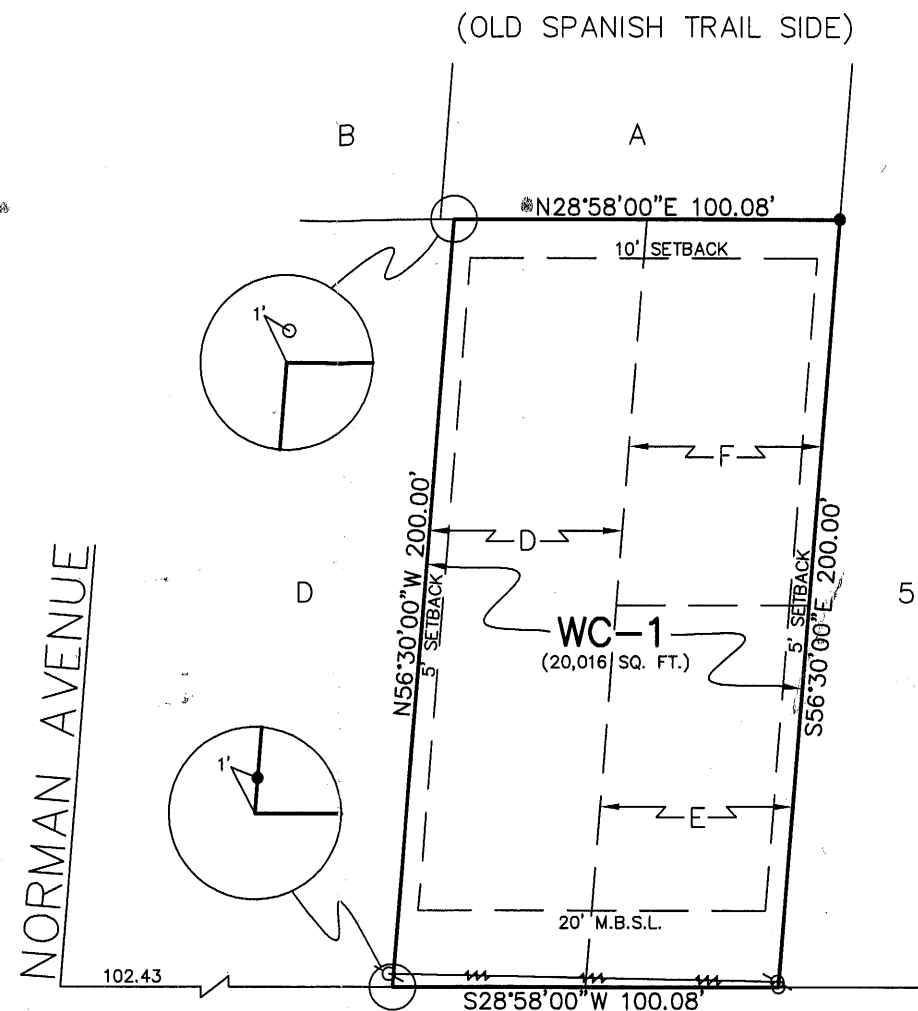
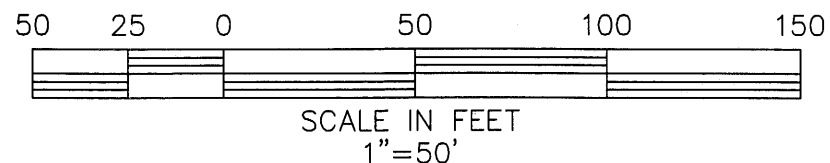
**MUNICIPAL ADDRESS:** 16780 U.S. HIGHWAY 90

**SURVEY REFERENCE:** 1. SURVEY OF LOTS FORMING PORTIONS OF LOTS 53 & 55 OF THE "COTEAU DE FRANCE" OR RANSON TRACT BY E.M. COLLIER DATED 11/13/1957  
2. SUBDIVISION OF A PORTION OF LOT 55 OF THE "COTEAU DE FRANCE" OR RANSON TRACT BY E.M. COLLIER DATED 1/19/1962

**BASIS OF BEARING:** TAKEN FROM REFERENCED SURVEY PLAT NO. 2.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0175C DATED 6/16/1992.

**SURVEYOR'S NOTES:** A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46:LXI, CHAPTER 25 FOR A CLASS "C" SURVEY.  
B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.  
C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.  
D. ADJOINING PROPERTY OWNERS PROVIDED BY THE PARISH TAX ASSESSOR'S OFFICE.  
E. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.



BM=RAILROAD SPIKE IN SHOULDER  
ELEVATION = 3.58'

U.S. HIGHWAY 90  
(WESTBOUND LANE)

VICINITY MAP  
near DES ALLEMANDS, LA  
NOT TO SCALE

**DEVELOPER:** WILLIAM SIGMON  
16806 HIGHWAY 90  
DES ALLEMANDS, LA 70030  
(985) 306-0169

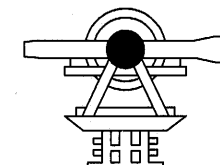
Recorded in The Clerk of Court's Office  
St. Charles Parish on the 17 day of  
March 2005, in Book 648  
Folio 493, Entry # 305387

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

DRAWN BY: RAH

DRAWING NO. M6424RESUB

**RIVERLANDS SURVEYING COMPANY**

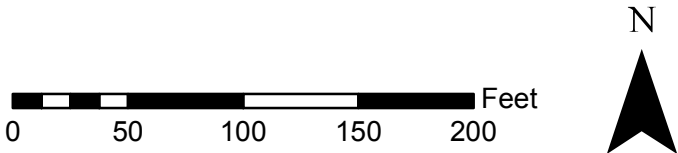


505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

2005-20

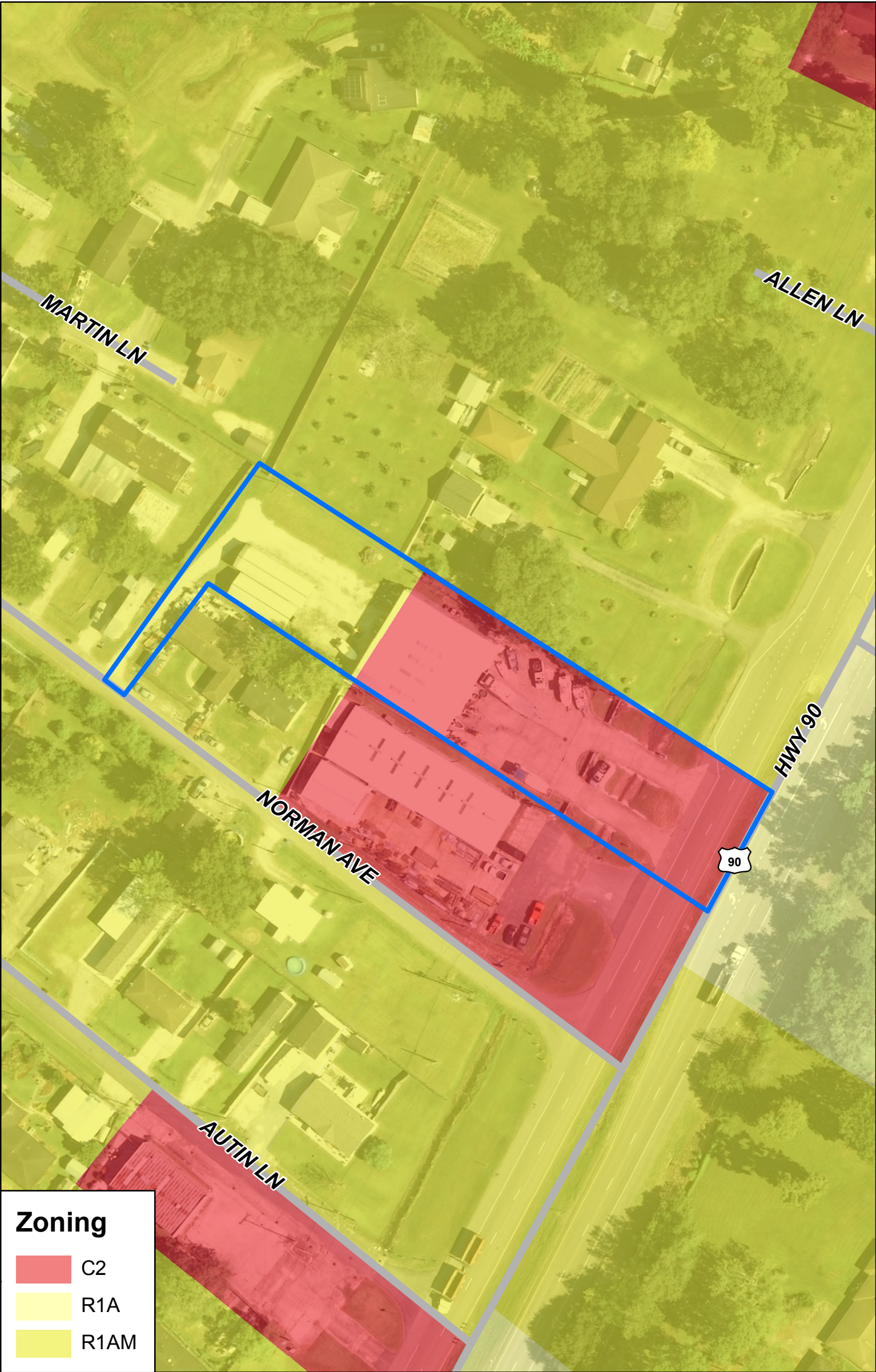
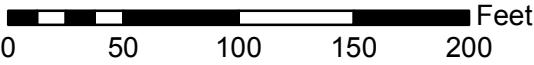


2019--2-R  
Requested by: William Sigamon  
Rezoning: R-1A(M) & C-2 to C-3








2019--2-R  
Requested by: William Sigamon  
Rezoning: R-1A(M) & C-2 to C-3

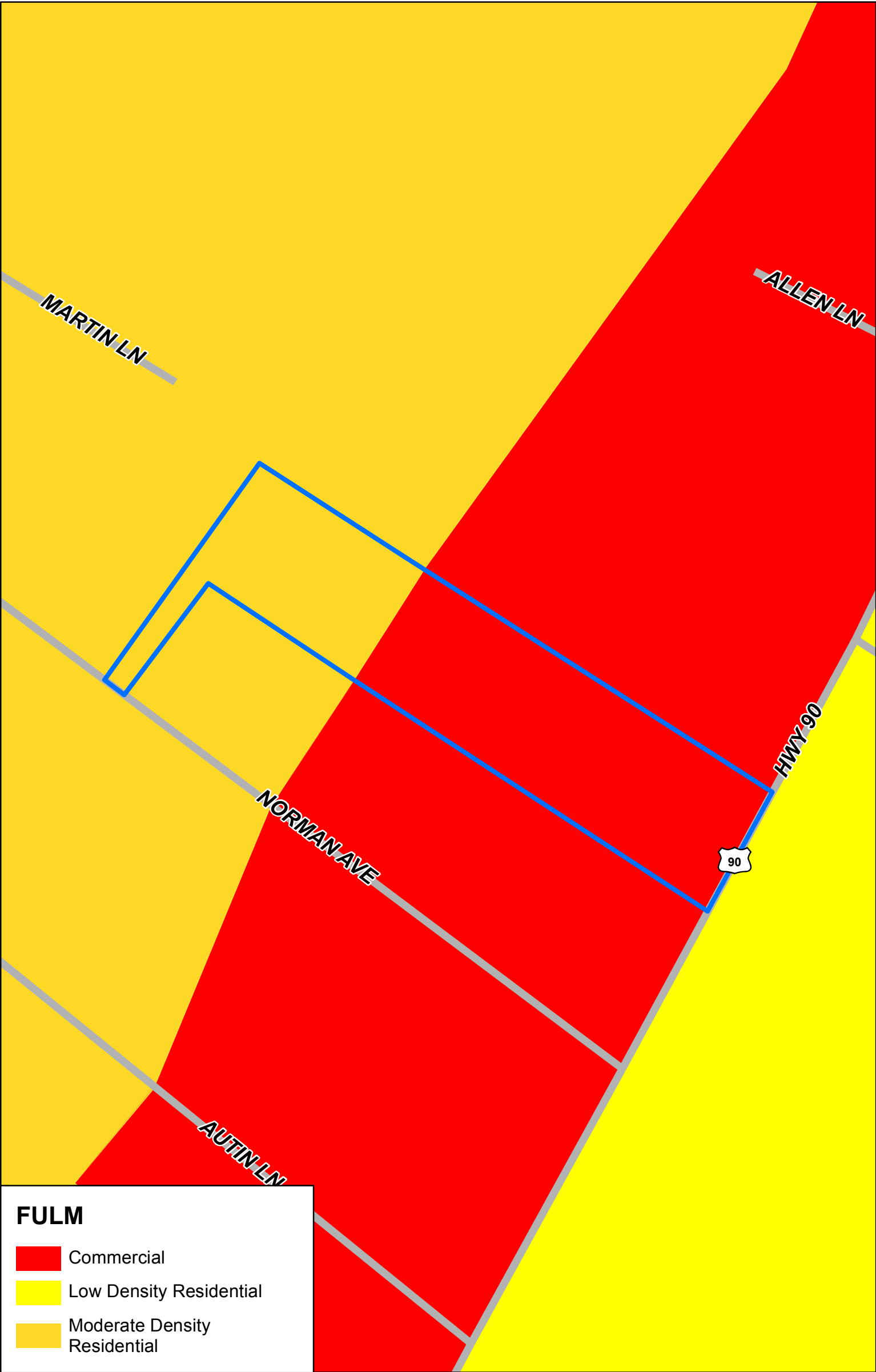
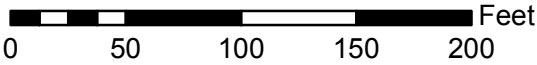


**Zoning**

-  C2
-  R1A
-  R1AM

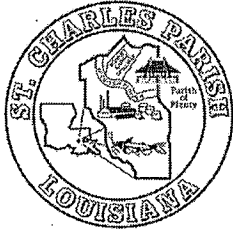


2019--2-R  
Requested by: William Sigamon  
Rezoning: R-1A(M) & C-2 to C-3



FULM

- Commercial
- Low Density Residential
- Moderate Density Residential



## St. Charles Parish

### Department of Planning & Zoning

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

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

www.stcharlesparish-la.gov

3/7 meetj  
2/5 deadline

Permit/Case #:	2019-2-R
Receipt #:	2631805
Application Date:	2/5/19
Zoning District:	C-2
FLUM Designation:	Comm/Med. Design Res
Date Posted:	

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

Fee: \$40 - \$200

Applicant: William Sigmon / Outcast Marine Inc

Home address: 16780 hwy 90 Des Allemands LA 70030

Mailing address (if different): \_\_\_\_\_

Phone #s: 985 758 0044 Email: outcastmarinelat@gmail.com

Property owner: William & Jessica Sigmon

Municipal address of property: 16780 hwy 90

Lot, block, subdivision: lot WC-1 and lot A

Change of zoning district from: C2 to: C3

Future Land Use designation of the property: Outboard Motor Repair & Boat Package sales  
(A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

Describe how you plan to use the property if the rezoning is granted: I will be expanding my business to sales of Boat packages and outboard motors. I plan to build a metal storage building for show room and storage of new products.

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

I have a fabrication shop next to me and I am directly located on highway 90.

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

I want to be C3 due to the amount of money I will be investing into my business so I do not need a "special permit" that can be taken away by anyone and I lose my business and life savings!

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

allows me to grow my business here in the Parish and not move elsewhere. Also keeps business in St. Charles Parish. This would go along with the "2030 comprehensive plan" towards Economic Development.

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

I will be able to use the property as needed for business growth and overflow.



# St. Charles Parish

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)

## Legislation Details

**File #:** 2019-0081    **Version:** 2    **Name:** C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 3/25/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2019-0081 Recommendation at a Glance \(Max Co\)](#)  
[2019-0081 03.07.19 Minutes Dufrene-Millennium Fab](#)  
[2019-0081 LUR 2019-3-R \(Max Co.\)](#)  
[2019-0081 2019-3-R-Survey](#)  
[2019-0081 2019-3-R-AERIAL MAP](#)  
[2019-0081 2019-3-R-ZONING MAP](#)  
[2019-0081 2019-3-R-FLUM MAP](#)  
[2019-0081 2019-3-R-ApplicationP1](#)

Date	Ver.	Action By	Action	Result
3/25/2019	2	Parish Council		
3/25/2019	1	Parish Council		
3/25/2019	2	Parish Council		
3/25/2019	1	Parish Council		
3/11/2019	1	Parish Council		
3/11/2019	1	Parish President	Introduced	
3/7/2019	1	Planning Commission	Recommended	Denial
3/7/2019	1	Department of Planning & Zoning	Recommended	Denial
2/5/2019	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

2019-3-R requested by Roy Dufrene/Max & Company, LLC to change the zoning classification from C-2 to C-3 on approximately 20,500 square feet at 16806 Hwy. 90, Des Allemands. Council District 4.

### **Planning Department Recommendation:**

Denial

### **Planning Commission Recommendation:**

Denial

Commissioner Booth: Next item on the agenda is 2019-3-R requested by Max & Company, LLC to change the zoning classification from C-2 to C-3 on approximately 20,500 square feet at 16806 Hwy. 90, Des Allemands. Council District 4. Yes Sir.

Mr. Welker: Yes this is essentially the same request as the previous case so we can kind of touch on this briefly, it's for the adjacent property at the corner of Norman and Hwy. 90. In this case the subject site, the existing C-2 zoning has been in place since the 1981 zoning ordinance adopted. Millennium Industrial Services was permitted to use an existing building on the site back in 2007. The permit identify the intended use as offices. In 2015 expansion to include a sheet metal shop was approved by special permit and then the business operation at the site includes outdoor storage which is present on aerials as far back as 2009 and was around at the time of the special permit use approval. Outdoor storage does require special permit use approval in the C-3 zoning district, it's not straight permitted in the C-2 by right, at this point the situation would be considered non-conforming and grandfathered. The request does not meet any of the 3 criteria for rezoning similar to the previous application. History has shown a resistance to C-3 zoning in the area, business in C-3 has a lack of compatibility with the larger residential nature in the area and it would be considered a spot zoning due to there not being a presence of C-3 along this stretch so the department recommends denial.

Commissioner Booth: Thank you Sir. Public hearing for 2019-3-R for Max & Co. rezoning from C-2 to C-3, anyone here to speak for or against? Yes Sir. State your name and address please Sir.

Ryan Dufrene, 105 Choctaw Drive, Luling. We saw how the previous statement went with Mr. Sigmon. Like I said we got together and thought we had a better chance at passing the C-3 with both of us together rather than 1 at a time. I'm just here, we wanted to expand our business as well. Mr. Sigmon and I got together, we tried to do it together but as you can see his motion failed. So that's all I have to say.

Commissioner Booth: Yes Sir. Anyone else here to speak for or against this issue?

Billy Woodruff, 615 Down the Bayou Road. Here again is another business that would like to expand, he's got some stuff that he'd like to do to where he can put an overhead crane to handle some of the heavier stuff that he has to unload. Again if he expands his business, he'd be hiring more people. So this is all good for St. Charles Parish. I think it could use some consideration. Thank you.

Commissioner Booth: Yes Sir. State your name and address please.

My name is Alvin Meyer, Jr. I live at 16760 Hwy. 90. It's hard to go against your own district councilman but I'm going to do it again. So I live nearby 16806 and for clarification that's my first cousin ok. We posted this property to be rezoned to C-3, it's a spot zoning and there is no C-3 zoning in our residential neighborhoods from JB Green to Des Allemands. A few commercial properties in the area are all zoned C-2 as of now. Some attempts were made in the past to rezone to C-3, they were all denied. The issues possible with C-3 zoning will allow for changes in ownership in the future to create entirely different businesses specifically according to regulations those could include barrooms, nightclubs, lounges and manufacturing. All these would greatly affect the surrounding neighborhood. Once given a C-3 classification there would be very little a resident could do to object to these problems that naturally arise from these types of business. Also the parking issue I did not want to bring up at the beginning, the people that live on Norman and Autin Streets, basically all those that signed the petition complain about not seeing the oncoming traffic at times, not all the time because of vendors and trailers parked on side the road. Technically every business is supposed to have all their business inside of their property, inside a fenced type area, enclosed where the neighbors cannot see it. I know it's temporary they may have to back in and stop but they should not be doing any business on state highways and if you go back and look into DOT regulations, you cannot store and customers cannot be parked on the state right of way legally anywhere in this parish, it's done all over the place, enforcement is never going to solve it, but I'm just saying a business when they give out from Planning and Zoning it should be followed to a "t" and customers should be able to go into their parking lot and park inside their property not on a state right of way but that's a whole different ball game which I did not want to bring up right now. But the rest of it, that C-3 zoning for them could also lead to C-3 zoning for 2 close by properties that tried a while back to get it and they were unsuccessful and they are going to go back and do it again, so we're going to have all C-3. I own 3 acres next to them if they want to expand, I'll do C-3, they can buy it \$800,000, they can expand all they want. At this place that they are talking about they cannot expand anymore, they may be able to put an overhead crane but that property is jam packed. It's just a matter of they can continue doing their business there all they want, they

cannot expand anymore unless they buy more land or go to the property that he has next door on Norman Avenue and have that rezoned and then he's really going to start with more issues with those neighbors but Paul Hogan tried to get that rezoned a while back to make a storage facility but it didn't go through, so thank you.

Commissioner Booth: Thank you. Anyone else here to speak for or against? State your name and address.

Julie Hebert, 14433 River Road, Hahnville, La. Good evening ladies and gentlemen. I think we just heard the reason that this gentleman is opposed, he has property that he would love to sell these guys if he can get it rezoned to C-3 and that's why he's hassling them and we're denying a business to conduct business in our parish where they can go right down the road in Lafourche Parish, open up and give their tax dollars there. There's 1 guy against businessmen who get up every day, go to work, feed their families, provide for their children, supply jobs in our parish and we're going to deny them the right to do so because the special permits gives this 1 man the ability to absolutely harass him, that's what's going on here, it's pretty plain to everyone in this audience. Thank you.

Commissioner Booth: State your name and address please.

Good evening ladies and gentlemen. I'm Danny Hebert, with Civil Environmental Consulting Engineers. I was actually here for another reason and I'm not familiar with this situation, I was not planning to speak but when I heard the comments of this gentleman I'm just appalled. I don't know how many of you are business owners or have ever been business owners but it's not easy and these gentlemen work hard, I know them, I frequent the business, I know the kind of people they are and I'm just amazed at the comments that I've heard from 1 neighbor who is trying to shut this down. We have to be a business friendly parish, this is a commercial corridor and I would just ask that you consider doing the right thing here and not let 1 resident who is disgruntled who sold the property to the gentlemen, who still thinks he still has some ownership in perpetuity to be able to control that property. It's just not right and I hope if you don't that the Council does the right thing here. Thank you.

Commissioner Booth: Thank you Sir. Mr. Frickey state your name and address please.

My name is Mr. Frickey I live in a double wide trailer on Bayou Estates Drive. Ladies and gentlemen I'm here for another matter but I can't take this anymore. I've been doing business in the parish for many, many years, I've been handling real estate for many, many years and let me tell you this one thing I can't quite understand how in 1981 when we passed comprehensive zoning that all of a sudden there was magic wand waved and people's property arbitrarily and capriciously got rezoned, automatically. Some study was done and we decided that we were going to make this a C-2, we're going to make this R-1A(M) and those kinds of things like that. I want to remind you staff that this is America and the reason we have a process is that times have changed, if you don't think times change Mr. Billy Booth you probably have been married as long as I have and if you'll go back and look at your marriage pictures Mr. Booth you will not recognize that guy that got married. I've been married to my wife for 51 years and I found marriage book the other day and I went who is that? Times change. As Mr. Hebert alluded to Hwy. 90 is a major corridor, it's a major business corridor and where these 2 property owners are requesting a change for the better, change for the positive. There is a property close by this that's zoned M-1 which I own, it's already zoned M-1, arbitrarily and capriciously zoned M-1 in 1981. So it's M-1 then it goes to C-2, so my M-1 property is a spot zone? It was automatically done in 1981. So these people are up for change being that we are living in a new time. So I would support and ask you tonight to support this request, re-evaluate and let's go on, let's be willing to change. Mr. Sigmon has been a client of mine for many, many years and let me tell you what, this is the American way, this man and his lovely wife do nothing but work that they may achieve what we all want to do, so they really need to have this and I trust tonight that you will support this second request which will open it up to support the first request. I rest my case.

