



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

*Council Chairman 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*

Monday, August 19, 2019

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Executive Director Micah Cormier, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Planning & Zoning Director Michael Albert, Earl Matherne, Planning Administrator, Economic Development & Tourism Director Corey Fauchaux, Justin Robert, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Reverend Edward Lauden
St. Mark Catholic Church, Ama

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of August 5, 2019. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2019-0247

Proclamation: "American Cancer Society's Relay for Life Month"

Sponsors: Ms. Clulee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2019-0254

Department of Public Works

Public Works/Wastewater Director Clayton Faucheux

Chairman Fisher-Perrier spoke on the matter.
Mr. Faucheux spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilman Wilson spoke on the matter.
Councilwoman Fletcher spoke on the matter.
Councilwoman Benedetto spoke on the matter.
Councilman Gibbs spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, SEPTEMBER 9, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2019-0248

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of a "NO PARKING" sign on both sides of the entrance to Bethany Drive along East Heather Drive across from Lakewood Elementary School in Luling.

Sponsors: Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on September 9, 2019

PLANNING AND ZONING PETITIONS

2 2019-0240

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on a portion of Lot P4-A2-A as requested by Chase Oddo.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Denial

Public Hearing Requirements Satisfied

Council Discussion

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

Yea: 0

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

Failed

3 2019-0241

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-3 to R-1M on Lot 3-B Coteau de France or Ranson Tract as requested by Thomas Leblanc & Diana Michel.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Denial

Speakers:

Mr. Nicky Dufrene, Des Allemands

Public Hearing Requirements Satisfied

Council Discussion

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

Yea: 0

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

Failed

4 2019-0242

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract as requested by Fairview Development, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing Mr. Lester Haydel with Fairview Development, LLC

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-9

5 2019-0243

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on portions of Tracts 1, 2, 3, and 4 of the John Lambert Tract, St. Rose (Proposed Lot 3A) as requested by Renton Properties, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing Mr. Eddie Renton with Renton Properties, LLC

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-10

6 2019-0244

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lot D of a Subdivision of Lot 11 of Almedia Plantation, as requested by Mark Guidry.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Ms. Robin Guidry, St. Rose

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-11

7 2019-0245

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from R-1A(M) to C-3 on Lot 11-B2 of Addition to Mosella Subdivision as requested by Dennis Dorsey.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Lloyd J. Frickey, Des Allemands, representing Mr. Dennis Dorsey

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-12

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

8 2019-0219

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for W.R. Grace & Co., Project ID: 20180053-ITE for participation in the Industrial Tax Exemption Program for an expansion project at the company's manufacturing facility in Norco, Louisiana.

Sponsors: Mr. Cochran and Department of Economic Development and Tourism

Reported:

Economic Development & Tourism Department Recommended: Approval
Economic Development & Tourism Director Corey Faucheux introduced Mr. Wei Deng, Site Leader with W.R. Grace & Co., in Norco.
Mr. Deng spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Faucheux spoke on the matter.
Mr. Deng spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6429

9 2019-0237

An ordinance to approve and authorize the execution of a professional service agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for a drainage study of the Norco area. (Parish Project Number P190702).

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-13

19 2019-0238

An ordinance to approve and authorize the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation."

Sponsors: Mr. Cochran, Department of Planning & Zoning and Coastal Zone Management Section

Reported:

P & Z Department Recommended: Approval

CZM Section Recommended: Approval

Mr. Earl Matherne, Planning Administrator spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Matherne spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 19-8-14

Councilwoman Bellock departed the meeting.

44 2019-0239

An ordinance to rescind Ordinance No. 19-3-6 and to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S - R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 19-8-15

53 2019-0246

An ordinance to approve and authorize the execution of a professional service agreement with Pivotal Engineering, LLC, for providing all necessary professional topographic surveying and engineering services for a conceptual plan to replace the Turtle Pond Pump Station. (Parish Project Number P190801).

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 19-8-16

RESOLUTIONS

69 2019-0249

A resolution authorizing the Parish President to seek a \$9,000,000 loan from the Louisiana Department of Environmental Quality State Revolving Loan Program for upgrading the existing wastewater collection system, including lift stations and force mains, upgrades to the Luling Oxidation Pond, the disinfection system at the Destrehan Wastewater Treatment Plant, and a new Hwy 3127 Oxidation Pond South of Hwy 3127.

Sponsors: Mr. Cochran and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval

Public comment opened; no public comment

Council Discussion

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

Parish President Larry Cochran spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 6430

70 2019-0250

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1B zoning district on Lot 1400-C, Ormond Country Club Estates, 97 Villere Drive, Destrehan as requested by Jia Min Wu.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Public comment opened

Mr. John Campo, Campo Designs-Architects, Destrehan, representing Ms. Jia Min Wu

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 6431

71 2019-0251

A resolution providing supporting authorization to endorse waivers from the Subdivision Regulations of 1981 to allow a lot with no street frontage as well as a dead-end street with no cul-de-sac (Section III.B.3, Geometric Standards for Blocks, Arrangement); to allow a lot that does not meet the required width for a corner lot (Section III.C.1.a, Geometric Standards for Lots, Corner Lot); to allow lots that do not meet the required width for the C-2 & M-1 zoning districts (Section III.C.1.b, Geometric Standards for Lots, Width); to allow lots with side lines that are not radial to curved streets (Section III.C.2, Geometric Standards for Lots, Lot Lines) all as requested by 310 Equity, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stip. Approval with waivers.

Planning Commission Recommended: Approval w/Stip. Approval with waivers.

Public comment opened

Mr. Joey Murray, Murray Architects, Inc., Destrehan, representing 310 Equity, LLC

Council Discussion

Mr. Murray spoke on the matter.

Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Benedetto, Hogan, Wilson, Gibbs, Woodruff, Fletcher and Fisher-Perrier

Nay: 1 - Clulee

Absent: 1 - Bellock

Enactment No: 6432

2019-0252

A resolution urging Legislators to seek affordable and long-term changes to the reauthorization of the National Flood Insurance Program ("NFIP").

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Hogan, seconded by Councilmember Benedetto, to Postpone Indefinitely File No. 2019-0252. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Postponed Indefinitely

2019-0253

A