Commissioner Booth: Thank you Sir. Anyone else here to speak for or against? Any questions or comments from the Commission?

Commissioner Frangella: First of all it's nothing personal against the owners but all you talk about is business, business, business, not the people who have lived here for all those years. And we do support business but we support a quality of life for homeowners that live around there. This is not just about businesses coming in and going. No I'm not because we got a list up here and there's a lot of names that live around there that signed this. So unless you can prove to me that nobody signed it then I'm going to have to go with the data that's in front of me. So if these people signed it and they didn't want it I just can't believe that we're going to be here

and we're going to forget about the little people that live there, that have lived there for years. I don't know if I would want that to change in my area where I live in my house, we have to go with the times because I like my house, I like my area I live and to say oh now we have to change it because of business. We're more than money in St. Charles Parish, we have a quality of life that people love to move here for that quality of life.

Commissioner Booth: Yes Sir state your name again.

My name is William Sigmon and as far as business goes and quality of life, I don't know what you're trying to get at but I don't even know what to say, it blows my mind.

Commissioner Frangella: It's not about you, it's about the comments that came.

Mr. Sigmon: Yes but if I had known that we needed people to support it, I thought it was just the surrounding area well I could go get half of Des Allemands to support it. So if you were talking about the signatures and names on there I know for a fact that some of the ones that signed it were harassed just to get him to leave, so if you want that, let me see the names and I'll go get you double the amount of names to support it in the parish in the surrounding area. So if that's how you want to go with it I'll have that for you tomorrow morning.

Commissioner Booth: Any other questions or comments?

Commissioner Granier: Yes I do have a comment and then another question. There was a comment that we were trying to shut somebody's business down and nothing on the floor tonight was about shutting anyone's business down so my apologies if that vote reflected any of that, that certainly wasn't the case but, the past case is the past but there is no difference is what he can do today than what he can do in the future is what I got from it. So now I'll ask my question on this second case. You talked about a crane they can use, they cannot use it in C-2? I'm just trying to clarify some points that they want to grow the business and they can only be grown in C-3, I don't understand what those comments mean, I want to understand what that means. That comment was used in the past case and it's been used in this one, that the only way they can grow their businesses is if it gets zoned to C-3. So I will ask again in this one because I want to be fair to everyone is what can happen in C-3 for them to grow their business that cannot happen in C-2?

Ms. Stein: I'm not really sure about the crane generally M-1 is where we would want to see heavy equipment. What we have here is a sheet metal shop that was approved with a special permit. In terms of growth, again I'm just not sure. I don't know what other services they want to provide.

Commissioner Granier: And that wasn't necessarily for you. What can you do gentleman that you can do in C-3 that you can't do in C-2? I don't understand that. What kind of crane that you're looking for that can increase your business, anything you can add to help me understand would be very, very helpful. I am not trying to shut your business down. I want that to be known for everyone that's in here because that has been accused and that is not the case.

Ryan Dufrene: 105 Choctaw Drive, Luling. It's a case of the special permitting. If we go in the get cover up, eventually if we get big enough we need more place for people to work out of the sun, out of the weather. We want to put up a canopy, right now we use forklifts to get materials around. The overhead crane would just be under there so it could undo it. I think the issue is the permitting, with a C-3 you can put that in I don't think you need any special permits for that kind of equipment, if I'm wrong or correct, can you tell me the difference between a C-2 and C-3.

Ms. Stein: We can read off the differences in the permits, but I think probably if you came in and requested a canopy and it was considered to be an expansion of the special permit then the permit section would have told you that you needed to go back to the Planning Commission to add more structures to the property.

Mr. Dufrene: Right, under C-3 would I have to do that?

Ms. Stein: For outdoor storage if you have outdoor storage on the site yes.

Mr. Dufrene: Even with the C-3 we're looking at special permits

Ms. Stein: M-1 is heavy equipment and outdoor storage permitted.

Mr. Dufrene: What's the heavy equipment?

Ms. Stein: Whatever the crane was

Mr. Dufrene: It's an overhead crane, ok. That's clear. That's the only explanation I have. We were trying to get some things done without having to every time we turn around go to Planning and Zoning and showing up in a meeting like this and waiting a month. We've put up a separate building on our property already, we ordered a piece of equipment in February, we had to take delivery of it in November because we didn't get approval for the building until September. So we ordered a piece of equipment in February didn't receive it until November because we couldn't get our permits until September. I don't understand how it took that long but that's what we face. Every time we decide that we're going to do an addition to a building, add a building, add a canopy, add a crane, we have to go through the steps and like I said I don't understand what happened with that last one we did but it goes through Council and you put it in and somebody doesn't get it in time and you have to wait a couple of more months before another meeting when the equipment is already bought. So that's the only thing we're trying to avoid with the C-3 zoning. And again she's telling me I need a permit for that too. You need a permit for everything basically.

Commissioner Booth: Any other questions or comments? Thank you Sir. Seeing no other questions or comments the public hearing is closed. Call for the vote.

YEAS: Gordon, Booth, Galliano  
NAYS: Granier, Frangella  
ABSENT: Petit, Richard

Commissioner Booth: That fails with Mr. Granier and Mr. Frangella voting Nay. That will go to the Council you can plead your case with them.

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

**LAND USE REPORT**  
**CASE NUMBER: 2019-3-R**

## GENERAL INFORMATION

- |   |                                 |
|---|---------------------------------|
| ◆ <b>Name/Address of Applicant</b><br>Max and Company, LLC<br>200 Matherne Drive<br>Des Allemands, LA 70030<br>(985)-758-7564; <u>corey@millenniumfab.com</u> | <b>Application Date: 2/5/19</b> |
| ◆ <b>Location of Site</b><br>Lot D, Block 55B, Coteau de France; 16806 Hwy. 90, Des Allemands   |                                 |
| ◆ <b>Requested Action</b><br>Rezoning of Lot D from C-2, General Commercial to C-3, Highway Commercial-Wholesale and Retail Sales                             |                                 |

## SITE INFORMATION

- ◆ **Size of Parcel**  
Lot D is approximately 21,240 square feet, 112.62 feet wide on Highway 90.
- ◆ **Current Zoning and Land Use**  
Lot D is zoned C-2 and is developed with a metal fabrication and light manufacturing shop approved as a Special Permit Use (PZSPU-2015-13), with waivers to setback, landscaping, and buffer requirements (Resolution 6167). The proposed accessory building was limited to 16 feet in height, and noise generated from the operation was to be limited.
- ◆ **Surrounding Zoning and Land Use**  
R-1A and R-1A(M) zoning is adjacent to the front; R-1A(M) is adjacent to the rear, and Norman Avenue side; C-2 zoning is adjacent to the Paradis side.  
  
Single family residences, both site-built and manufactured homes are located to the front, rear, and Norman Avenue side; a boat repair business is adjacent to the Paradis side.
- ◆ **Future Land Use Recommendation**  
General Commercial: Includes sites for commercial uses that provide a mix of business activities and that serve the community as a whole. These uses provide for comparison shopping and services which are ordinarily obtained on an occasional rather than daily basis. In general, this designation applies to most commercial uses that are permitted in the C-2 (General Commercial–Retail) and all of the uses permitted in the C-3 (Highway Commercial) zoning districts.
- ◆ **Traffic Access**  
Lot D has 112 feet of frontage on Hwy. 90 where access is provided by a concrete driveway. The property also has 200 feet of frontage on Norman Avenue, but the lot is bounded by a chain link fence with no access to the road.
- ◆ **Utilities**  
Representatives of Public Works & Wastewater and Waterworks indicate existing utilities in the area can accommodate C-3 uses. However, the site is developed with limited parking area in front of the building (space for approximately three vehicles) and outdoor storage of materials and equipment takes up the concrete side yard. This congested condition currently inhibits safe access to the site for vehicles suggesting that expanding with C-3 uses may result in congestion on the road.

## **APPLICABLE REGULATIONS**

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

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

[V.] Prohibited use: Medical waste storage, treatment or disposal facilities.

### **Appendix A. Section XV. - Amendment procedure**

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

1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.
  2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property. One or more of following examples may be used in evaluating reasonableness:
    - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
    - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
    - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
  3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.
- The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.
- E. *Rezoning approval criteria:* Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:
1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map. and
  2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

<b>REZONING GUIDELINE EVALUATION</b>
--------------------------------------

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

1. *The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.* Plan 2030 recommends *General Commercial* on Lot D, which provides for commercial uses permitted in the C-2 and C-3 districts, so a rezone to C-3 would not conflict with the Future Land Use Plan.

However, rezoning the lot would create a spot zone that is incompatible with the surrounding neighborhood. Permitting C-3 uses by right at this property would extend privileges to this property that other lots in the area do not have. **The request fails the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property.* The majority of lots fronting Highway 90 from JB Green Road to the Old Highway 90 split are in single-family residential use. Ten lots on that span of Highway 90 are zoned C-2 and of those, seven (7) appear to be in residential use in spite of the C-2 zoning. With over 330 households in the area between J B Green Road and Wenger Road, Highway 90 and Old Spanish Trail, the C-2 zoning at this location reasonably permits neighborhood commercial uses that could support the neighborhood. The current C-2 zoning does not prevent reasonable use of the property. **The request fails the second guideline.**
3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.* Representatives from Waterworks and Public Works & Wastewater indicated utilities exist to adequately serve the site and the uses permitted in the C-3 zoning district.

A C-3 spot zone would be incompatible with the existing neighborhood—which while adjacent to Highway 90, has largely remained single-family residential. The current C-2 zoning along with the confines of the Special Permit Use process ensure that neighborhood compatibility is maintained. This is especially relevant considering the layout of the properties and their proximity to existing residential homes.

A C-3 spot zone would be incompatible with the existing neighborhood which is largely residential even along Highway 90. **The request fails the third criteria.**

<b>ANALYSIS</b>
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The applicant requests a change of zoning from C-2, General Commercial to C-3, Highway Commercial on Lot D, Block 55B, Coteau de France, municipal address 16806 Hwy. 90, Des Allemands. The site consists of approximately 21,240 square feet.

The subject site has been zoned C-2 since 1981. Millennium Industrial Services, LLC (previously Millennium Industrial Services, Inc.) appears to have been permitted to use an existing building on the site in 2007. The permit identifies the intended use as offices (Permit 20489-07). In 2015, expansion to include a sheet metal shop was approved as a Special Permit (SPU-2015-13). The business operation at the site includes outdoor storage, which is present on aerials as far back as 2009 and at the time of the SPU approval. Outdoor storage requires a special permit in the C-3 zoning district; it is not a permitted use in C-2 by right or by special permit.

The request does not meet any of the guidelines for rezoning. It would not further the St. Chares Parish Comprehensive Plan, and would create a spot zone. The current zoning allows for reasonable use of the site and a change to C-3 would not follow the development trend along this portion of Highway 90 which has remained largely single-family residential, with any commercial uses limited to those permitted in C-2. Finally, while the uses permitted in the C-3 zoning district would not overburden existing infrastructure, they would be incompatible with the development pattern in the surrounding neighborhood and along this portion of Highway 90.

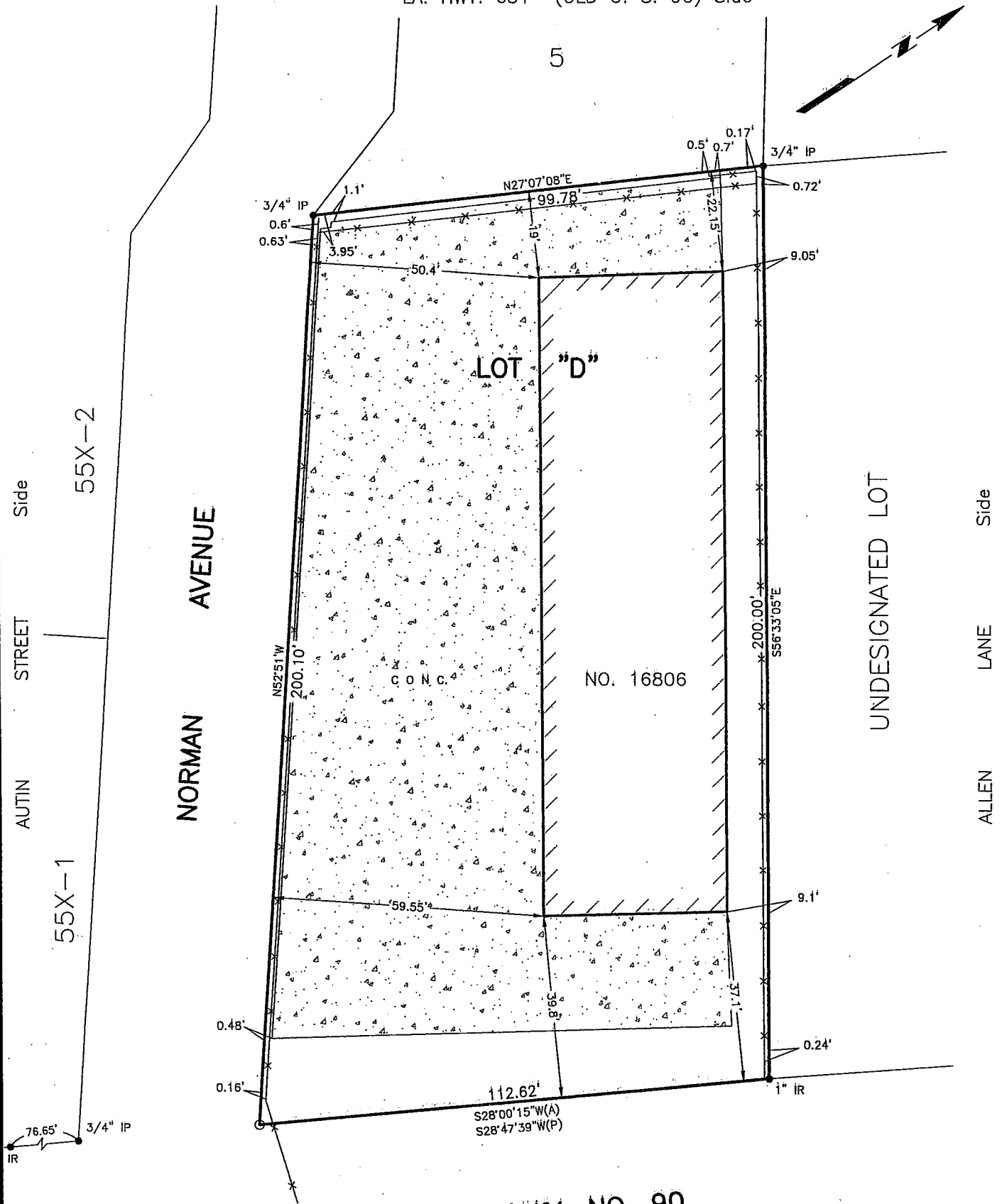
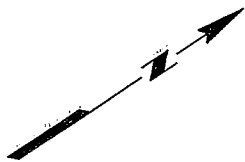
If approved, an update to the future land use map is not required as the site is less than three (3) acres.

<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

**Denial**

LA. HWY. 631 (OLD U. S. 90) Side

5



LA. U. S. HWY. NO. 90

**SURVEY OF LOT "D"**  
**SUBDIVISION OF A PORTION OF LOT 55 OF**  
**THE "COTEAU DE FRANCE OR RANSON TRACT"**  
**IN SECTION 39, T14S - R20E**  
**ST. CHARLES PARISH, LOUISIANA**

SCALE: 1" = 30' APRIL 27, 2009

- LEGEND**
- = IRON FOUND
  - = IR SET
  - X— = FENCE
  - (A) = ACTUAL
  - (P) = PLAN
- BEARINGS ARE BASED ON SUBDIVISION PLAN

**REFERENCE PLAN:**

1. SUBDIVISION OF A PORTION OF LOT 55 OF THE "COTEAU DE FRANCE OR RANSON TRACT" BY E. M. COLLIER, DATED SEPT. 16, 1969
2. RESUBDIVISION OF LOT 55X, BEING A PORTION OF LOT 55 OF THE "COTEAU DE FRANCE OR RANSON TRACT" BY LUCIEN C. GASSEN, DATED AUGUST 9, 2000, REVISED OCTOBER 3, 2000

CERTIFIED TO MILLENNIUM INDUSTRIAL SERVICES, INC.

The subdivision plat shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

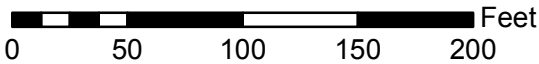
This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

I certify that this plat represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

LUCIEN C. GASSEN, PLS  
Registration No. 353  
LULING, LOUISIANA 70070

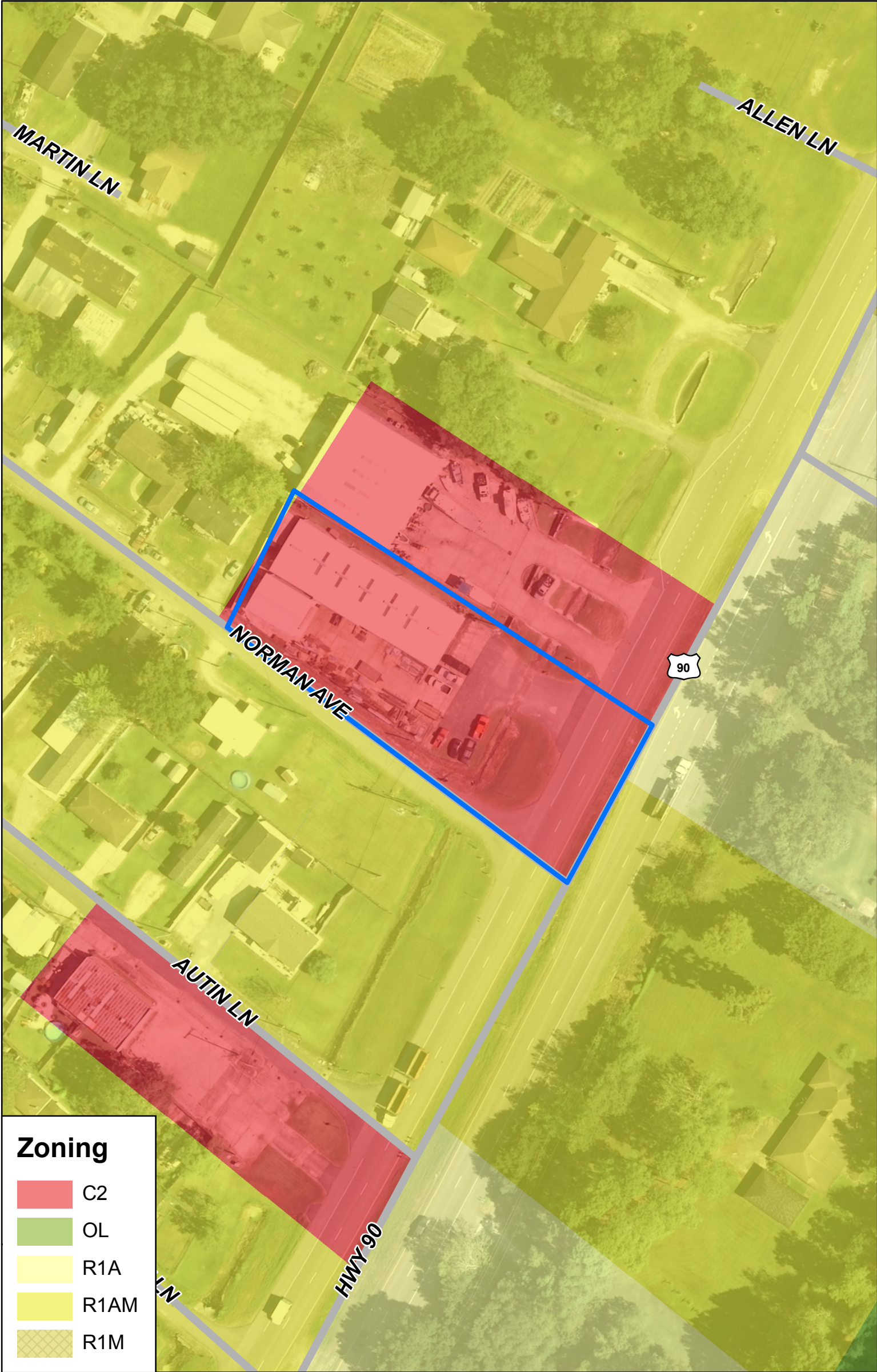
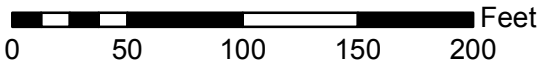


2019-3-R  
Requested by: Roy & Maxine Dufrene  
Rezoning: C-2 to C-3





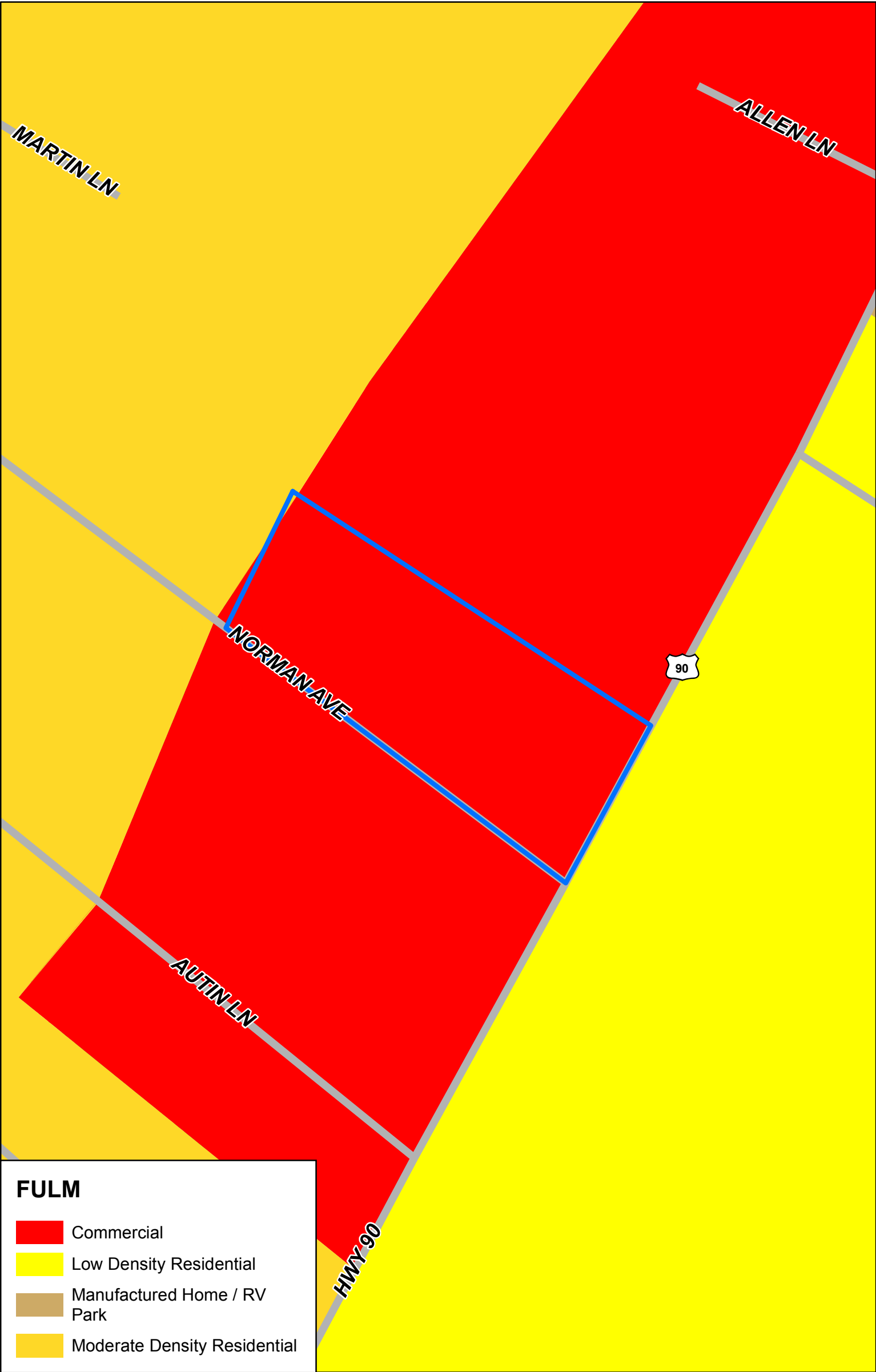
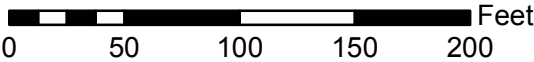
2019-3-R  
Requested by: Roy & Maxine Dufrene  
Rezoning: C-2 to C-3



**Zoning**

- C2
- OL
- R1A
- R1AM
- R1M

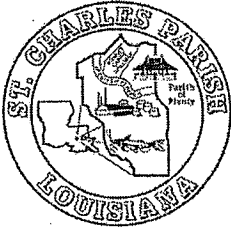
2019-3-R  
Requested by: Roy & Maxine Dufrene  
Rezoning: C-2 to C-3



FULM

- Commercial
- Low Density Residential
- Manufactured Home / RV Park
- Moderate Density Residential





St. Charles Parish  
Department of Planning & Zoning  
14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
Phone (985) 783-5060 • Fax (985) 783-6447  
www.stcharlesparish-la.gov

3/7 meetg  
2/5 deadline

Permit/Case #:	2019-3-R
Receipt #:	2632260
Application Date:	2/5/19
Zoning District:	C-2
FLUM Designation:	Commercial
Date Posted:	

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

Fee: \$40 - \$200

Applicant: Roy Dufrene or Maxine Dufrene / Max + Co.  
Home address: 200 Mathewne Dr. Des Allemands, LA 70030  
Mailing address (if different): \_\_\_\_\_  
Phone #: 985-758-7564 Email: corey@millenniumfab.com  
Property owner: Maxine or Roy Dufrene  
Municipal address of property: 16806 Hwy 90 west  
Lot, block, subdivision: \_\_\_\_\_  
Change of zoning district from: C2 to: C3  
Future Land Use designation of the property: \_\_\_\_\_  
(A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

Describe how you plan to use the property if the rezoning is granted: I am using the property for the same purpose just looking for less restrictions for expansion in the future

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

I have a boat repair shop next to me + am located directly off of Hwy 90

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

would like to more easily expand our business in the future if necessary

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

It allows us to expand our business within St. Charles Parish rather than have to move elsewhere

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

We would like to be able to utilize the property for future growth



# St. Charles Parish

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)

## Legislation Details

**File #:** 2019-0096    **Version:** 1    **Name:** Amend Code - Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a)  
**Type:** Ordinance    **Status:** Public Hearing  
**File created:** 3/25/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:** Yes  
**Title:** An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a).  
**Sponsors:** Lawrence 'Larry' Cochran  
**Indexes:**  
**Code sections:** Ch. 2. Art. I. Sec. 2-2. - Fees of copies of documents  
**Attachments:** [2019-0096 back-up Sec. 2 2. Fees of copies of documents.pdf](#)

Date	Ver.	Action By	Action	Result
3/25/2019	1	Parish Council		
3/25/2019	1	Parish President	Introduced	

Sec. 2-2. - Fees of copies of documents.

- (a) The parish desires to establish a uniform procedure to recover a portion of the expenses incurred in providing documents to the general public. The parish does hereby establish the following fee schedule to be used by all parish departments:

Document	Fee
<del>General parish maps (example on table, constituents get these from Economic Dev Free)</del>	<del>\$ 1.00</del>
Code of Ordinances	50.00
Code of Ordinances-Supplements	30.00
Bid specification packet -As determined in bid advertisement	
Miscellaneous photostatic copies, Per page	0.25
<u>Viewing Documents</u>	<u>0.00</u>
<del>Computer-generated documents, Electronic Documents / Transferred In Public Records</del>	<del>0.25</del>
<u>Office (must purchase hardware from St. Charles Parish to transfer documents – hardware fees listed below) Per page</u>	<u>0.00</u>
<u>Electronic Documents / Public Records Portal</u>	<u>0.00</u>
DVD duplication <u>of video recording</u>	5.00
<u>DVD / DVD-R 4.7 GB – per DVD</u>  <u>USB Flash Drive 8 GB – per Flash Drive</u>  <u>USB Flash Drive 16 GB – per Flash Drive</u>	<u>Hardware fee:</u>
	<u>0.35</u>
	<u>9.00</u>
	<u>10.00</u>
Zoning Ordinance of 1981 - <u>Code Book-Appendix A</u>	10.00
Subdivision Regulations of 1981 - <u>Code Book Appendix C</u>	7.00
<del>Zoning Ordinance and Subdivision Regulations of 1981 (remove per M. Albert)</del>	<del>12.00</del>

Land use report	7.00
<del>Miscellaneous planning and zoning maps</del>	<del>5.00</del>
Miscellaneous council records <u>generated on plotter printer maps</u> , per sheet	5.00
Air photo maps <del>Per sheet paper copy</del>	<del>5.00</del>
Air photo maps Per sheet Mylar copy	20.00
<del>Parish long range plan</del> Any adopted long range plan (revise per M. Albert)	<del>20.00</del> <u>50.00</u>
Budget book	30.00
Unaudited financial statements	35.00
Audited financial statements	35.00
Nonsufficient fund check fee	30.00
<del>Mailing labels, per label</del>	<del>0.05</del>
Mailing labels on computer diskette(s), per label \$50.00 minimum fee	0.05

GIS MAPS			
Size	Matte	Glossy	Laminated
8.5 x 11	\$2.00	\$3.00	\$4.00
8.5 x 14	\$3.00	\$4.00	\$5.00
11 x 17	\$4.00	\$5.00	\$8.00

18 x 24	\$8.00	\$11.00	\$17.00
26 x 39	\$18.00	\$25.00	\$39.00
42 x 60	\$44.00	\$62.00	\$97.00
Data—CD/DVD (general data, streets, parcels, etc.)			\$20.00
Custom—CD/DVD (data, extents, tables, etc.)			\$40.00
Imagery—DVD/hard drive (hi resolution aerial photos)			\$75.00 per grid
			\$500.00 whole parish on provided hard drive

The actual costs for postage shall be added to all documents which are mailed.

- (b) Either the parish council or the parish president may, whenever the council or the president shall deem it of public interest, waive the charge for any photostatic copy or copies of any ordinance, motion, resolution, or other record of any proceeding of the council. The council secretary may waive the charge for any such copy or copies requested by a governing body, a public official or a parish board or agency.
- (c) Such fees as are collected under this section shall be the property of the parish and shall be accounted for by the officer or employee receiving same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered.

(Ord. No. 82-5-6, §§ I—III, 5-17-82; Ord. No. 85-10-2, §§ I, II, 10-7-85; Ord. No. 92-8-7, § I, 8-3-92; Ord. No. 93-3-16, § I, 3-22-93; Ord. No. 93-12-9, § I, 12-20-93; Ord. No. 95-6-7, § I, 6-5-95; Ord. No. 96-6-8, § 1, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-2, § I, 11-5-01; Ord. No. 01-11-3, § I, 11-5-01; Ord. No. 03-8-2, § I, 8-4-03; Ord. No. 06-9-7, § I, 9-18-06; Ord. No. 11-8-8, § 1, 8-22-11)



# St. Charles Parish

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## Legislation Details

<b>File #:</b>	2019-0098	<b>Version:</b>	1	<b>Name:</b>	Contract w/Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of \$1,014,305.00
<b>Type:</b>	Ordinance	<b>Status:</b>			Public Hearing
<b>File created:</b>	3/25/2019	<b>In control:</b>			Parish Council
<b>On agenda:</b>	4/8/2019	<b>Final action:</b>			
<b>Enactment date:</b>		<b>Yes</b>			
<b>Title:</b>	An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of \$1,014,305.00.				
<b>Sponsors:</b>	Lawrence 'Larry' Cochran, Department of Public Works				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019-0098 Engineer's Canal Signed Contract.pdf</a> <a href="#">2019-0098 Letter of bid evaluation - Engineers Canal PS Improvements P080502-22A - 3-12-19 with</a> <a href="#">2019-0098 Notice of Intent to Award</a>				

Date	Ver.	Action By	Action	Result
3/25/2019	1	Parish Council		
3/25/2019	1	Parish President	Introduced	

## **SECTION 00500**

### **CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Sealevel Construction, Inc., hereinafter called the “Contractor”, whose business address is P. O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the “Owner”.

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

### **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:  
Parish Project No. P080502-22A, Engineer’s Canal Pump Station Improvements
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated January 2019, Addenda number(s) 1, 2, & 3, 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: The Engineer’s Canal Pump Station and Discharge was constructed under an easement from the U.S. Army Corps of Engineers, which authorized the construction, operation, and maintenance of the work adjacent to the Bonnet Carre Spillway. The work in this project involves modifications to the existing pump station and discharge, and generally consists of: furnishing and installing one (1) new 26” Direct Drive Mixed Flow Submersible Pump with 200-HP Electric Motor, and associated mechanical work; removing existing generator and furnishing and installing one (1) new 750-kW Diesel Generator and associated electrical work; 26” diameter steel pipe bolted to concrete pipe anchors; associated concrete work at the pump station and discharge; and establishing all new electrical connections and controls; all while maintaining the two (2) existing pumps in place and operating during the entire construction.

## **ARTICLE 2**

### **ENGINEER**

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

## **ARTICLE 3**

### **CONTRACT TIME**

- 3.01 The Contractor shall complete all of the Work under the Contract within two hundred forty (240) calendar days from the date stated in the Notice to Proceed.

## **ARTICLE 4**

### **LIQUIDATED DAMAGES**

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars (\$1,500.00) 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) (\$1,014,305.00) One Million Fourteen Thousand Three Hundred Five Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## **ARTICLE 6**

### **PAYMENT PROCEDURES**

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
- b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS**

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

## ARTICLE 8

### CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers One to Three inclusive)
- h) Contract documents bearing the general title "Engineer's Canal Pump Station Improvements (St. Charles Parish Project P080502-22A)" dated January 2019.
- i) Drawings, consisting of a cover sheet dated January 2019 and the sheets listed on Drawing one (1); each sheet bearing the following general title: "Engineer's Canal Pump Station Improvements (St. Charles Parish Project P080502-22A)"
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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



## ARTICLE 9

### MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

By: \_\_\_\_\_  
Larry Cochran  
Title: \_\_\_\_\_  
Parish President

CONTRACTOR:

By: \_\_\_\_\_  
Richard J. Roth  
Title: \_\_\_\_\_  
President

ATTEST:

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

ATTEST:

By: \_\_\_\_\_  
Amanda R. Taylor  
Title: \_\_\_\_\_  
Contract Administrator

END OF SECTION



EVANS-GRAVES ENGINEERS, INC.  
Engineering Consultants  
Est. 1954

John A. Graves, P.E., P.L.S.  
Gerald G. Menard, P.E.  
Max O. Usrey, III, P.E., P.L.S.  
P. Stephen Lundgren, Jr., P.E.  
Jack Carr Morgan, P.E., P.L.S.  
L.R. "Eric" Erikson, P.E.  
Ashlyn A. Graves

Phillip Grasso, P.E.  
Keith M. Meyer, P.E.  
Robert H. Brooks, III, P.L.S.  
Lisa A. Blanchard, P.E.  
Brett D. Blanchard, P.E., L.S.I.  
Kevin D. Norman, P.L.A.  
Stephen E. Wilson, Jr., P.E.

March 12, 2019

St. Charles Parish  
Department of Public Works/Wastewater  
100 River Oaks Road  
Destrehan, LA 70047  
Attn: Mr. Don Edwards

Re.: Engineer's Canal Pump Station Improvements  
St. Charles Parish, Louisiana  
SCP Project No. P080502-22A  
E-G Project No. 2008-21-810  
Bids Received March 12, 2019

Dear Don –

Per your request, we have reviewed the bids received by St. Charles Parish (SCP) for Project No. P080502-22A on March 12, 2019. Attached for your record is a copy of the bid tabulation summary sheet and detailed bid tabulation. Six (6) bids were received as shown on the attached forms. The apparent low bidder for Base Bid Work is Sealevel Construction, Inc., Louisiana License Number 33678. A summary of bid prices is as follows:

Bidder	Base Bid	Notes
Sealevel Construction, Inc.	\$1,014,305.00	
Lou-Con, Inc.	\$1,027,380.00	
Fleming Construction Company, LLC	\$1,058,645.00	
Industrial & Mechanical Contractors, Inc.	\$1,085,769.00	(See Note 1)
M.R. Pittman Group, LLC	\$1,197,400.00	
McInnis Brothers Construction, Inc.	\$1,206,415.00	

Note 1: The Bid of Industrial & Mechanical Contractors, Inc. contained an incorrect extended price for Bid Item 3, which resulted in a \$16.00 difference between their bid price and the corrected bid price reported hereon.

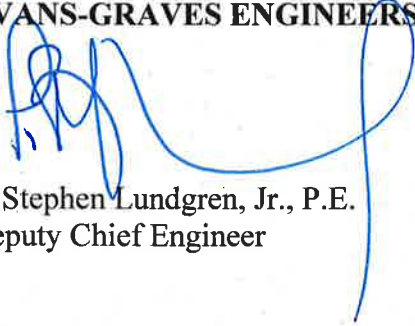
We have reviewed the apparent low bid of Sealevel Construction, Inc., and we have determined it to be a responsive bid from a Louisiana Licensed Contractor, appropriately-licensed with the Louisiana State Licensing Board for Contractors.

Our Engineering Estimate for the project was \$1,100,000.00 to \$1,200,000.00; as such, the apparent low bid of Sealevel Construction, Inc., is within the Engineering Estimate. We recommend that a Notice of Award be issued to Sealevel Construction, Inc. (LA License Number 33678) for a construction contract for the Base Bid Price of \$1,014,305.00.

Although the bid submitted by Sealevel Construction, Inc. appears to be a responsive bid, we recommend that you evaluate the bids with your legal counsel in order to make a final determination.

Sincerely –

**EVANS-GRAVES ENGINEERS, INC.**

A handwritten signature in blue ink, appearing to read 'P. Lundgren', with a large, stylized loop extending from the end of the signature.

P. Stephen Lundgren, Jr., P.E.  
Deputy Chief Engineer

Attachments: Bid tabulation summary sheet  
Detailed bid tabulation sheet



PROJECT TITLE: Engineer's Canal Pump Station Improvements

PROJECT NO: P080502-22A

DATE & TIME: Tuesday, March 12th at 10 AM

ENGINEER'S ESTIMATE: \$1.1M - \$1.2M



BIDDER	ADDRESS incl EMAIL	Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder				BASE BID	Notes
		LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM #1-3	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480		
ARC Mechanic Contractors	36408 Hwy 433, Slidell, LA 70460, admin@arcmechanical.net											
BLD Services, LLC	2424 Tyler Street, Kenner, LA 70062-4845 Dustin Richards; dustinr@bldllc.net											
Cycle Construction	6 East Third Street, Kenner, LA 70062; Nathan Kernion; nkernion@cycleconstruction.com											
Fleming Construction	23 East Airline Drive, Kenner, LA 70062	935	✓	✓	✓	✓					1,058,645. <sup>00</sup>	
IMC	757 Central Ave., Jefferson, La. 70181 simon@imc.nocoxmail.com Simon Fontenot	26581	✓	✓	✓	✓					1,085,785. <sup>00</sup>	
Lou-Con, Inc.	3100 E. St. Bernard Hwy., Meraux, LA 70075; Michael Carson, michaelrcarson@yahoo.com; Lisa Alfonso, lisaalfonso@gmail.com	2611	✓	✓	✓	✓					1,027,380. <sup>00</sup>	
Mc Innis Brothers Construction	12232 Industriplex Dr., Suite 6, Baton Rouge, LA 70809; twalters@mcinnisbrothers.com	4285	✓	✓	✓	✓					1,206,415. <sup>00</sup>	

*[Signature]*  
P. STEPHEN LUNDGREN, JR.





PROJECT TITLE: **Engineer's Canal Pump Station Improvements**

PROJECT NO: **P080502-22A**

DATE & TIME: **Tuesday, March 12th at 10 AM**

ENGINEER'S ESTIMATE: **\$1.1M - \$1.2M**



		Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder					Notes
BIDDER	ADDRESS incl EMAIL	LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM #1-3	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E- VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480	BASE BID	NOTES
M. R. Pittman Group	171 I-310 Service Road, St. Rose, 70087	42296	✓	✓	✓	✓					1,197,400.00	
Mechanical Systems, Inc.	210 Jared Drive, Broussard, LA 70518, lelandw@mechsystemsinc.com											
NCMC-LLC	P. O. Box 83760, Baton Rouge, LA 70884, Ken Harrell, ken@ncmc-llc.com											
Sealevel Construction	P. O. Box 1037, 1069 Hwy. 3185, Thibodaux, LA 70302; Marion Steib, Jr.; msteib@sealevelinc.com	33678	✓	✓	✓	✓					1,014,305.00	



PROJECT TITLE: ENGINEERS CANAL PUMP STATION IMPROVEMENTS

PROJECT NO: P080502-22A

DATE & TIME: March 12, 2019 at 10:00am

ENGINEER'S ESTIMATE \$1,100,000 to \$1,200,000



ITEM	DESCRIPTION	QTY	UNIT	Sealevel Construction, Inc.		Lou-Con, Inc.		Fleming Construction Company, LLC		Industrial & Mechanical Contractors, Inc.		M.R. Pittman Group, LLC		McInnis Brothers Construction, Inc.		Engineers Estimate	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	Lump Sum	\$70,100.00	\$70,100.00	\$170,000.00	\$170,000.00	\$33,000.00	\$33,000.00	\$115,830.00	\$115,830.00	\$50,000.00	\$50,000.00	\$120,000.00	\$120,000.00	\$62,700.00	\$62,700.00
2	Excavation	13	Cubic Yard	\$10.00	\$130.00	\$50.00	\$650.00	\$155.00	\$2,015.00	\$575.00	\$7,475.00	\$1,000.00	\$13,000.00	\$150.00	\$1,950.00	\$22.00	\$286.00
3	Remove and Replace 6" Concrete Curb	8	Linear Feet	\$300.00	\$2,400.00	\$100.00	\$800.00	\$125.00	\$1,000.00	\$108.00	\$864.00	\$1,500.00	\$12,000.00	\$400.00	\$3,200.00	\$44.00	\$352.00
4	Compacted Clay Fill	5	Cubic Yard	\$25.00	\$125.00	\$80.00	\$400.00	\$120.00	\$600.00	\$2,440.00	\$12,200.00	\$200.00	\$1,000.00	\$500.00	\$2,500.00	\$22.00	\$110.00
5	Sod	650	Square Yard	\$21.00	\$13,650.00	\$6.00	\$3,900.00	\$8.00	\$5,200.00	\$10.00	\$6,500.00	\$20.00	\$13,000.00	\$10.50	\$6,825.00	\$44.00	\$28,600.00
6	Limestone Surfacing (7" Thick)	6	Square Yard	\$36.00	\$216.00	\$80.00	\$480.00	\$125.00	\$750.00	\$150.00	\$900.00	\$350.00	\$2,100.00	\$400.00	\$2,400.00	\$55.00	\$330.00
7	Required 4" Concrete Slab with Welded Wire Fabric	24	Square Yard	\$210.00	\$5,040.00	\$100.00	\$2,400.00	\$160.00	\$3,840.00	\$290.00	\$6,960.00	\$50.00	\$1,200.00	\$140.00	\$3,360.00	\$3,850.00	\$92,400.00
8	Remove and Replace Reinforced Concrete Levee Box and Concrete Retaining Wall	2	Cubic Yard	\$14,500.00	\$29,000.00	\$15,000.00	\$30,000.00	\$11,500.00	\$23,000.00	\$21,850.00	\$43,700.00	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00	\$8,250.00	\$16,500.00
9	Remove Existing Slab and Furnish New Reinforced Concrete Pipe Anchor, Steel Pipe Band, Steel Anchor with Anchor Bolts, and Steel Shoe	15	Each	\$1,700.00	\$25,500.00	\$2,000.00	\$30,000.00	\$2,350.00	\$35,250.00	\$2,230.00	\$33,450.00	\$5,000.00	\$75,000.00	\$4,500.00	\$67,500.00	\$550.00	\$8,250.00
10	Furnish and Install New 26" I.D. Steel Discharge Pipe, Including Saddles, Pipe Bands, and Siphon Break	286	Linear Feet	\$390.00	\$111,540.00	\$500.00	\$143,000.00	\$780.00	\$223,080.00	\$600.00	\$171,600.00	\$750.00	\$214,500.00	\$1,100.00	\$314,600.00	\$209.00	\$59,774.00
11	Furnish and Install New 26" Storm Water Pump and Motor, Including Control Panel and Associated Mechanical Work Required for a Fully Functional Pumping System	1	Lump Sum	\$250,000.00	\$250,000.00	\$225,000.00	\$225,000.00	\$246,500.00	\$246,500.00	\$217,350.00	\$217,350.00	\$271,000.00	\$271,000.00	\$230,000.00	\$230,000.00	\$308,000.00	\$308,000.00
12	Remove Existing Generator, Furnish and Install New 750kW Diesel Generator Set, with Day Tank	1	Lump Sum	\$280,000.00	\$280,000.00	\$237,500.00	\$237,500.00	\$275,000.00	\$275,000.00	\$242,800.00	\$242,800.00	\$350,000.00	\$350,000.00	\$220,000.00	\$220,000.00	\$385,000.00	\$385,000.00
13	Remove Existing ATS, Furnish and Install New 1000-A ATS	1	Lump Sum	\$6,600.00	\$6,600.00	\$2,100.00	\$2,100.00	\$14,500.00	\$14,500.00	\$13,726.00	\$13,726.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$46,750.00	\$46,750.00
14	Furnish and Install New Reduced-Voltage Starters for 200-HP Motors	1	Lump Sum	\$11,800.00	\$11,800.00	\$33,800.00	\$33,800.00	\$37,500.00	\$37,500.00	\$36,500.00	\$36,500.00	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$27,500.00	\$27,500.00
15	Misc. Electrical (Rewiring New Equipment, Levels/Controls Integration, Increasing the Size of the Power Distribution Panel Downstream of the ATS, Replacing CT Cabinets with Increased Size, and All Electrical Work Required for a Fully Functional System)	1	Lump Sum	\$118,300.00	\$118,300.00	\$62,800.00	\$62,800.00	\$70,000.00	\$70,000.00	\$67,824.00	\$67,824.00	\$25,000.00	\$25,000.00	\$64,000.00	\$64,000.00	\$87,450.00	\$87,450.00
16	Remove and Replace Chain Link Fence	26	Linear Feet	\$54.00	\$1,404.00	\$175.00	\$4,550.00	\$35.00	\$910.00	\$105.00	\$2,730.00	\$100.00	\$2,600.00	\$80.00	\$2,080.00	\$55.00	\$1,430.00
17	Pump Station Structural Work and Pump Divider Wall	1	Lump Sum	\$28,500.00	\$28,500.00	\$20,000.00	\$20,000.00	\$26,500.00	\$26,500.00	\$45,360.00	\$45,360.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$8,250.00	\$8,250.00
18	Relocation of Infrastructure	1	Allowance	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
TOTAL BASE BID				\$1,014,305.00		\$1,027,380.00		\$1,058,645.00		\$1,085,769.00 (See Note 1)		\$1,197,400.00		\$1,206,415.00		\$1,193,682.00	

Notes: (1) The Bid of Industrial & Mechanical Contractors, Inc. contained an incorrect extended price for Bid Item 3, which resulted in a \$16.00 difference between their bid price and the corrected bid price reported hereon.

Michelle



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

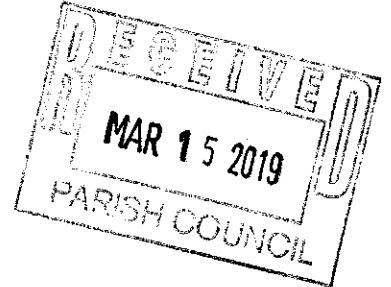
# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985)783-5102 • (985)783-5104 • FAX (985)725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)



## NOTICE OF INTENT TO AWARD

March 13, 2019

TO: Sealevel Construction, Inc.  
P.O. Box 1037  
Thibodaux, LA 70302  
ATTN: Richard Roth

PROJECT NAME: Engineer's Canal Pump Station Improvements

PROJECT NO: P080502-22A

### To Whom It May Concern:

You are hereby notified that your bid dated March 12, 2019, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is One Million Fourteen Thousand Three Hundred and Five Dollars (\$ 1,014,305.00).

**Deliver all documents to:**

Evans-Graves Engineers, Inc.  
909 Poydras Street, Suite 3050  
New Orleans, LA 70112  
ATTN.: P. Stephen Lundgren, Jr., P.E.

**Deliver the following documents by March 22, 2019**

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

**Deliver the following documents by March 27, 2019**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1**; this will be accomplished upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1**; this will be accomplished upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”

**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

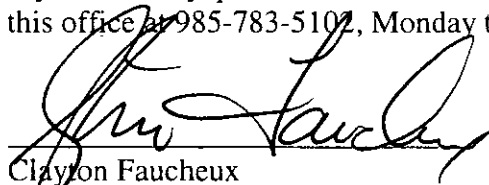
**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- **Time frame will be in days with a starting point at Notice to Proceed**
- **Review and approval time of submittals**
- **Order and delivery time of critical path items**
- **Mobilization and construction set up time**
- **Construction time**
- **Anticipated Substantial Completion date**
- **Anticipated Final Change Order submittal date**
- **Anticipated project closure date**

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Clayton Faucheux  
Director Public Works/Wastewater

cc:

*Michelle Impastato, Council Secretary*  
*Brad Berthelot, Accountant I*  
*Don Edwards, Senior Parish Engineer*  
*P. Stephen Lundgren, Jr., P.E., Evans-Graves Engineers, Inc.*  
*Project File P080502-22A*



# St. Charles Parish

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)

## Legislation Details

**File #:** 2019-0099    **Version:** 1    **Name:** Act of Dedication and approval of the Final Plat for Oak Alley Subdivision

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 3/25/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:** Yes

**Title:** An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for Oak Alley Subdivision.

**Sponsors:** Lawrence 'Larry' Cochran, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2019-0099 Act of Dedication](#)  
[2019-0099 Final Plat 03.22.2019](#)  
[2019-0099 CertAuthority Gary 20180816](#)  
[2019-0099 CertAuthority Glen 20180628](#)  
[2019-0099 supporting documents for Council](#)  
[2019-0099 FeesPaid.pdf](#)

Date	Ver.	Action By	Action	Result
3/25/2019	1	Parish Council		
3/25/2019	1	Parish President	Introduced	

**ACT OF DEDICATION**

**UNITED STATES OF AMERICA**

**BY: M.H.I. INVESTMENTS, LLC**

**STATE OF LOUISIANA**

**TO: PARISH OF ST. CHARLES**

**PARISH OF ST. CHARLES**

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord two thousand and nineteen (2019),

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

**M.H.I. INVESTMENTS, LLC**, represented by its duly authorized managing member, Gary Smith, whose mailing address shall be 10557 Airline Highway, St. Rose, Louisiana 70087. The above named appearers declared unto me, Notary Public, that they are the owners of that certain tract of real property situated in the Parish of St. Charles, State of Louisiana.

Who, after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the East Bank of St. Charles Parish, which lands are designated as Oak Alley and described as follows:

Formerly Tract X-1 of Ormond Plantation which has been subdivided into Lot 1, 2, 3, 4, 5 and Lot Oak Alley, Section 12, Township-12-South, Range-8-East, and Section 1, Township-13-South, Range-8-East, St. Charles Parish, Louisiana as shown on Final Plat of Oak Alley by Cody A. DiMarco, P.L.S., Dading, Marques & Associates, LLC, dated July 14, 2018, revised March 15, 2019 and March \_22, 2019.

Appears further declared unto me Notary, that on the aforesaid plan of resubdivision it has designated and labeled a certain utility servitude which is named and identified in accordance with the annexed plan of by Cody A. DiMarco, P.L.S., Dading, Marques & Associates, LLC, dated July 14, 2018, revised March 15, 2019 and March \_22\_\_\_\_, 2019, as Lot Oak Alley and more particularly described as follows:

THAT CERTAIN PIECE OR PORTION OF GROUND, CONTAINING 22,366.62 SQUARE FEET, SITUATED IN SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST, AND SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST, ST. CHARLES PARISH, LOUISIANA, IN THAT PART KNOWN AS OAK ALLEY SUBDIVISION AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF ORMOND BOULEVARD AND THE WESTERN RIGHT OF WAY LINE OF OAK ALLEY (EXISTING), THENCE PROCEED IN A SOUTHEASTERLY



DIRECTION ALONG THE WESTERN RIGHT OF WAY LINE OF OAK ALLEY (EXISTING), A BEARING OF S18°28'44"E, A DISTANCE OF 354.54 FEET TO A POINT, THE POINT OF BEGINNING.

THENCE PROCEED IN A SOUTHEASTERLY DIRECTION, A BEARING OF S62°12'00"E, A DISTANCE OF 135.98 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 216.82 FEET, A RADIUS OF 235.00 FEET, A CHORD BEARING OF S06°47'58"W, A CHORD DISTANCE OF 209.21 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION, A BEARING OF S33°13'50"W, A DISTANCE OF 97.47 FEET TO A POINT; THENCE PROCEED IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 13.69 FEET, A RADIUS OF 10.00 FEET, A CHORD BEARING OF S06°00'03"E, A CHORD DISTANCE OF 12.65 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 119.63 FEET, A RADIUS OF 40.00 FEET, A CHORD BEARING OF S40°26'48"W, A CHORD DISTANCE OF 79.77 FEET TO A POINT; THENCE PROCEED IN A NORTHEASTERLY DIRECTION, A BEARING OF N27°21'32"E, A DISTANCE OF 4.00 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION, A BEARING OF N63°13'25"W, A DISTANCE OF 35.80 FEET TO A POINT;

THENCE PROCEED IN A NORTHEASTERLY DIRECTION, A BEARING OF S33°13'50"W, A DISTANCE OF 186.59 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 198.10 FEET, A RADIUS OF 145.00 FEET, A CHORD BEARING OF N05°44'07"W, A CHORD DISTANCE OF 183.05 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 82.80 FEET, A RADIUS OF 216.50 FEET, A CHORD BEARING OF N33°05'52"W, A CHORD DISTANCE OF 82.30 FEET TO A POINT, THE POINT OF BEGINNING.

THIS DESCRIPTION IS BASED ON A SUBDIVISION PLAT BY CODY A. DIMARCO, PROFESSIONAL LAND SURVEYOR, DATED JULY 14, 2018, revised March 15, 2019, and March 22, 2019.

The said appearer further declared unto me Notary, that under the covenants, conditions and stipulations hereinafter recited, it does hereby grant and dedicate the servitude described above to St. Charles Parish for the perpetual use of the public for the purpose of access and maintenance of sewer lines, water lines, drainage and street lights.

The said appearers further declared unto me, Notary that the aforesaid dedication and grant of servitude is subject to all of the following terms and conditions, to-wit:

1. The dedication of the servitude is located within the OAK ALLEY SUBDIVISION;
2. The herein grant of the servitude shall constitute the granting only of a right of use

being a limited personal servitude in favor of St. Charles Parish.

3. The appearer does hereby reserve all rights of fee title ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of OAK ALLEY SUBDIVISION, and the utility, sewer, drainage and street lights servitude granted herein. In connection therewith, the appearer does however, agree to prohibit the use of any part of the surface of any of Oak Alley Subdivision or the servitude for exploration, development or production of minerals. This reservation is made in accordance with the appearer's plan and intention to reserve all of the lots in the OAK ALLEY SUBDIVISION, whereby, however, the appearers will impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
4. The herein grant of servitude is made by the appearers without any warranty whatsoever, except as provided herein.
5. Appearer warrants that all utilities, sewer facilities, drainage facilities and street lights have been placed within the servitude granted herein.
6. The Parish binds and obligates itself to use the servitude granted herein only for its' intended purpose, namely drainage, sewerage, water and street lights.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining the various utilities, drainage facilities, sewer facilities and street lights within the servitude area described above.
8. The grant herein of the servitude is not exclusive and the appearers reserve the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grant of servitude shall not be utilized so as to unreasonably interfere with or impair ingress and egress from any of the lots in the OAK ALLEY SUBDIVISION.
9. The dedication and grant made herein are made subject to any existing servitude affecting the OAK ALLEY SUBDIVISION, such as by way of illustration but not limitation, and pipeline servitudes.
10. The herein dedication and grant shall inure to the benefit of the St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.

11. Appearer warrants that the herein dedication of the servitude is free of any liens and/or encumbrances and that no lots in OAK ALLEY SUBDIVISION have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Larry Cochran, Parish President, duly authorized by virtue of an Ordinance of said Parish adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a certified copy of which is annexed hereto and made part hereof.

and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained herein above , and does also hereby acknowledge that the construction of the utilities, drainage facilities, sewer facilities and street lights in said subdivision dedicated herein have been satisfactorily completed in accordance with all requirements and that all utility, drainage facilities, sewer facilities, and street lights in OAK ALLEY SUBDIVISION have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept them and assume the maintenance thereof.

Appears further acknowledge that this Act of Dedication is subject to Resolution No. 6392 adopted on January 22, 2019 by the St. Charles Parish Council a copy of which is attached hereto.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES: MHI INVESTMENTS, LLC

NAME: BY: GARY SMITH

NAME: NOTARY PUBLIC

NAME:

BAR NO.:

ST. CHARLES PARISH

NAME: BY: LARRY COCHRAN  
PARISH PRESIDENT

NAME:

**NOTARY PUBLIC**

**NAME:**\_\_\_\_\_

**BAR NO.:**\_\_\_\_\_

**2019-0006**

**INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III**

**RESOLUTION NO. 6392**

A resolution providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**WHEREAS**, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision; and,

**WHEREAS**, the subdivider has requested a waiver from the requirements for minimum frontage on a developed public street, or lot arrangement; and,

**WHEREAS**, the Planning and Zoning Commission approved the requested waiver at their January 10, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, does hereby provide this supporting authorization to endorse the waiver from minimum frontage on a developed public street (lot arrangement) for Oak Alley Subdivision as requested by Gary Smith.

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

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

NAYS: HOGAN

ABSENT: NONE

And the resolution was declared adopted this 22nd day of January, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: January 23, 2019

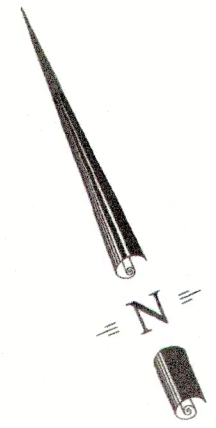
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: January 24, 2019

AT: 9:40 am RECD BY: [Signature]





FINAL PLAT  
OAK ALLEY  
SURVEY PLAT AND RESUBDIVISION OF TRACT X-1 OF  
ORMOND PLANTATION INTO LOTS 1, 2, 3, 4, 5 & LOT OAK ALLEY  
OF  
OAK ALLEY SUBDIVISION,  
SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST  
& SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST,  
ST. CHARLES PARISH, LOUISIANA

AREA TABLE	
LOT	SQUARE FEET
1	33,009.34
2	53,663.02
3	48,514.40
4	50,629.28
5	140,250.73
LOT OAK ALLEY	22,366.62

CURVE DATA			
CURVE	ARC LENGTH	RADIUS	CHORD
C1	216.82'	235.00'	S06°47'58"W 209.21'
C2	13.69'	10.00'	S08°00'03"E 12.65'
C3	119.63'	40.00'	S40°26'48"W 79.77'
C4	198.10'	145.00'	N05°44'07"W 183.05'
C5	82.80'	216.50'	N33°05'52"W 82.30'
C6	61.12'	235.00'	S12°10'51"E 60.95'
C7	121.40'	235.00'	S10°04'07"W 120.05'
C8	34.30'	235.00'	S29°02'57"W 34.22'
C9	47.60'	40.00'	S11°08'40"E 44.84'
C10	72.03'	40.00'	S74°32'05"W 62.69'

RECORDED IN THE CLERK OF COURTS  
OFFICE, ST. CHARLES PARISH ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ IN  
BOOK \_\_\_\_\_, FOLIO \_\_\_\_\_,  
ENTRY NO. \_\_\_\_\_.

APPROVED:

PARISH PRESIDENT	DATE
CHAIRMAN, PLANNING & ZONING COMMISSION	DATE
CHAIRMAN, PARISH COUNCIL	DATE

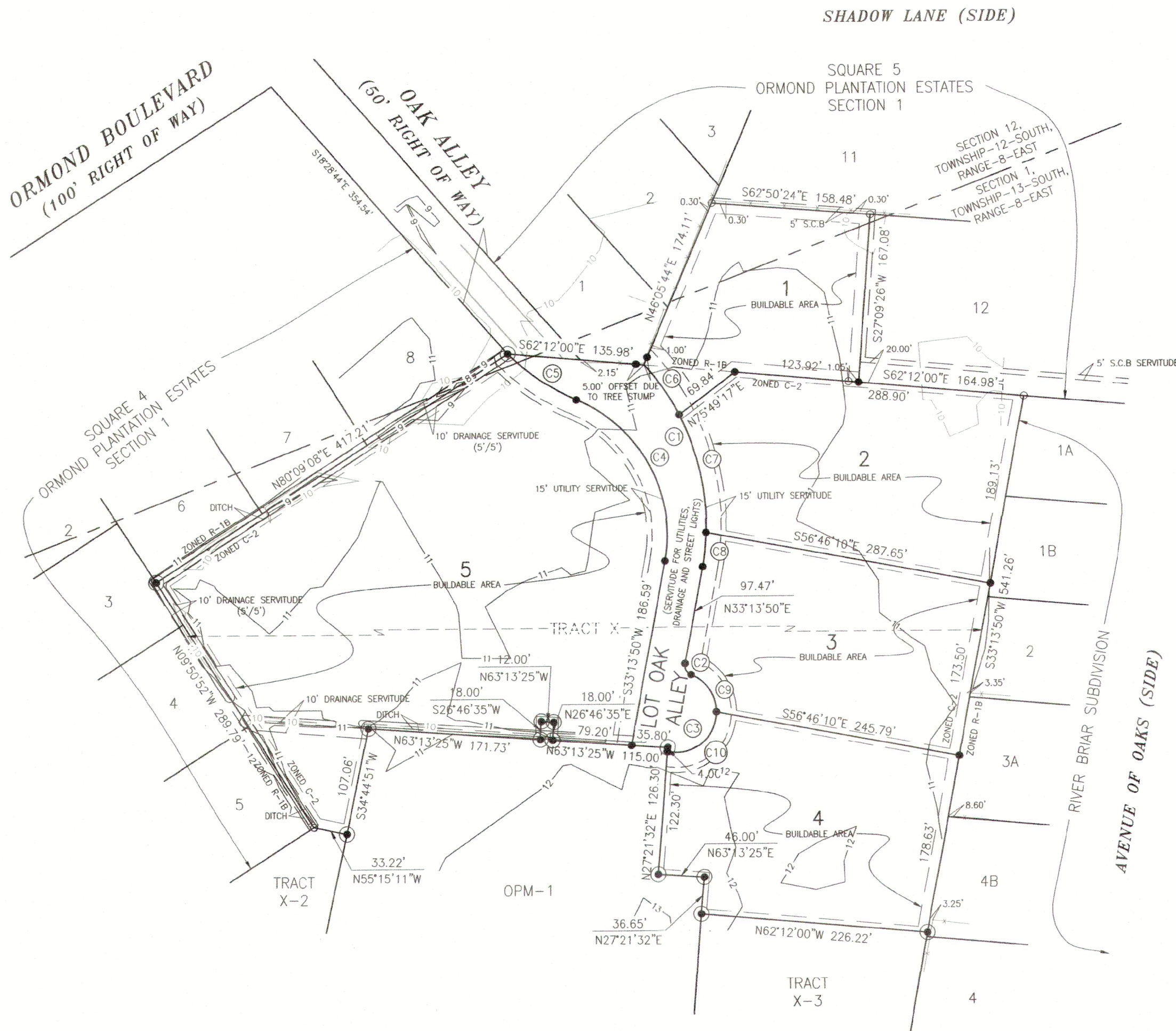
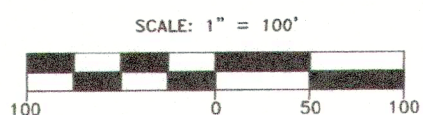
CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN  
ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEQ. AND  
CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE  
SUBDIVISION OF LAND.

STATEMENT OF DEDICATION:

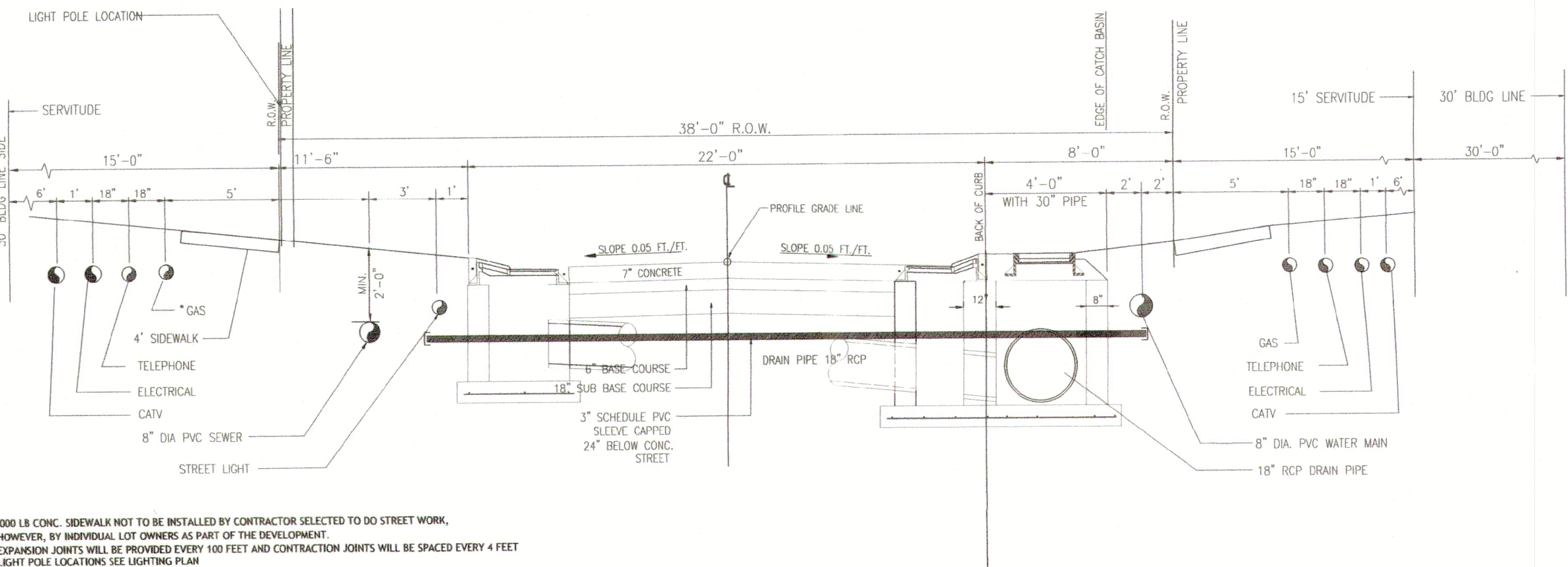
ALL AREAS SHOWN AS SERVITUDES ARE GRANTED AND DEDICATED TO THE PUBLIC FOR  
GENERAL PERPETUAL USE OF THE PUBLIC. NO BUILDINGS, STRUCTURE, OR FENCE SHALL BE  
CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO  
PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS  
GRANTED. THIS STATEMENT OF DEDICATION IS REQUIRED BY THE ST. CHARLES PARISH  
CODE OF ORDINANCE, APPENDIX C-ST. CHARLES PARISH SUBDIVISION REGULATIONS OF 1981,  
SECTION II(F)(12)(G)(O) AS AMENDED BY RESOLUTION NO. 6392 DATED THE 22ND DAY OF  
JANUARY, 2019.

FLOOD ZONE INFORMATION

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE  
DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON  
FLOOD INSURANCE RATE MAP NUMBER 220160-0125C, WITH A DATE OF  
IDENTIFICATION BEING 06/16/1992, REVISED 05/02/2003, FOR COMMUNITY PANEL  
NUMBER 220160, IN ST. CHARLES PARISH, STATE OF LOUISIANA, WHICH IS THE  
CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID  
PREMISES IS LOCATED.



JEFFERSON HIGHWAY (LA HIGHWAY 48) (SIDE)

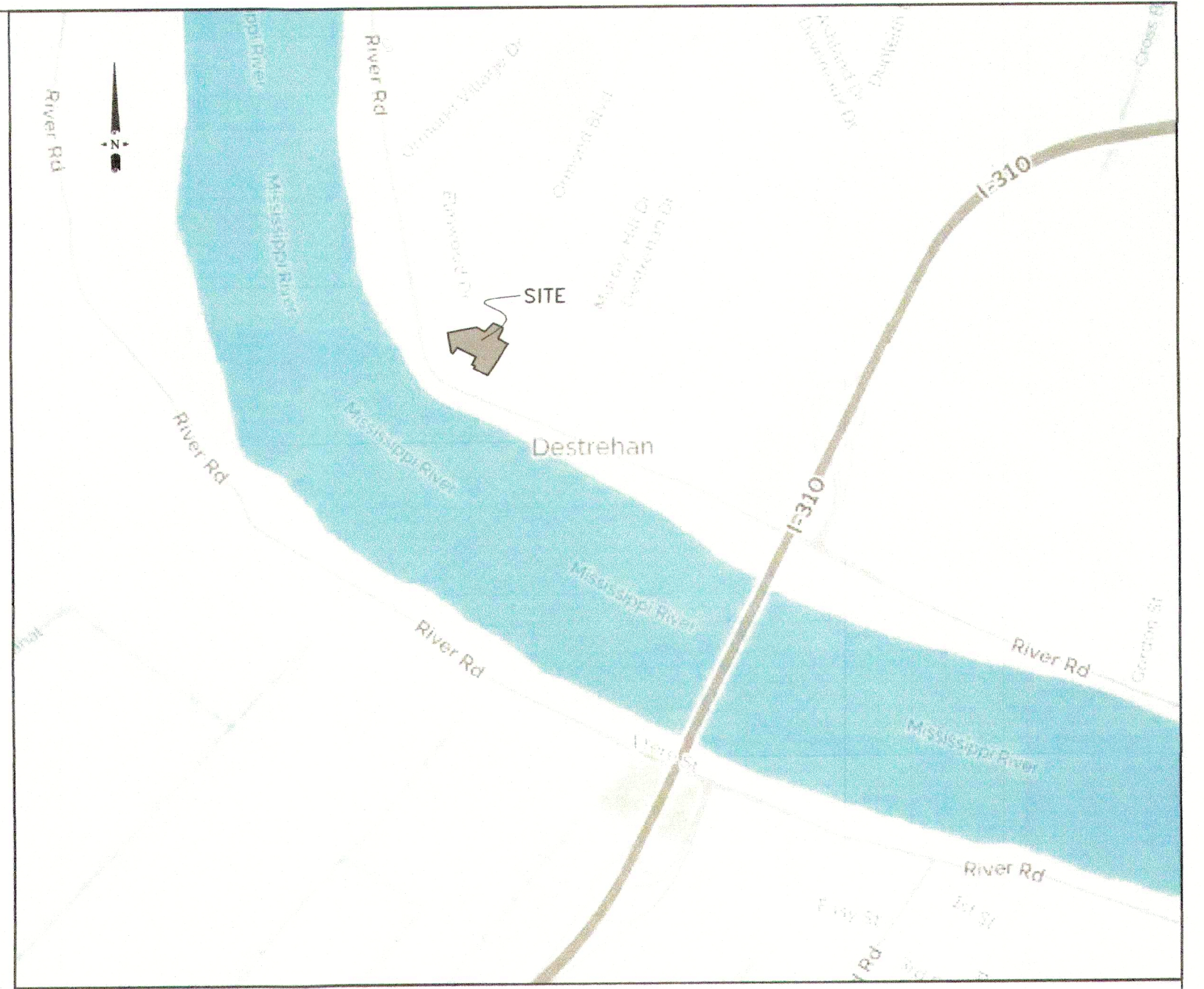


TYPICAL SECTION  
(NOT TO SCALE)

LEGEND:

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- IRON PIPE FOUND
- FENCE

REVISED PER PARISH COMMENTS 3/22/2019  
REVISED TO FINAL PLAT 3/15/2019  
REVISED TO SHOW 15' UTILITY SERVITUDE 10/25/2018



VICINITY MAP  
(1" = 2000')

DEVELOPER:

MHI INVESTMENTS, LLC  
10557 AIRLINE HIGHWAY  
ST. ROSE, LOUISIANA, 70087

OWNER:

MHI INVESTMENTS, LLC  
10557 AIRLINE HIGHWAY  
ST. ROSE, LOUISIANA, 70087

SIGNATURE

DATE

SIGNATURE

DATE

CURRENT ZONING:

ZONED C-2 (GENERAL COMMERCIAL DISTRICT - RETAIL SALES)		& R-1B (SINGLE FAMILY RESIDENTIAL DEATCHED DISTRICT)	
SETBACKS		SETBACKS	
FRONT:	20 FEET	FRONT:	25 FEET
SIDE:	5 FEET	SIDE:	8 FEET
REAR:	10 FEET	REAR:	25 FEET

LAND USE STATEMENT:

ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERCEDE  
PRIVATE SUBDIVISION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.

GENERAL SURVEY NOTES:

- IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.
- LOT OWNER'S NAMES AND ADDRESSES ARE AS THEY APPEAR ON THE ST. CHARLES PARISH TAX ASSESSOR'S SITE.
- THE MONUMENTS WILL BE SET UPON PARISH APPROVAL.
- ZONING INFORMATION OBTAINED FROM THE ST. CHARLES PARISH INTERACTIVE GIS SERVICE AND ST. CHARLES PARISH MUNICOD.
- SEWERAGE DISPOSAL - NO PERSON SHALL PROVIDE A METHOD OF SEWERAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SYSTEM, UNTIL THE METHOD OF TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF HEALTH OR MODERN EQUIVALENT.
- THERE ARE NO PRIVATE RESTRICTIONS/RESTRICTIVE COVENANTS ON THE LOTS AT THIS TIME PER LETTER FROM MHI INVESTMENTS, LLC TO ST. CHARLES PARISH PLANNING AND ZONING DEPARTMENT DATED MARCH 19, 2019.

SURVEY REFERENCE:

- RESUBDIVISION OF THE ORMOND PLANTATION MANSION & TRACT X INTO TRACTS X-1, X-2, X-3 & OPM-1, ORMOND PLANTATION BY CODY A. DIMARCO, P.L.S. DATED MARCH 2, 2018, LAST REVISED JULY 19, 2018.
- ORMOND PLANTATION ESTATES, SECTION 1 BY DONALD PAUL BOUDREAUX, SURVEYOR DATED APRIL 4, 1973.
- SURVEY OF TRACT "X" AND ORMOND PLANTATION MANSION BY GILBERT, KELLY AND COUTURIE INC., DATED APRIL 10, 1996.

BASIS OF BEARING:

TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

ELEVATION NOTES:

ELEVATIONS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE  
USING LSU C4G SOLUTION DATED 7/24/2018 NAD 83 NAVD 88 GEOID 12A.

<b>FINAL PLAT</b> <b>OAK ALLEY</b> SURVEY PLAT AND RESUBDIVISION OF TRACT X-1 OF ORMOND PLANTATION INTO LOTS 1, 2, 3, 4, 5 & LOT OAK ALLEY OF OAK ALLEY SUBDIVISION, SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST & SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST, ST. CHARLES PARISH, LOUISIANA		<b>DADING, MARQUES &amp; ASSOCIATES, LLC</b>   P.O. BOX 790 METAIRIE, LA. 70004 (504) 834-0200	
MADE AT THE REQUEST OF:  MURRAY ARCHITECTS, INC.		THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY	
DATE:	SCALE:	DRAWN BY:	CHECKED BY:
07-14-2018	1" = 100'	J.R.	C.A.D.
JOB NO.:		572308	



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

A meeting of the Members of **M.H.I. INVESTMENTS, L.L.C.** was held on this 16th day of AUGUST, 2018, at the municipal address of the limited liability company in the Parish of St. Charles, State of Louisiana. In said meeting, the following Certificate of Authority was adopted unanimously:

BE IT HEREBY RESOLVED that Gary L. Smith, representing this limited liability company as Managing Member, is hereby authorized and empowered for and on behalf of this company to sign and execute any and all documents, notarial acts or other instruments regarding the Oak Alley Subdivision for M.H.I. Investments, LLC located in Destrehan, Louisiana, as he deems fit and proper.

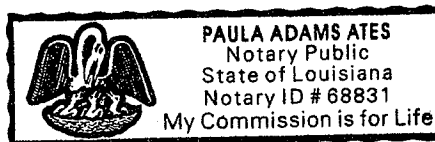
BE IT FURTHER RESOLVED that the said Gary L. Smith is hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as he, in his sole discretion,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

We, the undersigned Members of **M.H.I. INVESTMENTS, L.L.C.**, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a meeting of the Members, duly called, convened and held in St. Charles Parish, Louisiana, on the 16th day of AUGUST, 2018, with all Members present and voting, after receiving due notice of said meeting, and that the same has not been rescinded, revoked or modified.

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

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

  
\_\_\_\_\_  
**Notary Public**



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

A meeting of the Members of **M.H.I. INVESTMENTS, L.L.C.** was held on this 28th day of June 2018, at the municipal address of the limited liability company in the Parish of St. Charles, State of Louisiana. In said meeting, the following Certificate of Authority was adopted unanimously:

BE IT HEREBY RESOLVED that Glen D. Smith, representing this limited liability company, is hereby authorized and empowered for and on behalf of this company to sign and execute any and all documents, notarial acts or other instruments in order to resubdivide the property that it owns located in Destrehan, LA which is behind and adjacent to The Ormond Plantation House as he deems fit and proper.

BE IT FURTHER RESOLVED that the said Glen D. 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 he, in his sole discretion, deems fit or proper to carry out this Certificate of Authority.

We, the undersigned Members of **M.H.I. INVESTMENTS, L.L.C.**, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a meeting of the Members, duly called, convened and held in St. Charles Parish, Louisiana, on the 28<sup>th</sup> day of June, 2018, with all Members present and voting, after receiving due notice of said meeting, and that the same has not been rescinded revoked or modified.

  
\_\_\_\_\_  
GLEN D. SMITH, MEMBER  
\_\_\_\_\_  
GARY L. SMITH, SR., MEMBER  
\_\_\_\_\_  
Notary Public

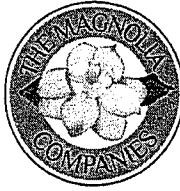
GARY L. SMITH, JR.

LA Bar #25878

Notary Public

Parish of St. Charles, LA

My Commission Expires At My Death



MHI Investments, LLC

March 14, 2019

Mr. Michael Albert  
St. Charles Parish  
Planning and Zoning Director  
14996 River Road  
Hahnville, Louisiana 70057

RE: Oak Alley Subdivision Dedication

Mr. Albert,

This correspondence is notification and certification that all work has been completed for the subject subdivision, Oak Alley Subdivision.

We are requesting a **Final Inspection**, next week, Monday March 18, 2019, if possible, in order to obtain written final approval and acceptance from the St. Charles Parish Council. Specifically, we request written recommendations by the Director of Public Works/ Wastewater and the Director of Waterworks that all improvements conform to regulations.

We also request that any fees that remain to be paid be confirmed so that we may tender payment in accordance with the subdivision acceptance procedure check list.

We are providing a copy of this letter to the Director of Public Works/ Wastewater, the Director of Waterworks, the parish CAO and the parish president.

Should you have any questions, please do not hesitate to call me.

Sincerely,

Gary L. Smith

## Checklist Final Plat Approval & Acceptance of Improvements—OAK ALLEY

### Subdivision Regulations Section II, Paragraph G:

- ☒ Application/Letter requesting Final
- ☒ Final Plat (separate)
- ☒ Construction Approvals
  - ☒ Public Works
  - ☒ Waterworks
  - ☒ Contract Monitor
- ☒ Restrictions
- ☒ Act of Dedication (separate)
- ☒ CAD of sewer, storm drainage, street lighting, and water (submitted, not included herein)
- ☒ Traverse Calculations (3 pages)
- ☒ Subdivision Development fees
  - ☒ Sewer: \$5000.00 (ref Section IV, B.4)
  - ☒ Recreation: \$7500.00 (ref Section III. F. 1.b & memo)
  - ☒ Lighting: \$1200.00 (ref Section IV. E.3.d.1 & memo)
  - ☒ Testing: \$2800.50 (ref Section II. F. 5. B. & memo)
  - ☒ Warranty Inspection fee: \$1000.00 (ref Section II. H. 1)
  - ☒ Administrative fees: \$169.76 (ref Section V. A. 3. a-c & memo)
- ☒ Post construction stormwater permit
- ☒ Parish Engineer Approval of Final Plat

### Subdivision Regulations Section II, Paragraph H:

- ☒ Maintenance agreement/Surety Bond
- ☒ GASB 34 Calculation



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

### MEMORANDUM

To: Mr. Michael Albert  
Director of Planning and Zoning

From: Clayton Fauchaux  
Director of Public Works/Wastewater

Date: March 19, 2019

Re: **Oak Alley Subdivision**  
**Final Acceptance**

The drainage and wastewater facilities for the above mentioned subdivision have been inspected, with the developer, and found to be in conformance with the plans and specifications with no items to be considered as a 'punch list'. The developer uncovered street storm drains for inspection and recovered to prevent sediment getting into the subsurface drains as requested by Public Works. Street was swept with street sweeper today prior to inspection. All items are in conformance.

The contractor identified and completed the "punch list" prior to final inspection. Should you have any questions or comments, please do not hesitate to call.

CF/cmf

cc: Mr. Larry Cochran, Parish President  
Parish Council, c/o Ms. Valerie Berthelot  
Mr. LJ Brady, Assistant Director Wastewater  
Mr. Chandra Sampey, Parish Contract Monitor  
Mr. Marny Stein, Development Review Planner  
Mr. Joey Murray, Developer



LARRY COCHRAN  
PARISH PRESIDENT

ROBERT BROU  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070

(985) 783-5110 • Fax: (985) 785-2005

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

March 19, 2019

Mr. Michael Albert  
Director, Planning and Zoning  
St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057

Re: Oak Alley Street Extension  
Waterline Installations

Dear Mr. Albert:

The water main installations as shown on Oak Alley Street Extension plans, dated, June 7, 2018, as revised August 9, 2018, by Murray Architects have been installed. The completed installation has passed the required Pressure/Leakage and Bacteriological tests.

Final approval is hereby granted contingent upon the following stipulations:

- The stand pipe at the end of the line must be removed once river levels are below flood stage.

The owner is responsible for the maintenance of this water system for a period of one year after acceptance by the St. Charles Parish Council.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely,

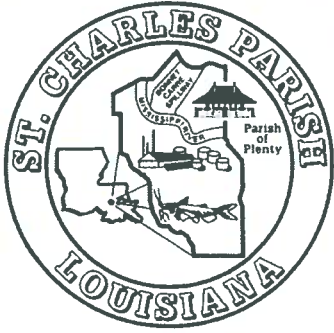


Robert Brou

Cc: Mr. Joey Murray

RB:rcj





# ST. CHARLES PARISH

## *PUBLIC WORKS CONTRACT MONITORING*

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 331-8604 • FAX (985) 764-7834

Website: [www.stcharlesgov.net](http://www.stcharlesgov.net)

**LARRY COCHRAN**  
PARISH PRESIDENT

**CLAYTON FAUCHEUX**  
DIRECTOR

Date: March 15, 2019

To: Marny Stein,  
Senior Planner

From: Chandra Sampey  
Contract Monitoring Specialist

RE: **Final Inspection Approval:** Oak Alley Subdivision

This is a letter of final approval for the lighting layout and installation for street lights in Oak Alley Subdivision in Destrehan. The streetlights have been installed, inspected and are ready to be energized.

Thank You,

Chandra Sampey  
Contract Monitoring Specialist

CC:  
Clayton Fauchaux, Public Works Director  
Don Edwards, Sr Parish Engineer



MHI Investments, LLC

March 19, 2019

Mr. Michael Albert  
St. Charles Parish  
Planning and Zoning Director  
14996 River Road  
Hahnville, Louisiana 70057

RE: Oak Alley Subdivision  
Restrictive Covenants


Mr. Albert,

This correspondence is notification that we do not intend to place restrictive covenants on the lots in Oak Alley Subdivision at this time.

We are in the process of designing our homes in the subdivision and may place restrictions on the lots in the future.

Should you have any questions, please do not hesitate to call me.

Sincerely,



Gary Smith, Sr.

# Overall Boundary Closure Report

North: 3306.4898' East: 8290.4969'

Segment #1 : Line

Course: S62° 12' 00"E Length: 135.980'

North: 3243.0706' East: 8410.7822'

Segment #2 : Line

Course: N46° 05' 44"E Length: 174.110'

North: 3363.8085' East: 8536.2280'

Segment #3 : Line

Course: S62° 50' 24"E Length: 158.480'

North: 3291.4660' East: 8677.2333'

Segment #4 : Line

Course: S27° 09' 26"W Length: 167.080'

North: 3142.8054' East: 8600.9723'

Segment #5 : Line

Course: S62° 12' 00"E Length: 164.980'

North: 3065.8609' East: 8746.9105'

Segment #6 : Line

Course: S33° 13' 50"W Length: 541.258'

North: 2613.1136' East: 8450.2960'

Segment #7 : Line

Course: N62° 12' 00"W Length: 226.219'

North: 2718.6191' East: 8250.1870'

Segment #8 : Line

Course: N27° 21' 32"E Length: 36.650'

North: 2751.1697' East: 8267.0300'

Segment #9 : Line

Course: N63° 13' 25"W Length: 46.000'

North: 2771.8931' East: 8225.9625'

Segment #10 : Line

Course: N27° 21' 32"E Length: 126.300'

North: 2884.0659' East: 8284.0052'

Segment #11 : Line

Course: N63° 13' 25"W Length: 115.000'

North: 2935.8745' East: 8181.3365'

Segment #12 : Line

Course: N26° 46' 35"E Length: 18.000'

North: 2951.9444' East: 8189.4457'

Segment #13 : Line

Course: N63° 13' 25"W Length: 12.000'

North: 2957.3505' East: 8178.7324'

Segment #14 : Line

Course: S26° 46' 35"W Length: 18.000'

North: 2941.2806' East: 8170.6233'

Segment #15 : Line

Course: N63° 13' 25"W Length: 171.725'

North: 3018.6444' East: 8017.3121'

Segment #16 : Line

Course: S34° 44' 51"W Length: 107.057'

North: 2930.6787' East: 7956.2938'

Segment #17 : Line

Course: N55° 15' 11"W Length: 33.222'

North: 2949.6136' East: 7928.9960'

Segment #18 : Line

Course: N9° 50' 52"W Length: 289.790'

North: 3235.1338' East: 7879.4329'

Segment #19 : Line

Course: N80° 09' 08"E Length: 417.210'

North: 3306.4897' East: 8290.4955'

Perimeter: 2959.060' Area: 348479.61 Sq. Ft.

Error Closure: 0.0014 Course: S84° 09' 21"W

Error North: -0.00014 East: -0.00137

Precision 1: 2113615.000



LARRY COCHRAN  
PARISH PRESIDENT

DUANE P. FORET  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PARKS & RECREATION

274 JUDGE EDWARD DUFRESNE PARKWAY • LULING, LOUISIANA 70070

(985) 331-3795 • Fax: (985) 783-5095

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

DATE: August 10, 2018

TO: MRS. MARNEY STEIN  
ST. CHARLES PARISH PLANNING AND ZONING, REVIEW PLANNER

FROM: DUANE P. FORET   
DEPARTMENT OF PARKS AND RECREATION, DIRECTOR

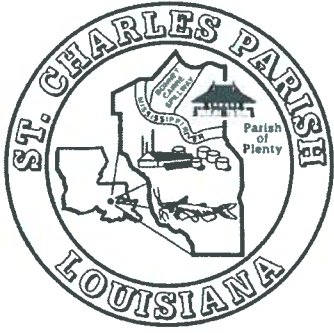
RE: Recreation Obligation,  
Oak Alley Subdivision

The Department of Parks and Recreation has received and reviewed the proposed residential development with the Department of Planning and Zoning Review Planner's calculation of 32,622.73 square feet for a land donation, or a fee donation of \$7500.00, for Oak Alley Subdivision located in Destrehan, Louisiana. The Department of Parks and Recreation would like to accept the fee donation of \$7,500.00 from the developer, in order for the developer to meet their recreation obligation as per our Council Ordinance.

If you have any questions regarding this letter, please feel free to contact me at your convenience.

cc: Billy Raymond, COA, St. Charles Parish  
Dwayne Lagrange, Executive Director, St. Charles Parish





# ST. CHARLES PARISH

## *PUBLIC WORKS CONTRACT MONITORING*

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 331-8604 • FAX (985) 764-7834


Website: [www.stcharlesgov.net](http://www.stcharlesgov.net)

LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

### MEMORANDUM

To: Marny Stein,  
Senior Planner

From: Chandra Sampey   
Contract Monitoring Specialist

Date: March 21, 2019

RE: **Oak Alley Subdivision**  
**2<sup>nd</sup> Final Inspection - Streetlight Layouts**

The streetlight inventory supplies have been received as per the ordinance. The required developer deposit due to Planning and Zoning is \$1200.00.

CC:  
Clayton Fauchaux, Public Works Director  
Parish Council, c/o Valerie Berthelot  
Joey Murray, Developer

**Marny Stein**

---

**From:** Clayton Fauchaux  
**Sent:** Tuesday, March 19, 2019 3:42 PM  
**To:** Michael Albert; Marny Stein  
**Subject:** Oak Alley final inspection  
**Attachments:** Oak Alley final Platt.pdf; Oak Alley Sub Final Inspection.pdf

Michael/Marny  
Please see the attached letter to indicate passing of the final inspection for Oak Alley Subdivision. The fees for testing are \$2800.50 with no inspection costs.. There are no items on the punch list.  
Snookie Fauchaux



LARRY COCHRAN  
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP  
PLANNING DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057

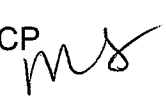
(985) 783-5060 • Fax: (985) 783-6447

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

### MEMORANDUM

DATE: March 19, 2019

TO: Michael Albert, AICP  
Director, Planning and Zoning

FROM: Marny Stein, AICP  
Senior Planner 

RE: **Administrative Fees for Oak Alley Subdivision**

Representatives for MHI Investments, LLC have been informed that administrative fees for Oak Alley are \$169.67, calculated below

- Recordation fee (\$4/page = \$56)
- Advertising cost (\$1.25/inch x 3 advertisements = \$3.75)
- Cost of notifying nearby property owners  
(\$2.29/letter x 16 letter x 3 Planning Commission meetings = \$109.92)



LARRY COCHRAN  
PARISH PRESIDENT

CLAYTON FAUCHEUX  
DIRECTOR

# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

July 19, 2018

This letter certifies that I have received a statement from Joey Murray of Murray Architects stating that the expected disturbed soil area of the Oak Alley extension for MHI Investments is 23, 589 square feet and is exempt from further MS4 permitting. Minimum best management practices for managing construction storm water still apply. They are:

1. Toed-in silt fencing protecting the low-lying areas of the property.
2. Installation of temporary construction entrances designed to prevent vehicle-transported sediment from leaving the site.
3. Dumpsters/Trash Receptacles must be kept closed or covered when no workers are present and during periods of inclement weather.
4. Concrete washout must take place more than fifty (50) feet from any parish drainage conveyance.

If there are any questions, please do not hesitate to contact the office of Public Works/Waste Water for further assistance.

John C. Gutierrez, Jr.  
MS4 Coordinator



MHI Investments, LLC

March 18, 2019

Mr. Clayton Fauchaux  
Director, Public Works/Wastewater  
100 River Oaks Drive  
Destrehan, LA 70047

Re: Oak Alley Subdivision

MAINTENANCE AGREEMENT

Dear Mr. Fauchaux,

This letter serves as an agreement to provide repair/replacement for bona fide deficiencies in the work product in the construction of the street and other improvements for the Oak Alley Subdivision for a period of eighteen (18) months from the date of acceptance by the Parish Council.

The items covered includes the street lights, water line, sewer line and storm drainage.

Any work product deficiencies will be covered by the installation contractor for the project who is Sampey General Contractors in accordance with Louisiana Law. As evidenced by the irrevocable Letter of Credit provided on behalf of the developer, we further guaranty this maintenance work, if needed, will be covered thereby.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Gary L. Smith



NEW ORLEANS  
LOAN PRODUCTION OFFICE

March 18, 2019

St. Charles Parish  
P.O Box 301  
Hahnville, LA 70057

RE: Irrevocable Letter of Credit #385  
M.H.I. Investments, L.L.C.  
10557 Airline Highway  
St. Rose, LA 70087

Amount \$25,969.00

Expiration Date: August 23, 2020

We hereby irrevocably authorize you to draw on M C Bank & Trust Company, Morgan City, LA, not to exceed the aggregate of Twenty-Five Thousand, Nine Hundred Sixty-Nine and 00/100 (\$25,969.00) Dollars, available by your draft(s) for the account of M.H.I. Investments, L.L.C.

Draft(s) must be presented at our office in Morgan City on or prior to the expiration date of August 23, 2020 (18 months from the date of the Act of Dedication) and must bear upon the face, the clause "Drawn under M C Bank & Trust Company, Morgan City, LA, Letter of Credit No. 385, dated March 18, 2019. Draft(s) must be accompanied by this original Letter of Credit and the following document(s):

Statement purportedly signed by the authorized representative of St. Charles Parish reading: "We hereby certify that the amount drawn hereunder is due by MHI Investments, LLC in conjunction with the Maintenance Agreement and Surety Maintenance Bond for Destrehan Plantation Estates, shown more fully on a survey prepared by Stephen P. Flynn of Riverlands Surveying Company, dated April 6, 2018, revised 6/14/2018 creating the Destrehan Plantation Estates".

We hereby agree with you that draft(s) under and in compliance with the terms of this Letter of Credit will be duly honored on delivery of documents as specified, if presented on or before the date mentioned above at the main office of M C Bank & Trust Company, 1201 Brashear Avenue, Morgan City, LA 70380.

This Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Brochure No 500."

Sincerely,

A handwritten signature in black ink, appearing to read "Barton Blanco".

Barton Blanco  
Senior Vice President

A handwritten signature in black ink, appearing to read "William 'Buck' Provosty".

William "Buck" Provosty  
Vice President

201 St. Charles Avenue, Suite 3209 • New Orleans, LA 70170  
(504) 434-6282 • [www.mcbt.com/lpo](http://www.mcbt.com/lpo)



NEW ORLEANS  
LOAN PRODUCTION OFFICE

March 19, 2019

St. Charles Parish  
P. O. Box 301  
Hahnville, LA 70057

RE: Irrevocable Letter of Credit No. 385  
Amendment No. 1  
M. H. I. Investments, L.L.C.  
Dated: March 18, 2019  
Amount: \$25,969.00

M C Bank & Trust Company hereby amends Irrevocable Letter of Credit No. 385 to read as follows:

1. Paragraph 3 changed from

Statement purportedly signed by the authorized representative of St. Charles Parish reading:  
"We hereby certify that the amount drawn hereunder is due by M.H.I. Investments, L.L.C. in  
conjunction with the Maintenance Agreement and Surety Maintenance Bond for Destrehan  
Plantation Estates, shown more fully on a survey prepared by Stephen P. Flynn of Riverlands  
Surveying Company, dated April 6, 2018, revised 6/14/2018 creating the Destrehan Plantation  
Estates"

TO

Statement purportedly signed by the authorized representative of St. Charles Parish reading:  
"We hereby certify that the amount drawn hereunder is due by M.H.I. Investments, L.L.C. in  
conjunction with the Maintenance Agreement and Surety Maintenance Bond for Oak Alley  
Subdivision, shown more fully on a survey prepared by Dading Marques and Associates, dated  
July 14, 2018, creating Oak Alley.

All other terms and conditions remain the same.

Should you have any questions or concerns please contact me at 504-434-6282.

Sincerely,

A handwritten signature in black ink, appearing to read "Barton Blanco", with a long horizontal line extending to the right.

Barton Blanco  
Executive Vice President

A handwritten signature in black ink, appearing to read "William Provosty", with a long horizontal line extending to the right.

William Provosty  
Vice President

201 St. Charles Avenue, Suite 3209 • New Orleans, LA 70170  
(504) 434-6282 • [www.mcvt.com/lpo](http://www.mcvt.com/lpo)





NEW ORLEANS  
LOAN PRODUCTION OFFICE

March 22, 2019

St. Charles Parish  
P. O. Box 301  
Hahnville, LA 70057

RE: Irrevocable Letter of Credit No. 385  
Amendment No. 2  
M. H. I. Investments, L.L.C.  
Dated: March 18, 2019  
Amount: \$25,969.00

M C Bank & Trust Company hereby amends Amendment No. 1 of Irrevocable Letter of Credit No. 385 to read as follows:

1. Paragraph 2 changed from

Statement purportedly signed by the authorized representative of St. Charles Parish reading:  
"We hereby certify that the amount drawn hereunder is due by M.H.I. Investments, L.L.C. in conjunction with the Maintenance Agreement and Surety Maintenance Bond for Oak Alley Subdivision, shown more fully on a survey prepared by Dading Marques and Associates, dated July 14, 2018, creating Oak Alley.

TO

Statement purportedly signed by the authorized representative of St. Charles Parish reading:  
"We hereby certify that the amount drawn hereunder is due by M.H.I. Investments, L.L.C. in conjunction with the Maintenance Agreement and Surety Maintenance Bond for Oak Alley Subdivision, shown more fully on a survey prepared read Cody A. DiMarco, P.L.S. Dading, Marques & Associates, LLC, dated July 14, 2018, revised March 15, 2019 and March 22, 2019, creating Oak Alley.

All other terms and conditions remain the same.

Should you have any questions or concerns please contact me at 504-434-6282.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barton Blanco".

Barton Blanco  
Executive Vice President

A handwritten signature in blue ink, appearing to read "William Provosty".

William Provosty  
Vice President

201 St. Charles Avenue, Suite 3209 • New Orleans, LA 70170  
(504) 434-6282 • [www.mcbt.com/lpo](http://www.mcbt.com/lpo)

## Oak Alley Subdivision

### Destrehan, Louisiana

March 18, 2019

To comply with the infrastructure requirements of the Governmental Accounting Standards Board (GASB) statement number 34, the following provides to the Department of Public Works, including the actual cost or fair market value of each item dedicated, on the street(s) within the subdivision. The cost contained herein is based on the actual contract between contractor and owner.

		Without Street Cost
A. Drainage (labor and Material cost)		
18" Reinforced Concrete Pipe Arched 136 feet	\$ 27,474.00	
Drain Manholes	\$ 9,600.00	
Precast Drain Inlet	\$ 21,600.00	
<b>Total Drainage Cost Including Labor</b>	<b>\$ 58,674.00</b>	<b>58,674.00</b>
B. Streets (labor and Material cost)		
Concrete Street, 7 inches thick	\$ 82,250.00	
Roll Over Curb	\$ 9,310.00	
Street Excavation for Base	\$ 4,000.00	
Structural Sand Base	\$ 11,900.00	
No Sidewalks, These to be installed during home construction		
<b>Total Streets Cost Including Labor</b>	<b>\$ 107,460.00</b>	
C. Wastewater (labor and Material cost)		
8" Gravity SDR 35 Sewer Lines	\$ 21,000.00	
6" Gravity House Connections	\$ 3,250.00	
4 Concrete Precast Sewer Manholes	\$ 12,000.00	
Sewer Manhole #1, inv. = 5.39		
Sewer Manhole #2, inv. = 5.67		
Sewer Manhole #3, inv. = 5.91		
Sewer Manhole #4, inv. = 6.42		
No Lift Stations		
<b>Total Wastewater Cost Including Labor</b>	<b>\$ 36,250.00</b>	<b>36,250.00</b>
D. Water (labor and Material cost)		
2 Fire Hydrants	\$ 9,800.00	
6" C-900 Water Line w/ Fittings	\$ 39,000.00	
3" PVC Conduit for Water Service 650 at 15 crossings	\$ 2,890.00	
<b>Total Wastewater Cost Including Labor</b>	<b>\$ 51,690.00</b>	<b>51,690.00</b>
E. Street Lights (labor and Material cost)		
Single Light Poles with 1 Fixtures 3 ea	\$ 14,926.00	
Single Light Poles with 1 Fixtures 2 ea	\$ 4,317.00	
<b>Total Street Lights</b>	<b>\$ 19,243.00</b>	<b>19,243.00</b>
	<b>\$ 273,317.00</b>	<b>165,857.00</b>

GARY SMITH  
PAMELA SMITH  
659 PINE STREET  
NORCO, LA 70079

5018  
84-7024/2654

TH  
MITH  
EET  
3079

5016  
84-7024/2654

3/15/19 DATE

3/15/19 DATE

PAY TO THE ORDER OF St. Charles Parish Finance Dept. \$ 5000.00  
Five Thousand and no/100

St. Charles Parish Finance Dept. \$ 7500.00  
Seven Thousand five hundred & no/100

FPB  
Florida Parishes Bank

arishes Bank

FOR Sewer Pamela W. Smith MP  
⑆265470242⑆ 0000212761⑆ 5018

ation Pamela W. Smith MP  
70242⑆ 0000212761⑆ 5016

4373

MURRAY ARCHITECTS, INC.  
13760 River Road  
Destrehan, LA 70047  
985-764-7275

GULF COAST BANK & Trust Company  
Metairie, LA 70005  
14-7043/2650

3/21/2019

PAY TO THE ORDER OF St. Charles Parish Dept. of Finance \$ \*\*1,200.00

One Thousand Two Hundred and 00/100\*\*\*\*\* DOLLARS

St. Charles Parish Dept. of Finance

MEMO Lighting Fee - Oak Alley Subdivision

⑆004373⑆ ⑆265070435⑆ 100566884⑆

4371

MURRAY ARCHITECTS, INC.  
13760 River Road  
Destrehan, LA 70047  
985-764-7275

GULF COAST BANK & Trust Company  
Metairie, LA 70005  
14-7043/2650

3/19/2019

PAY TO THE ORDER OF St. Charles Parish Dept. of Finance \$ \*\*2,800.50

Two Thousand Eight Hundred and 50/100\*\*\*\*\* DOLLARS

St. Charles Parish Dept. of Finance

MEMO Testing & Inspection Fee - Oak Alley Subdivision

⑆004371⑆ ⑆265070435⑆ 100566884⑆

4372

MURRAY ARCHITECTS, INC.  
13760 River Road  
Destrehan, LA 70047  
985-764-7275

GULF COAST BANK & Trust Company  
Metairie, LA 70005  
14-7043/2650

3/19/2019

PAY TO THE ORDER OF St. Charles Parish Dept. of Finance \$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

St. Charles Parish Dept. of Finance

MEMO Warranty Fee - Oak Alley Subdivision

⑆004372⑆ ⑆265070435⑆ 100566884⑆

4370

MURRAY ARCHITECTS, INC.  
13760 River Road  
Destrehan, LA 70047  
985-764-7275

GULF COAST BANK & Trust Company  
Metairie, LA 70005  
14-7043/2650

3/19/2019

PAY TO THE ORDER OF St. Charles Parish Dept. of Finance \$ \*\*169.67

One Hundred Sixty-Nine and 67/100\*\*\*\*\* DOLLARS

St. Charles Parish Dept. of Finance

MEMO Administrative Fee - Oak Alley Subdivision

⑆004370⑆ ⑆265070435⑆ 100566884⑆



# St. Charles Parish

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)

## Legislation Details

**File #:** 2019-0100    **Version:** 1    **Name:** Contract w/Huseman & Associates, LLC to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the Courthouse

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 3/25/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

**Sponsors:** Lawrence 'Larry' Cochran, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2019-0100 Contract.pdf](#)

Date	Ver.	Action By	Action	Result
3/25/2019	1	Parish Council		
3/25/2019	1	Parish President	Introduced	

**SMALL PROJECT**  
**CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Huseman and Associates, LLC, a limited liability company on acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the SCP Courthouse AHU #2 and #4 Replacement project as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

**1.0 GENERAL**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

**2.1.1** Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

**2.1.2** In general, the Project consists of the Design and Construction Management of the following major elements:

Replacement of AHU #2 and AHU #4 and the air delivery system (dual duct VAV's with single duct VAV's and hydronic heating), as well as replacement of the pneumatic controls with digital controls for the St Charles Parish Courthouse building. AHU #2 serves floor 1 on the Courthouse Lane side and a portion of the rear of the building on Joe Louis Lane. AHU#4 serves part of floor 2 on the Courthouse Lane side of the building.

**2.1.3** Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

**2.1.4** Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

**2.1.5** Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

**2.2** N/A Conceptual Design Report Phase(mark with X if required or N/A if not required)

**2.2.1** Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
  - 2.2.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project and participating in consultations with such authorities.
  - 2.2.4 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:(mark with X if required or N/A if not required)
    - N/A Discussion of project background and need.
    - X Schematic layouts, sketches, or photographs.
    - X Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
    - X Any special material specifications including major equipment specifications.
    - NA A preliminary cost estimate for each alternative.
    - X Engineer's conceptual opinion of probable costs for the selected alternative.
    - NA Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
    - X Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
  - 2.2.5 Meeting with the Owner and presenting findings of the Conceptual Design Report.
  - 2.2.6 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
    - Two(2) copies of the report for review.
    - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format.
    - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
  - 2.3.2 The Design Memorandum will consist minimally of the following sections:(mark with X if required or N/A if not required)
    - N/A Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
    - N/A Hydraulics - if necessary
    - N/A Treatment Processes - if necessary
    - X Design Criteria including a listing of all standard specifications to be used by type(concrete, piling, steel electrical, roads/foundations, etc)

- X Preliminary Drawings –11X17 minimum size
  - X The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
  - X Engineer's preliminary opinion of probable costs.
  - X Summary of estimated quantities – initial bid schedule
  - N/A Instrumentation & Control Philosophy
  - N/A Power Requirements
  - N/A Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description(including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Memorandum.
- Two(2) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format.
  - Two(2) copies of the drawings(11x17 minimum).
  - Once the drawing review is complete, submit one copy of the revised drawings.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.4 Design Phase

- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen-division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Phase.
- Two(2) copies of the contract/bid document for review.



- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## **2.5 Bidding Phase**

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 18 attached hereto and made a part hereof, for presentation and execution.

## **2.6 Construction Phase**

### **During the Construction Phase**

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
  - 2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall

endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

- 2.6.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 2.6.3** Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4** Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5** Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6** Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7** Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally

that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

**2.6.8 Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

**2.6.9 Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

**2.6.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

**2.6.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

**2.6.10 Construction Closeout Document.** Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract

Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

## 2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

- 2.7.1 Specify that the Contractor provide start-up services for the new equipment.
- 2.7.2 Specify that the Contractor provide training for Owner's staff to operate and maintain the new facility.
- 2.7.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble 6 complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Specify that the Contractor shall submit a "redline" set of "as built" drawings. Engineer shall provide a final set of stamped project drawings to incorporate the Contractor-provided "as built" set of drawings along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
  - 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection**
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
  - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
  - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
  - 2.8.4 **Duties and Responsibilities of RPR.**
    - 2.8.4.1 **Schedules.** Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
    - 2.8.4.2 **Conferences and Meetings.** Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
    - 2.8.4.3 **Liaison:**
      - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
      - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
    - 2.8.4.4 **Shop Drawings and Samples:**
      - Record date of receipt of Shop Drawings and samples.
      - Receive samples which are furnished at the site by Contractor and notify Engineer of availability of samples for examination.
      - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
    - 2.8.4.5 **Review of Work, Rejection of Defective Work, Inspection and Test.**
      - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general

- proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
  - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  - Keep pictorial record of progress of project.
- 2.8.4.9 Reports:
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.



- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
  - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
  - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 **Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 **Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
- 2.8.4.12 **Completion.**
  - Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
  - Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
- 2.8.5 **Limitation of Authority.**
  - 2.8.5.1 **Resident Project Representative**
    - Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
    - Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
    - Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
    - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
    - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
    - Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
    - Shall not authorize Owner to occupy the project in whole or in part.

- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### 3.0 SERVICES OF THE OWNER

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

### 4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:

- 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer. (mark the method of compensation with an X)

N/A Percentage of construction method is to be used, the fee shall be determined by referring to curve A or B on page      (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

X Lump Sum amount of \$89,000.00 paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall

be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
  - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
  - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

- 4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 19 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit B on page 20 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic

Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

**5.1.2 Additional Services.** Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

**5.1.2.1** Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

**5.1.2.2** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

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

**5.1.2.4** Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

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

**5.1.2.6** Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

**5.1.2.7** Providing renderings or models for Owner's use.

**5.1.2.8** Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

**5.1.2.9** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

**5.1.2.10** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

**6.0 OWNERSHIP OF DOCUMENTS,**

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

**7.0 TERMINATION.**

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.

**8.0 COMPLIANCE WITH LAWS AND ORDINANCE.**

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

**9.0 SUCCESSORS AND ASSIGNS**

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

**10.0 INSURANCE**

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

unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

#### 11.0 GENERAL.

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



- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

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

WITNESSES:

ENGINEER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Jeffrey Huseman, P.E.  
 President  
 Huseman & Associates, L.L.C.

## EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

### Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

### One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.



March 21, 2019

St Charles Parish Government  
P.O. Box 302  
Hahnville, LA 70057  
ATTENTION: Mr. Bob Messerly

**EXHIBIT B**

Dear Bob,  
*Via Email*

We appreciate the opportunity to submit a fee proposal to perform electrical and mechanical consulting engineering services associated with the project reference above.

It is our understanding that the intent of this project is to design mechanical and electrical construction documents for the replacement of AHU #2 and AHU #4 and the air delivery system (dual duct VAV's with single duct VAV's and hydronic heating), as well as replacement of the pneumatic controls with digital controls for the St Charles Parish Courthouse building. AHU #2 serves floor 1 on the Courthouse Lane side and a portion of the rear of the building on Joe Louis Lane. AHU#4 serves part of floor 2 on the Courthouse Lane side of the building. Architectural work shall be performed by Murray Architects.

Our engineering service consists of providing construction documents and construction administration for the following scope of work:

PART I - Construction Documents

- A. **MEP Design**
  - 1. Size, specify and select new AHU.
  - 2. Design ductwork modifications required to convert system from dual duct VAV to single duct VAV.
  - 3. Design specify removal of related (VAVs, etc.) pneumatic controls and replace with digital controls compatible with the existing Carrier control system.
  - 4. Design and specify modifications for hydraulic hot water heating system as required for new VAVs.
  - 5. Design and specify replacement plumbing above the Deputy Clerk of Courts office.
  - 6. Design and specify HVAC and electrical as required in Deputy Clerk of Courts and voter registers office.
  - 7. Specifications and related schedules.
  - 8. Design associated electrical.
  - 9. Specify sequence of construction to minimize "down time".
  - 10. Project meetings.
- B. **Architectural Design** (performed by Murray Architects)
  - 1. Provide architectural CD's to facilitate the removal and replacement of the existing HVAC equipment on the first floor.

PART II - Bid

- 1. Attend pre-bid meeting and assist with bid news.

PART III - Construction Administration

- 1. Review shop drawings'
- 2. Project observations.

Our fee for the above scope of work shall be:

Parts I and II (A*+B*&Bid) .....	\$75,650.00
Part III (CA) .....	\$13,350.00
<b>Total.....</b>	<b>\$89,000.00</b>

The fee quoted above is based on:

- 1. Receiving owner provided survey including elevations, utilities, servitudes, etc. if required.
- 2. Receiving Owner provided "As built" drawings.

The fee quoted above does not include:

- 1. Structural services.
- 2. Permit fees.

Reimbursable expenses shall include expenses incurred by the engineer in the interest of the project for:  
Reproduction, Plotting, Courier service (if required)

We will invoice you upon completion of the construction documents or monthly for work rendered, whichever comes first, and monthly during construction administration. Payment terms are net 45 days. Invoices will be past due after 45 days and a late charge of 1.5% per month will accrue

This proposal expires 30 days from date issued, unless executed, after which time this proposal shall be considered null and void.

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,  
Huseman & Associates, L.L.C.

Jeffrey Huseman, P.E.

JH:mg

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner or Authorized Agent



**2019 H&A Hourly Rates**

Principle.....	\$195.00
Senior Professional .....	\$165.00
Department Head.....	\$165.00
Project Manager.....	\$165.00
Professional Engineer.....	\$150.00
Engineer (E.I.T.).....	\$125.00
Senior Designer.....	\$125.00
Cad Operator.....	\$100.00
Administrative personnel.....	\$ 60.00
Expenses.....	Actual Cost
Travel: (if required)	
Mileage.....	\$ .50 per mile
Travel time.....	per hourly rate



# St. Charles Parish

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Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

## Legislation Details

**File #:** 2019-0101    **Version:** 1    **Name:** Support construction services guidelines for Esperanza Business Park - Phase II

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

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution in support of construction services guidelines for Esperanza Business Park - Phase II.

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

**Indexes:**

**Code sections:**

**Attachments:** [2019-0101 SCP Construction Services for Esperanza Business Park Phase II](#)

Date	Ver.	Action By	Action	Result
4/8/2019	1	Parish President	Introduced	

## **Esperanza Business Park – Phase II Parish Construction Services**

The guidelines below will be used by St. Charles Parish Department of Public Works to provide engineering and inspection services during construction of Esperanza Business Park – Phase II. These services apply to construction of roads, drainage, sanitary sewage facilities and street lighting.

1. Review and approve construction schedule.
2. Review and approve shop submittals of materials and equipment for conformance with the approved subdivision or land development plans, and good engineering practice.
3. Review and approve construction testing plan.
4. Observe construction when needed for conformance with the approved subdivision or land development plans.
5. Identify and report any non-conformities with the construction.
6. Coordinate any unforeseen design and construction issues with the developer's engineer and contractor.
7. Prepare daily reports for construction observation.
8. Attend progress meetings as needed.
9. Perform a final inspection and prepare a final punchlist.
10. Review and approve as-built drawings.
11. Review and approve operation and maintenance manuals as needed.
12. Obtain warranties as needed.





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## Legislation Details

**File #:** 2019-0102    **Version:** 1    **Name:** Opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue

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

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution in opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue.

**Sponsors:** Mary K. Clulee, Julia Fisher-Perrier, Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, John R. 'Dick' Gibbs, William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
4/8/2019	1	Council Member(s)	Introduced	



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## Legislation Details

**File #:** 2019-0069    **Version:** 2    **Name:** Amend PC Rules-add Rule 40. The microphone system within the council chambers is a luxury and is a mechanism for use in preserving decorum by being turned off during Council debate when deemed necessary by the Council Chairperson

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

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:** Yes

**Title:** A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is a luxury and is a mechanism for use in preserving decorum by being turned off during Council debate when deemed necessary by the Council Chairperson.

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:** [2019-0069 Failed proposed Reso](#)

Date	Ver.	Action By	Action	Result
4/8/2019	2	Council Member(s)	Introduced	
3/25/2019	1	Parish Council		
3/25/2019	1	Parish Council		
3/11/2019	1	Parish Council		
3/11/2019	1	Council Member(s)	Introduced	

**2019-0069**

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

A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session.

**WHEREAS,** the current Council Rules do not specify this requirement; and,

**WHEREAS,** the microphone system located in the council chambers provides for the St. Charles Parish Council Meeting to be facilitated in an Open and Public Manner in accordance with the Open Meetings Law.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby amend the Parish Council Rules by adding Rule 40:

**RULE 40.**

The microphone system within the council chambers is required to remain in the on position prior to Call to Order through the completion of Adjournment with the exception of a recess or executive session.

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

**YEAS:** HOGAN

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

**ABSENT:** NONE

**PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON MARCH 25, 2019.**

2019-0069 Failed Council Rule 40 - PH (2-27-19) (L\_3-11-19)



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## Legislation Details

**File #:** 2019-0111    **Version:** 1    **Name:** Appoint a member to the Hospital Service District No. 1, Parish of St. Charles  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/16/2016	1	Parish Council	Enacted Legislation	



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## Legislation Details

**File #:** 2019-0112    **Version:** 1    **Name:** Appoint a member to the Hospital Service District No. 1, Parish of St. Charles  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 4/8/2019    **In control:** Parish Council  
**On agenda:** 4/8/2019    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
5/7/2018	1	Parish Council	Enacted Legislation	



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## Legislation Details

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**File #:** 2019-0110    **Version:** 1    **Name:** St. Charles Parish's obligation regarding maintenance of the Sunset Drainage District Levee per the St. Charles Parish Sunset Drainage District Cooperative Endeavor Agreement and Levee settlement concerns

**Type:** Special Matter    **Status:** In Council - Special Matters

**File created:** 4/8/2019    **In control:** Parish Council

**On agenda:** 4/8/2019    **Final action:**

**Enactment date:**    **Yes**

**Title:** St. Charles Parish's obligation regarding maintenance of the Sunset Drainage District Levee per the St. Charles Parish Sunset Drainage District Cooperative Endeavor Agreement and Levee settlement concerns

**Sponsors:** Paul J. Hogan

**Indexes:**

**Code sections:**

**Attachments:** [2019-0110 back up-P. Hogan.pdf](#)

Date	Ver.	Action By	Action	Result
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U/R

2014-0320

2019-0110

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(CHIEF ADMINISTRATIVE OFFICER)

ORDINANCE NO. 14-10-10

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Sunset Drainage District to define the respective rights, duties, responsibilities, and liabilities.

- WHEREAS, the PARISH and the DISTRICT have joint responsibility for providing adequate drainage and comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and,
- WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part that, *"For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"*; and,
- WHEREAS, the PARISH, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining drainage and flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for drainage and flood control projects with the power to enter into maintenance agreements to maintain drainage and flood control structures and levees; and,
- WHEREAS, the DISTRICT is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any drainage and flood control project; and,
- WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,
- WHEREAS, the PARISH assumed the governing authority of the DISTRICT and it is in the public's best interest that the assets be transferred and the authority to act on behalf of the DISTRICT be provided to the PARISH; and,
- WHEREAS, the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the PARISH and the DISTRICT assumed under this Agreement with respect to the "PROJECT".

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

**SECTION I.** That the Cooperative Endeavor Agreement between St. Charles Parish and Sunset Drainage District to define the respective rights, duties, responsibilities, and liabilities of both parties is hereby approved and accepted.

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

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN  
FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, FLETCHER

And the ordinance was declared adopted this 6th day of October, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10-8-14

APPROVED: [Signature]

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10-8-14

AT: 2:00pm

RECD BY: [Signature]



COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN  
ST. CHARLES PARISH  
AND  
SUNSET DRAINAGE DISTRICT

THIS AGREEMENT entered into and on the date hereinafter written by and between:

ST. CHARLES PARISH, a local political subdivision of the State of Louisiana, with its domicile parish seat at Hahnville, Louisiana, represented herein by V. J. St. Pierre, Jr., its President duly authorized by vote of its Parish Council dated 10-6-14, attached hereto and made a part hereof, hereinafter sometimes referred to as "PARISH;" and,

The SUNSET DRAINAGE DISTRICT, a drainage district authorized by the laws of the State of Louisiana with its primary business domicile in Hahnville, Louisiana in St. Charles Parish, represented herein by Julia Fisher Perrier, its President of the Board of Commissioners, duly authorized by resolution of its Board of Commissioners dated 10-6-14 attached hereto and made a part hereof, hereinafter sometimes referred to as "DISTRICT."

WITNESSETH THAT:

WHEREAS, the PARISH and the DISTRICT have joint responsibility for providing adequate drainage and comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and,

WHEREAS, ARTICLE VII, SECTION 14( C) of the LOUISIANA CONSTITUTION OF 1974 provides in part that, "*For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;*" and,

WHEREAS, the PARISH, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining drainage and flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for drainage and flood control projects with the power to enter into maintenance agreements to maintain drainage and flood control structures and levees; and,

**WHEREAS**, the **DISTRICT** is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any drainage and flood control project; and,

**WHEREAS**, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

**WHEREAS**, the **PARISH** assumed the governing authority of the **DISTRICT** and it is in the public's best interest that the assets be transferred and the authority to act on behalf of the **DISTRICT** be provided to the **PARISH**; and,

**WHEREAS**, the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the **PARISH** and the **DISTRICT** assumed under this Agreement with respect to the "PROJECT;" and,

**WHEREAS**, the **PARISH** and the **DISTRICT** have the complete legal authority and capacity to enter into the terms of this Agreement; and,

**NOW, THEREFORE**, in consideration of the premises and mutually dependent covenants contained herein, the parties agree to the following:

#### **ARTICLE I – PURPOSE AND INTENT**

The purpose and intent of the Agreement is to authorize the **PARISH** to administer, manage, fund, implement, operate, maintain, provide, utilize, police, repair, replace, construct, and or rehabilitate earthen levees, bulkheads, embankments, canals, floodwalls, floodgates, temporary pumps, pumping stations and associated buildings and any servitudes or easements associated with these items located within the Sunset Drainage District on behalf of the **DISTRICT** without requiring approval of the **DISTRICT**.

All **DISTRICT** monetary assets, property, rights-of-way, servitudes, buildings, structures, equipment, personnel are hereby transferred to the **PARISH** in exchange for the services and funding provided by **PARISH** in the furtherance of purpose and intent of this agreement.

#### **ARTICLE II – AUDIT AND MAINTENANCE OF RECORDS**

- A. The **PARISH**, on behalf of the **DISTRICT**, shall keep books, records, documents, and other evidence pertaining to the costs and expenses incurred pursuant to this Agreement according to laws of the State of Louisiana;

### **ARTICLE III – HOLD HARMLESS AND INDEMNIFICATION**

- A. The PARISH assumes full responsibility for the performance of its obligations under this Agreement and any future Agreement(s) or Amendments to the Project; The PARISH relieves the DISTRICT for any of its responsibilities while implementing this Project other than those obligations specifically undertaken by the DISTRICT except for any damages arising from the obligations undertaken by the DISTRICT, its appointed officials, employees, agents, representatives and contractors.
- B. The PARISH shall indemnify, hold harmless and defend the DISTRICT, its appointed officials, employees, agents, representatives and contractors, from and against any and all claims, demands, suits under law, causes of action, losses or liabilities of every kind, character and nature and shall pay in full any judgment, including any attorney fees, costs and legal interest, which may be rendered against the DISTRICT on account of the injuries to or death of any persons, or damage to any property of others, arising or allegedly arising out of or in any way connected with or in concert upon the performance by the DISTRICT, its appointed officials, employees, agents, representatives and contractors, of its obligations within this Agreement, except for those claims, demands, causes of action, losses or liabilities resulting from the sole or concurrent negligence of the DISTRICT.

### **ARTICLE IV- COMPLIANCE WITH LAWS**

In acting pursuant to the rights and obligation set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La. R.S. 38:2211, et seq.)

### **ARTICLE V- PERSONS NOT TO BENEFIT**

No elected or appointed public official shall be permitted to personally benefit from this Agreement.

### **ARTICLE VI- APPLICABLE LAW**

This Agreement shall be governed by and interpreted to the laws of the State of Louisiana and the ordinances of St. Charles Parish. The parties agree and consent to the jurisdiction of the state court within St. Charles Parish, State of Louisiana and the appellate court assigned to hear matters from St. Charles Parish. The parties agree to all actions and proceedings arising out of this Agreement shall be litigated in the District Court for St. Charles Parish.

## **ARTICLE VII- SEVERABILITY AND SURVIVAL OF THE AGREEMENT**

Each provision of this Cooperative Endeavor Agreement is severable from the other provisions. Should any provision of the Agreement be found invalid or unenforceable, then the provision or its part thereof, in question or contested shall be ineffective only to the extent required by law, without invalidating the remainder of the provision or the remainder of the other provisions found in this Agreement or the Agreement, itself. To the extent permitted by law, any provision found to be invalidate or unenforceable, then that provision shall be redrawn to the extent necessary to render it valid or enforceable consistent with the intent of the parties as demonstrated throughout this Agreement.

## **ARTICLE VIII- ENTIRE AGREEMENT**

This Agreement and any exhibits attached to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes any and all prior and contemporaneous written and oral agreements or understandings between the Parties. Except as otherwise provided within this Agreement, the terms and conditions may not be amended, superseded, terminated or altered except by agreement evidenced by written instrument signed by both Parties, authorized and approved by certified copies of resolutions by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners.

## **ARTICLE X-TERMINATION FOR CAUSE**

- A. Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions set forth in this or any future Agreement. Provided, however, that the party seeking to terminate the Agreement, shall give the other party in noncompliance written notice specifying the failure to comply. If within thirty (30) days after receipt of such notice, the party in noncompliance shall not have either corrected the failure or proceeded diligently to complete the correction, the party seeking termination may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in the notice.
- B. Any termination of this Agreement shall not relieve the parties of liability for any obligation previously incurred.
- C. Should the DISTRICT cause this Agreement to be terminated, then the DISTRICT SHALL reimbursed the PARISH for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by PARISH the DISTRICT will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

## ARTICLE XI- TERMINATION WITHOUT CAUSE

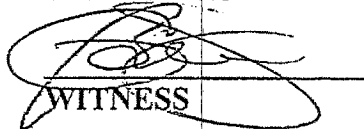
Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. The terminating party SHALL reimburse the other party for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by opposite party the terminating party will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

## ARTICLE IX- MISCELLANEOUS PROVISIONS

- i. All the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns;
- ii. The Parties mutually agree that the PARISH has the authority to execute any and all agreements as may be necessary or expedient in the furtherance of the affairs of the DISTRICT having been authorized by the and approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, as evidenced by certified copies of the resolutions of the Council and the District;
- iii. The Agreement shall become effective by the execution and signing by the Parties below after having been approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, evidenced by certified copies of their respective resolutions;
- iv. Except as otherwise provided above, this Agreement shall remain in effect until termination by written mutual consent of all parties in writing evidenced by the resolutions of the St. Charles Parish Council and the Sunset Drainage District;
- v. Any borrow material excavated from Lot 761 [also known as Fractional Ten (10) in Township 14 South, Range 20 East, Parish of St. Charles, State of Louisiana containing Two Hundred Eighty-Five and 60/100 (285.60) acres, more or less] that is 1) determine to be useful in the construction of flood protection infrastructure shall only be utilized in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District in perpetuity, and 2) determined to be non-useable for in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District but useable for any other purpose shall require approval for its use by the DISTRICT.
- vi. The use of Lot 761 for any purpose of other than providing borrow material as previously specified shall require approval for such use by the DISTRICT.
- vii. The Cooperative Endeavor Agreement may be executed in multiple originals.

THUS SIGNED AND EXECUTED, in St. Charles Parish, by the duly authorized representative of St. Charles Parish, State of Louisiana on this 8<sup>th</sup> day of October, 2014, in the presence of the undersigned witnesses, who having signed their names, and together with me, Notary, witnessed the signature of the authorized representative of St. Charles Parish.

SIGNATURE



WITNESS

Gary Bal Jr. PO Box 428  
Print Name and Address Laplace, LA 70069

Andrea Coleman  
Witness

Andrea Coleman PO Box 92 St. Rose, LA 70087  
Print Name and Address

ST CHARLES PARISH

BY



V.J. ST. PIERRE, JR.  
PRESIDENT



NOTARY PUBLIC

Louise C. V. ...

Name and Address

50825

Notarial Number

Bar Number if applicable  
Commission expires:

at demand



THUS DONE AND EXECUTED, in the Parish of St. Charles,  
State of Louisiana, by the duly authorized representative of Sunset Drainage  
District, State of Louisiana, on this 8<sup>th</sup> day of October, 2014, in the presence  
of the undersigned witnesses, who having signed their names, together with me,  
Notary, and after having witnessed the signature of the representative of the Sunset  
Drainage District.

SUNSET DRAINAGE DISTRICT

SIGNATURE:

[Signature]  
Witness

BY [Signature]  
Julia Fisher-Perrier,  
PRESIDENT

Tiffany Clark P.O. Box 302  
Print Name and Address: Hahnville, LA 70057

Valerie R. Berthelot  
Witness

Valerie R. Berthelot P.O. Box 302  
Print Name and Address: Hahnville, LA 70057

[Signature]

NOTARY PUBLIC

Leanne C. Via

Name and Address

58827

Notarial Number

Bar Number if applicable

Commission expires:

at death



# ST. CHARLES PARISH

**PAUL J. HOGAN, PE**

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-2067

[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

January 23, 2019

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

Parish President Cochran:

At the Hurricane Protection Projects Committee meeting held on January 22, 2019, it was learned that a plan has not been developed to address any low spots in the Sunset Drainage District (SDD) as requested in the attached letter. We also learned that no call has been made on what is to be considered a low spot needing to be addressed. This is in lieu of the requirement to maintain the levee at the grades that existed when the SDD entered into the Cooperative Endeavor Agreement with the Parish.

I was glad to hear at the meeting that a new ground survey will be conducted to obtain an accurate ground elevation survey to compare to the ground elevation survey taken in 2013. This however, is two to three months away from being conducted per what we were told. Three months puts us at the beginning of May which is just one month ahead of hurricane season. If nothing is done with respect to developing a plan until after the survey is conducted, this does not provide enough time for a plan to be developed and low areas to be raised prior to the upcoming hurricane season. A plan of action needs to be developed now and put on the shelf for when it is needed. The survey that is to be conducted needs to be expedited so that any areas needing to be addressed can be found, the plan pulled off the shelf, and the plan immediately put into action.

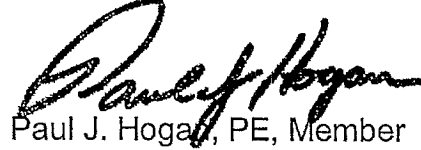
The plan needs to be analogous to the following:

1. A decision needs to be made on the minimum elevation that any portion of the levee will be allowed to sink to before action is taken to raise the levee.
  - a. 6' elevation on Petit Lake Des Allemands (Mud Lake)?
  - b. 5' elevation on Grand Bayou?
2. Identify areas which fall below the minimum elevation.
3. Use clay only from a Corp approved borrow pit when raising the low areas back the "minimum elevation + foot" to account for future settlement.
4. In the areas that are to be raised, place the clay in in accordance with the Corps of Engineers levee construction requirements.

January 23, 2019  
2<sup>nd</sup> Page

Your prompt attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul J. Hogan". The signature is fluid and cursive, with the first name "Paul" being more prominent.

Paul J. Hogan, PE, Member  
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

Attachments

cc: Sunset Drainage District Governing Authority Members  
Mr. Donald Henry, Lafourche Basin Levee District Executive Director  
w/attachments  
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA)  
w/attachments  
Mr. Clayton Fauchaux, Public Works/Wastewater Director w/attachments  
Mr. Sam Scholle, St. Charles Parish Senior Project Manager w/attachments  
Mr. Mark Roberts, Burk-Kleinpeter, Inc. w/attachments  
Ms. Anna Thibodaux, Herald-Guide w/attachments  
Mr. Nick Reimann, The Advocate w/attachments  
Mr. Ivy Chauvin, Assistant Executive Director, LBLD



# ST. CHARLES PARISH

**PAUL J. HOGAN, PE**

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

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October 31, 2018

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

**9<sup>th</sup> Request**  
**1-10-19**

Parish President Cochran:

I received and have reviewed the attached letter dated October 22, 2018 sent to you from the Lafourche Basin Levee District (LBLD) in response to the attached letter, which I had sent to you, which you then forwarded to LBLD. The information provided explains very well how the Sunset Drainage District (SDD) levee system will be incorporated into the Upper Barataria Risk Reduction project which we hope comes to fruition at some point in time. This project is desperately needed and would result in providing an increase to the level of protection to the SDD whenever it would be implemented.

In the letter I sent you however, my concern was with the level of protection that is currently being provided to the SDD at this point in time, not the level of protection from this proposed future project. St. Charles Parish (SCP), though a cooperative endeavor agreement it has with the SDD, is responsible for maintaining the SDD levees. As I explained in my letter, my concern is the loss in the level of flood protection provided to the SDD as a result of levee settlement which has taken place since the time the CEA was entered into on October 8, 2014. Since that time, the only work provided by SCP to the levee system through the CEA has been the cutting of grass (grass cutting performed by the Lafourche Basin Levee District as a result of the CEA between SCP and the LBLD).

As I noted in my letter, the elevations recently taken on the crown of the levee shows that the levee has settled along Petit Lake Des Allemands (PLDA) by over 0.5' along most of this stretch with some settlement at greater amounts, the greatest being 1.3'. Settlement along the section along Grand Bayou from Highway 90 to the LA 306 bridge showed several reaches having settlement over 0.5' with the greatest being 1.4' in one area. This settlement has resulted in the SDD being put at a greater risk of having its levees overtopped now than before SCP assumed responsibility for maintaining the SDD levee system. The settlement that is being experienced is an ongoing issue. As a result, the level of protection to the SDD is constantly decreasing.

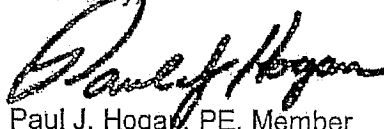
There is a minimum elevation that needs to be determined along the PLDA levee and as well as along Grand Bayou levee that SCP will not allow these levees to go below. It will be nearly impossible to access areas where these levees are being overtopped during a storm event to try and stop the overtopping at that time. Therefore, when these levees go below the minimum levee elevations which are deemed to be reasonable, SCP needs to have a plan in place to bring the crown of these levees back up to these elevations in addition to some freeboard added to the elevation to account for future settlement.

There needs to be a minimum level of protection that will be maintained along Grand Bayou and along PLDA (which abuts open water) as part of the CEA which is independent of the UBRP project. As stated in my letter, a plan needs to be put in place to maintain the PLDA levee at a minimum elevation (an elevation of at least 6.0' should be sufficient) and the section along Grand Bayou from Highway 90 to the LA 306 bridge at a minimum elevation (an elevation no less than 5.0' should be sufficient).

The other concern presented in my letter to you was that of the elevation of Highway 90 at the Paradis Canal. This was not addressed by SCP as requested in the letter sent to you. The elevation of the highway at this location is such that it has the potential of going under water during a storm event causing water to flow into the SDD at this location. The highway needs to be raised at this location to the preliminary DFIRM elevation of 5.0' plus 1' of freeboard in order for the levee to be tied into the raised highway. This will eliminate the two issues that exist at this location.

Please have these concerns reviewed and provide the Governing Authority of the SDD with a response to these concerns and SCP's plans with respect to having them both addressed.

Sincerely,



Paul J. Hogan, PE, Member  
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

Attachments

cc: Sunset Drainage District Governing Authority Members  
Mr. Donald Henry, Lafourche Basin Levee District Executive Director w/attachments  
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA) w/attachments  
Mr. Clayton Fauchaux, Public Works/Wastewater Director w/attachments  
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Ms. Anna Thibodaux, Herald-Guide w/attachments  
Mr. Nick Reimann, The Advocate w/attachments  
Mr. Ivy Chauvin, Assistant Executive Director, LBLD

Donald R. Henry  
Executive Director

James P. Jasmin  
President

Eric J. Mathern  
Vice President

**LBLD**

**COMMISSIONERS**

Craig Carter  
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Kevin Hebert  
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Jeffery "Jack" Henry  
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James P. Jasmin  
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Michael McKinney, Sr.  
Ascension Parish  
Eric Mathern  
St. Charles Parish  
Martin Rogers  
St. Charles Parish  
Gary Watson  
St. John Parish

**LAFOURCHE BASIN LEVEE DISTRICT**

P.O. Box 670 - 21380 Highway 20  
Yacherie, LA 70090  
(225) 265-7545  
1-800-827-7034  
FAX: (225) 265-7648

October 22, 2018

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

Reference: Sunset Drainage District

Dear President Cochran,

The Lafourche Basin Levee District (LBLD) is in receipt of a letter sent to your office on October 2, 2018 from St. Charles Parish (SCP) Councilman and Sunset Drainage District Member, Paul Hogan. LBLD would like to take this opportunity to provide you with an update of how the Sunset Levee is being addressed and evaluated as part of the Upper Barataria Risk Reduction (UBRR) project.

LBLD is very cognizant of the positions of State and Federal officials regarding the importance of advancing projects to a "shovel-ready" status, emphasizing the

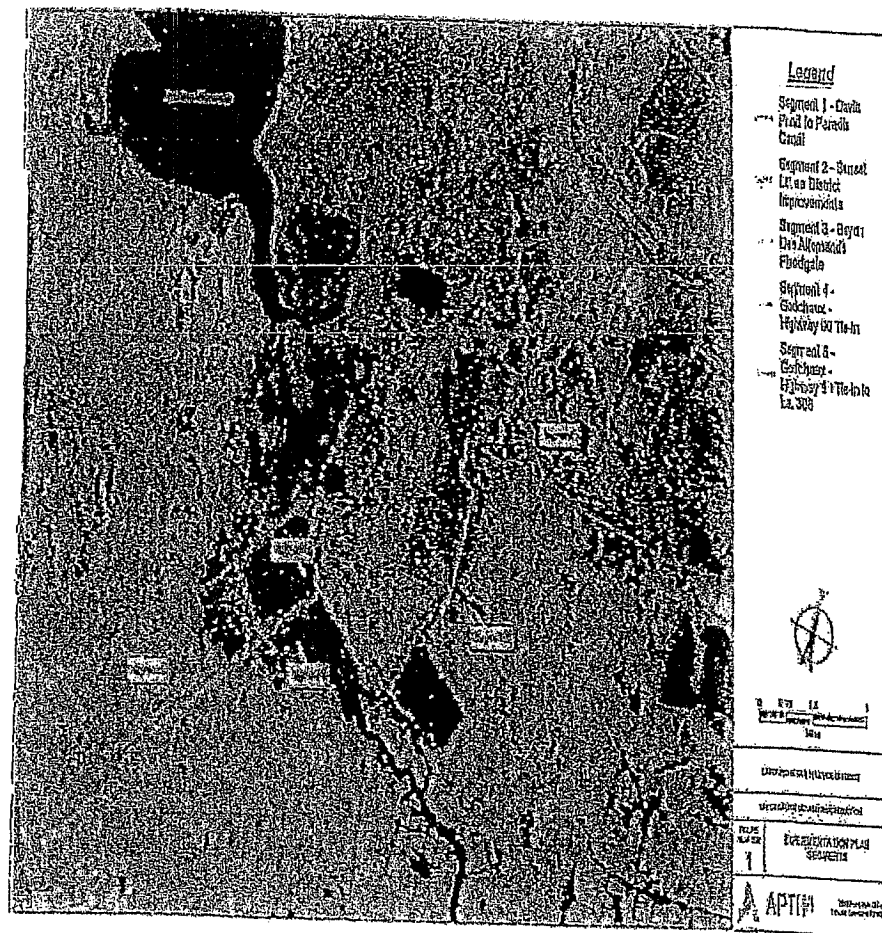
importance of local entities' funding efforts as a means to show local commitment and investments, incentivizing the State, Federal Government, and other stakeholders to continue their partnerships and to advance projects toward construction. This is especially important and timely due to the fact that the project is so highly ranked in the 2017 State Coastal Master Plan.

In order to adhere to this philosophy and provide a plan for project implementation, LBLD commissioned and funded the conceptual design of the UBRR project in order to evaluate the scope and costs of the 1% level of risk reduction and to develop a plan to provide system closure which will assist LBLD, the Louisiana Coastal Protection Restoration Authority (CPRA), the North Lafourche Levee District (NLLD), and all Parishes within the basin in moving the project forward to advanced stages of design and construction in a logical and cost-effective manner.



As you are aware, LBLD has been working closely with its partners at the local and State levels, including the North Lafourche Levee District (NLLD) and CPRA, as well as St. Charles Parish, to ensure that all projects in the UBRR system align with the shared goals and technical aspects of the overall project.

The ongoing work in your Parish is the critical foundation upon which the UBRR project will build to provide the ultimate goal of protecting against the 1% storm return interval, on what is commonly referred to as the "Highway 90 Alignment." This reach of the UBRR project is referred to as "Segment 1" in our design team's conceptual report. I have attached a map below for your reference. The collaboration between LBLD and SCP from the early phases of property acquisition to expropriation and ultimately, to operation and maintenance, has proven to be a mutually beneficial partnership, advancing the shared goals of our jurisdictions, which holds paramount the protection of the citizens which we serve. This includes not only "Segment 1", but also the vital continuation of the project alignment through the Sunset Drainage District (SDD), referred to as "Segment 2" in our design team's conceptual report.



LBLD contracted with Professional Service Industries (PSI) to perform a geotechnical field investigation and analysis of the Sunset Drainage District Levees in 2015. Two alternatives were analyzed with multiple phases to achieve a final elevation of +12.5 which corresponds to the approximate elevation of 1% level of risk reduction. In these alternatives, a landward shift of the levee and land side stability berm was required to maintain levee stability. The stability berms were in excess of 200 feet wide. At that time, the interim lift in that analysis was proposed to EL +10.0' and included construction of the entire stability berm needed for the final EL +12.5' cross section to facilitate strength gain and reduce final construction cost.

This has now become a shared priority after 2017 meetings with stakeholders. Since establishing an interim risk reduction system to EL +7.5', it is recommended that a more detailed geotechnical investigation be performed in the near future to analyze the data collected by PSI to design an interim levee cross-section to EL +7.5' that would provide the smallest levee footprint possible, while still maintaining the desired factors of safety. This approach would minimize costs and make establishment of EL +7.5' of hurricane and storm damage risk reduction easier to fund, construct, and maintain.

LBLD is aware of deficiencies in the Sunset Levee area (Segment 2) and plans to initiate additional data collection in order to determine the best course of action for addressing low spots along the Segment's length: either by earthen embankment or installation of sheet piling. This data collection will be coordinated closely between CPRA and LBLD, as Gulf of Mexico Energy Security Act (GOMESA) funds are tentatively slated by CPRA to address this area of the UBRR project. In Councilman Hogan's letter, he mentions that elevation have recently been taken on the crown of the levee. It would be helpful if this data could be provided to LBLD and the design team for evaluation and further use as the Sunset Levee is addressed moving forward.

To date, no formal geotechnical analysis has been performed on the feasibility of performing a straight levee lift raising the existing levee to an interim elevation of approximately +7.5. This analysis would need to be performed to provide the necessary confidence in raising the existing levee.

However, as part of the conceptual design effort for the UBRR project, the design team performed a preliminary analysis regarding the possibility of performing a straight earthen lift to the crown of the existing Sunset Levee to achieve the target interim level of risk reduction to EL +7.5'. This preliminary stability analysis to EL +7.5' with limited data available resulted in a levee Factor of Safety (FOS) of less than 1.3 in some areas. In addition, any earthen fill constructed within the limits of the existing crown of the levee would not benefit the currently proposed final system elevation of +12.5', as the PSI-recommended cross-sections of Segment 2 begin on the protected side crown of the existing levee to accommodate landward shift of the levee. While this method would likely reduce costs to the interim system, the effort would essentially be counterproductive and uneconomical in consideration of the overall program, based on the recommended sections outlined in PSI's geotechnical report. For these reasons, a simple, straight lift to the existing Sunset Levee is not recommended without more detailed analysis.

Thus, a financial decision would have to be made by LBLD and SCP regarding the investment of dollars to construct lifts of the Sunset levee which might not necessarily contribute to the ultimately required levee section that would achieve a 1% level of risk reduction in the future. As stated above, the current recommended cross-section for raising the Sunset Levee begins on the protected side edge of the levee crown. Any straight lift to the existing levee would not be part of the ultimate EL 12.5' levee, unless further geotechnical investigation proved that this method would provide an acceptable FOS for the ultimate levee cross-section for 100-year risk reduction.

We believe that as mutual stakeholders in the UBRR project, we should proceed with caution on adding embankment to the existing Sunset Levee without further analysis. This will enable both entities to make informed and logical decisions to most appropriately address issues in this segment of the overall project. In summary:

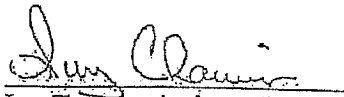
- The lifting of the Sunset Levee to a higher elevation or interim elevation of +7.5 would first require a geotechnical analysis to ensure the stability and integrity of the existing levee would be maintained in order to achieve the required factor of safety.
- From a construction standpoint, the existing levee would require de-grassing of approximately 6 inches prior to placement of lifts, which would need to be constructed in strict accordance with USACE criteria regarding the thickness of the lifts, and the quality/moisture content/compaction of the material placed.
- Further, suitability of spoil material would need to be evaluated. Material from the proposed borrow areas may not be suitable for levee embankment.
- Additionally, borrowing material from adjacent canals next to the levee can further reduce the FOS of the existing levees.
- While initial stability analyses indicate problems, which may preclude merely capping the existing levee, it may be feasible to install sheet piling to achieve an interim risk reduction elevation in low spots, pending additional geotechnical reviews. However, this still may require modifications to the existing levee to achieve the required FOS and could be a costly approach.

LBLD has made significant investments in the Sunset Levee area, through the geotechnical investigations mentioned above as well as in the initiation of conceptual design of the UBRR project, of which Sunset is a vital component. We reiterate our commitment to ensuring that all segments of the UBRR project receive attention and funding to complete the risk reduction system to LA Hwy 308 to achieve the ultimate goal of complete risk reduction from the West Bank and Vicinity Hurricane Protection Project to the Morganza to the Gulf Hurricane Protection Project, filling the void that has been plaguing the Upper Barataria Basin for decades.

Should you have any questions or require additional information, please do not hesitate to call me at (225) 265-7545

Yours truly,

LAFORCHE BASIN LEVEE DISTRICT



Ivy Chauvin, Assistant Executive Director



# ST. CHARLES PARISH

*PAUL J. HOGAN, PE*

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LA 70057  
(985) 783-5000 • Fax: (985) 783-2067  
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October 2, 2018

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

Honorable Cochran

As a member of the Governing Authority of the Sunset Drainage District (SDD), I am writing this letter to formally present to you several concerns that need addressing, that I, and many in the District have with respect to the District's levees. As you are aware, the SDD entered into a Cooperative Endeavor Agreement (CEA) with the Parish, whereby the Parish was made responsible for the operation and maintenance of the SDD on behalf of the SDD. Prior to that, the SDD would have a yearly summer program, whereby the levees were raised where they had settled and simply raised in others to increase the amount of protection by its employees. This afforded the residents of the SDD with the peace of mind knowing that the level of flood protection provided by the levees was being maintained and/or increased. Since the CEA was entered into about four years ago on October 8, 2014, the only work provided by the Parish has been the cutting of grass (grass cutting performed by the Lafourche Basin Levee District (LBLD) in accordance with a CEA between the Parish and the LBLD. Elevations recently taken on the crown of the levee, shows that the levee has settled along Petit Lake Des Allemands (PLDA) by over 0.6' along most of this stretch with some settlement at greater amounts with the greatest being 1.3'. Settlement along the section along Grand Bayou from Highway 90 to the LA 306 bridge showed several reaches having settlement over 0.5' with the greatest being 1.4' in one area.

The net result of the most recent survey shows that the SDD is at greater risk of having its levees overtopped than before the Parish assumed the responsibility for maintaining the SDD as a result of the levee settling.

At the August 20, 2018 SDD Meeting, Mr. Sam Scholle stated that there is a tentative plan to raise the SDD levee to an elevation of 7.5' via a joint plan with other entities as part of the Upper Barataria Risk Reduction project. This, however, is simply a proposed plan at this time that does nothing in the interim to address the sinking of the levees and the greater flood risk posed to the SDD in the meantime. There is a minimum elevation that needs to be determined along the PLDA and along Grand Bayou levees that the Parish will not allow these levees to go below. It will be nearly impossible to access areas where these levees are being overtopped during a storm event to try and stop the overtopping. Therefore, when these levees go below the elevations that need to be decided upon, which it may be below now, the Parish needs to have an interim plan in place to bring the crown of these levees back up to these elevations plus some freeboard added to account for future settlement. I seem to recall that the Governing Authority was advised by Mr. Sam Scholle several years ago that the elevation that would be maintained along Grand Bayou was an elevation of 5.0'. There are some areas that are currently below elevation 5.0'. With respect to the levee along PLDA which abuts open water, a review of the current elevations would give credence to maintaining this levee at an elevation of at least 6.0'.

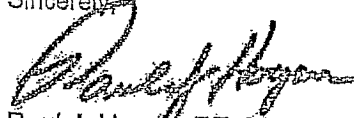


October 2, 2018  
Page 2

The next concern is the elevation of Highway 90 at the Paradis Canal. The elevation of the highway at this location is such that it has the potential of going under water during a storm event and water flowing into the SDD at this location. The highway needs to be raised at this location to the preliminary DFIRM elevation of 5.0' plus 1' of freeboard so that levee can be tied into the raised highway. This will eliminate the two issues that exist at this location.

Please have all of this reviewed and provide the Governing Authority of the SDD with a response to the expressed concerns and the Parish's plans with respect to having them addressed.

Sincerely,



Paul J. Hogan, PE, Member  
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

cc: Sunset Drainage District Governing Authority Members  
Mr. Donald Henry, Lafourche Basin Levee District Executive Director  
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA)  
Mr. Clayton Faucheux, Public Works/Wastewater Director  
Mr. Sam Scholle, St. Charles Parish Senior Project Manager  
Mr. Mark Roberts, Burk-Kleinpeter, Inc.  
Ms. Anna Thibodaux, Herald-Guide  
Mr. Nick Reimann, The Advocate

# **Flood risk in St. Charles Parish increasing as levee sinks from lack of maintenance**

- By NICK REIMANN | [nreimann@theadvocate.com](mailto:nreimann@theadvocate.com) Dec 17, 2018 - 7:30 pm



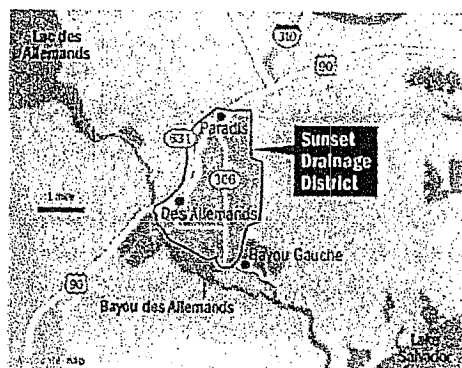
A cemetery abuts the Sunset Drainage Levee, build to protect property and residents in the communities of Bayou Gauche, Des Allemands and Paradis from flood damage in Bayou Gauche, La., Monday, Dec. 17, 2018. The St. Charles Parish Levee has been sinking, reducing flooding protection to the area.

More than 5,000 residents of southern St. Charles Parish are at greater risk of flooding now than they were four years ago, according to a recent survey showing that the levee protecting Des Allemands, Bayou Gauche and Paradis is sinking.

Almost the entire Sunset Drainage District levee that protects 16.4 square miles has subsided at least half a foot from 2014 to 2018, with one area along Petit Lac Des Allemands dropping to 5.9 feet this year, down from 7.1 feet in a 2014.

The findings, compiled by a team of scientists and engineers with St. Charles Parish government, have raised the ire of some officials and residents, who say that changes to how the levees are managed have delayed necessary maintenance, putting homes and businesses at risk.

"We need to have a plan in place to go out and repair those levees," Parish Councilman Paul Hogan said.



For most of the past century, levees in the area were maintained by the independent Sunset Drainage District, which was created by the Legislature and consisted of a board of five landowners in the area. In 2013, however, the parish government took control of the district.

According to Hogan, that's when the levees stopped being properly maintained.

A resident near the Grand Bayou Canal portion of the levee said its grass is cut frequently, but she hasn't seen an effort to raise it.

"I just have my insurance paid," she said of her concern with the levee. She did not wish to be identified.

Hogan has pushed the parish administration for some sort of plan, sending several memos in recent weeks to Parish President Larry Cochran. Cochran directed Hogan's request to the Lafourche Basin Levee District, the state agency the parish works with on levee maintenance.

A letter from the Lafourche district acknowledged the issue facing the southern part of St. Charles Parish, saying the agency "is aware of deficiencies in the Sunset Levee area."

The letter also called for more analysis of the levee before moving forward with major work, though it suggested raising the levee to an "interim" level of 7.5 feet, a height that almost all of the levee now falls below, according to the 2018 survey.

Complicating any decision by the Lafourche Basin Levee District or the parish is that the Sunset Drainage levee is set to be incorporated into the federal Upper Barataria Risk Reduction project, a \$940.9 million flood protection project designed to prevent storm surge from getting into communities through the Barataria Basin.

According to the Lafourche Basin Levee District letter, the federal levee project would raise the Sunset Drainage levees to 12.5 feet, providing protection from a 100-year storm.

"That's our savior. That plan is great," Hogan said. "In the meantime, this levee needs to be maintained."

Before the parish took over the Sunset Drainage District, the issue of maintenance was simple. Workers would take dirt from canal banks and use that to raise the levees.

The once self-sufficient district would do that every year, using funds it received from oil royalties. That money started drying up in the 1990s, though, and the district began asking the parish for hundreds of thousands of dollars in subsidies.

Under then-Parish President V.J. St. Pierre, the Parish Council took over as the district's governing body in 2013, dissolving the five-member board that had controlled the levee for 90 years.

The Parish Council now governs the Sunset Drainage District, though it is still technically independent. Council members serve both on the council for the whole of St. Charles Parish and as members of the governing board of the Sunset Drainage District.

After the council took control, it entered into a series of agreements with the Lafourche Basin Levee District to deal with levee maintenance.

The result of these moves, in the years since, is that the levees have had the grass cut, Hogan said, and that's about it. The yearly taking of dirt from canal bottoms to keep up the levee's integrity, he said, has stopped.

"What exactly does 'maintain the levees' mean? Raise them when they sink? Or just cut the grass?" said Hogan, who knows whom he's blaming for the sinking. "We as the Sunset Drainage District ... my beef is with the parish."

Hogan added that this is "falling on deaf ears" with the council, who he said continues to ignore his calls to have meetings for the Sunset Drainage District, and are in that sense neglecting it.

Councilman Billy Woodruff, who represents the area as part of District IV on the council, didn't respond to a request for comment. Hogan is an at-large member.

Asked for comment, a spokeswoman for the parish administration referred to the letter from the Lafourche Basin Levee District.

Hogan's complaints got to the point of his suing the parish, demanding the Sunset Drainage District hold meetings. He lost.

In any case, he said, it's time for his fellow council members — whatever hat they are wearing — to do something to make sure the southern part of the parish is protected.

"If we let these levees continue to sink and a storm comes through, we're back like we were in Hurricane Juan," Hogan said, referring to the 1985 storm that had residents in the area scrambling to sandbag the levee to keep it from overtopping.

But if a storm like Juan came through now, Hogan said, running out with sandbags might not be enough because some of the spots where the levee has subsided the most are in areas along Petit Lac Des Allemands that are nearly inaccessible.

LETTER TO THE EDITOR

## Sunset Drainage District levee elevations

There was a Herald Guide article and a Letter to the Editor from Parish President Cochran in the Jan. 10, 2019 edition of the Herald Guide relating to subsidence of the Sunset Drainage District (SDD) levee. These were subsequent to an article that was published on Dec. 17, 2018 in the Advocate entitled "Flood risk in St. Charles Parish increasing as levee sinks from lack of maintenance." The article noted my concern with elevations that were provided to me by the Parish which showed the how much the levee sank since the time the Council became the governing authority of the SDD. Since the time the Council became the GA of the SDD, a public entity separate which is separate and apart and independent of public entity St. Charles Parish, the only thing

that the Parish has done with respect to the SDD levees has been cutting grass.

The Herald Guide article and a Letter to the Editor generally says that the elevation the Parish provided to me was inaccurate and misrepresented the situation. If that is the case, the Parish has its own self to blame. Was the elevation information provided by the Parish to me inaccurate? Who knows! But we need to know!

Elevation shots on the SDD levee were taken on the ground by an outside firm in 2013. This needs to be duplicated now so as to determine the grades at the same spots OIJ the levee today to see exactly how much it has settled since 2013. This is the only true and accurate means of determining what the current grades are and how much the levee has really settled.

In addition, the grades on the levee need to be taken from Hwy. 90 in Paradis up to where the grades started on the 2013 survey. This area from the highway to Magnolia Ridge was not surveyed at that time. This will tell us what we have there with regards to elevations and will give us something to reference elevation-wise along this stretch in the future.

With respect to the areas needed attention along the SDD levee which have sank or which will sink in the future to unacceptable levels, a plan needs to be developed along the follows lines:

1. A decision needs to be made on the minimum elevation that any portion of the levee will be allowed to get down to before action is taken to raise the levee.

a. 6' elevation on Mud Lake?

b. 5' elevation on Grand Bayou?

2. Only clay from a Corps approved borrow pit will be used when raising any portions of the levee.

3. The clay in the areas to be raised must be placed in accordance with the Corps levee construction requirements.

4. The areas that are raised are to be raised to the minimum elevation plus at least 1 foot of freeboard.

There will be a Hurricane Protection Projects Committee Meeting that will be held at 5 p.m. on Tuesday, Jan. 22, prior to the 6 p.m. council meeting.

The agenda has "Plan for Sunset Drainage District" as one of the items to be discussed. Concerned citizens located in the SDD should attend to demand that a plan

be put in place by the Parish to maintain the SDD levee.

Maintaining the levee is something that the Parish is required and obligated to do on behalf of the SDD as a result of the Cooperative Endeavor Agreement (CEA) that the SDD entered into with the parish.

We, as property owners in the SDD, must demand that the SDD (with council being its GA) steps up and demands that the Parish (with council being its GA) does what it is obligated to do per the CEA.

Paul Hogan  
Councilman-at-Large,  
Div. B  
P.O. Box 250,  
Des Allemands, LA 70030  
(504) 625-4862

Sunset levee  
subsidence exaggerated

To the Residents of St. Charles Parish,

The purpose of this letter is to clarify some misconceptions contained in an article published in The Advocate on Dec. 12, 2018. The article stated that almost the entire Sunset Drainage District Levee (SDDL) has subsided at least half a foot from 2014 to 2018, with one area along Petit Lac Des Allemands dropping to 5.9 feet this year, down from 7.1 feet in 2014. That information however, is not just exaggerated, but also misrepresents the existing conditions along the SDDL. Recent analyses show that during that time period, the levee subsided at a rate of approximately half an inch per year, which according to scientists and engineers, subsidence is not only typical for a levee system it is also anticipated. During that span, roughly 10 percent of the levee system experienced elevation changes between 2 to 5 inches with about 90 percent only showing differences between 0 to 2 inches (See Figure 1 below). The results show that the majority of the elevation differences were located along the southern stretch of the levee near the Bayou Gauche Pump Station. Areas along Petit Lac Des Allemands and along the Paradis Canal showed very little

change, which is contrary to the article published in The Advocate.

Unfortunately, the information reported by The Advocate suggests otherwise because not only was the article published before analysis of the 2017 survey data was completed, parish officials were not contacted for comments to verify the information that was provided to them. Although initial comparison of the data showed differences between the 2014 LiDAR survey and the 2018 ground survey, it wasn't until subsequent analysis of the 2017 survey data that those discrepancies were found to be just a result of different elevation models used between the two data sets and not a result of subsidence. Nevertheless, the article created the impression that the amount of subsidence was greater than it actually was. In addition to this, the article also claims that the subsidence was due to lack of maintenance. Since 2014, when the parish took over control of the Sunset Levee, more than 4.5 million dollars has been invested into the levee to ensure it is not only maintained, but that it also meets the engineering standard of care.

Our main goal for the Sunset Levee has been a holistic one with the intention to provide complete protection to all of the residents on the Westbank of St. Charles Parish. Currently, we are working with engineers and FEMA to ensure the levee stays within the engineering standard of care so we can continue to flood fight while seeking additional federal funding. The mission of St. Charles Parish government is to always work towards improving the quality of life for our residents and at the forefront of that mission is levee protection for every single resident. We will continue to stay dedicated to maintaining the SDDL just as we are with the entire levee system.

Sincerely,  
Larry Cochran  
St. Charles Parish President



# Parish disputes levee report

Says subsidence rate in Des Allemands levee is normal

By Ryan Arena

Editor

ryana@heraldguide.com

St. Charles Parish President Larry Cochran refuted a recent report that stated the Sunset Drainage District levee has subsided at least half a foot from 2014 to 2018 and as much as 1.2 feet in one area,

noting that while the levee indeed has subsided over that time, the publicized numbers were inaccurate.

A report by *The Advocate* published last month cited numbers collected by a team of scientists and engineers with the St. Charles Parish government that indicated the

LEVEE on page 6A

## Sunset Drainage District Levee

Sunset Drainage District Levee protects the homes of more than 5,000 residents of Des Allemands, Paradis and Bayou Gauche.

Parish maintains 90 percent of levee has shown elevation loss of between 0 and two inches, with the Petit Lac Des Allemands area showing the most change at a loss of six inches.

## LEVEE from page 1A

Sunset levee that protects 16.4 square miles — and the homes of more than 5,000 residents of Des Allemands, Paradis and Bayou Gauche — has subsided at least half a foot during that four year time span, with the most regression coming along Petit Lac Des Allemands, which reportedly dropped 1.2 feet, from 7.1 feet to 5.9, putting residents who live in those areas in increased danger of flooding.

Cochran and other parish representatives maintain those numbers were inaccurate and misrepresented the situation, saying discrepancies between the compared 2014 LiDAR survey and 2017 ground survey were a result of different elevation models used between the two data sets and not a result of subsidence. The parish asserted that during that span, 90 percent of the levee showed differences only between 0 and two inches and that 10 percent of the levee system experienced elevation changes between two and six inches. The parish adds the Petit Lac Des Allemands area showed a much smaller change than reported.

"For most of the levee, it was two inches, and where it was reported it subsided the most (Petit Lac Des Allemands), it was six inches," Cochran said. "The information was reported prior to the data being processed and analyzed."

Parish representatives said the rate of subsidence for the Sunset levee was typical and anticipated for a levee system.

The parish's efforts to maintain the levee have drawn criticism from Councilman Paul Hogan, who says he believes the levees stopped being properly maintained when parish government took control of the Sunset Drainage District in 2013. Prior to that, levee maintenance fell under the jurisdiction of the Sunset Drainage District, an independent board consisting of local property owners.

"Sunset is a very integral part of the levee system," Cochran said. "We were reminded by (Hogan) that we've done nothing with Sunset ... we've spent in excess of \$4.5 million and that's a very conservative number."

Specific upgrades included the reworking of the pump station with the

addition of pumps, as well as addressing asbestos found at one of the buildings.

Cochran also said while further measures are planned, the parish cannot act alone, and is limited in what steps it can take to raise the levee.

"After Hurricane Katrina, things are done differently with levee maintenance ... you can't just dig and throw dirt on top of a levee (to raise it)," he said. "It's important FEMA recognizes this levee. We can't do anything to degrade it, and this degrades it, in their eyes."

He added that the Lafourche Basin Levee District is in charge of the Sunset levee, and that the two parishes are working together "to get the levee where it needs to be in the community's eyes."

Hogan acknowledged and applauded the parish for making the commitment and effort to fortify the pump station, but held firm in his stance that the levees themselves have not been adequately addressed, nor his requests to lay out a specific plan to raise the levee. He said an inquiry letter to Cochran was forwarded to the Lafourche Basin Levee District, which he said acknowledged the levee's recession but did not answer his specific questions concerning the minimum amount of levee protection and what the plans to raise the levee will be in that case. He said multiple follow-up letters to Cochran have gone unanswered.

"Levees sink all the time. A plan has to be in place and there needs to be a minimum elevation," Hogan said. "Where do we let it go down to? Elevation 3, before we say we've got to raise that spot? I'm not concerned with the Lafourche Basin Levee District or that you entered into an agreement with them. You have an agreement with us. My issue is with the parish and they have to answer."

Long term, the ultimate hope lays with the \$940 million federal Upper Barataria Risk Reduction project, under which the Sunset Drainage levee falls. That projects to raise the Sunset levee to 12.5 feet.

"That will be our savior one day," Hogan said. "But that's years down the road. We can't wait for a levee that for all we know may never be built."

**SUNSET LEVEE IMPROVEMENTS – GOMESA FUNDING THROUGH CPRA))**

- Essentially, two (2) main areas of data collection are needed to address issues along the length of the Sunset Levee (UBRR Segment 2):
  - Verification of previous survey data to ascertain the amount of settlement that has occurred in recent years, and
  - Geotechnical field work and analysis that will supplement previous geotechnical work from 2015 that addressed a 1% level of risk reduction, but not an interim level of risk reduction.
- Mark provided survey elevation data from 2014 which showed a wide range of crown elevations, from below elevation +5.0 to approximate elevation +8.0 in some spots.
- The team recommends that a new survey be performed, corresponding to the stations, datum, and all other parameters from the 2014 survey, in order to accurately compare the levee crown elevations and understand the amount of settlement that has occurred in recent years.
- Due to the recent completion of the conceptual design report and the recommended interim levee height of +7.5 to provide system closure, it is important to understand the feasibility of addressing low spots along the Sunset levee in order to bring the crown to an elevation of +7.5 where such deficiencies occur.
- The group reviewed the GOMESA funding allocation in CPRA's latest Annual Plan publication. For FY 2020 (beginning July 1, 2019), \$1.2 million is allocated for Sunset Levee Improvements. For FY 2021 (beginning July 1, 2020), \$2.3 million is allocated for Sunset Levee Improvements. The consensus and understanding of the group are that this split represents data collection/design (FY 2020) and construction (FY 2021). Of course, this funding and adoption of the Annual Plan is subject to legislative approval in the next session which is to begin very soon.
- Mark and O'Neil stated that the initial deliverable to CPRA and the local stakeholders could be a design report summarizing the results of the data collection and associated costs required to achieve the interim level of risk reduction. Hopefully, this could be accomplished within the funding allocations in the Annual Plan. At that point, all stakeholders will have to come to an agreement on the best path forward to utilize the funding in the most beneficial and cost-effective manner.
- CPRA is agreeable to the scope of work, and the design team will work together to prepare proposals for the survey and geotechnical data collection, as well as upfront design to provide a cost of improvements that would fit within construction funding constraints. We will reconvene as a group soon to discuss the design and data collection costs in more detail once they are developed. The goal would be to have this information finalized and approved by CPRA prior to the beginning of the FY2020 fiscal year on July 1, 2019.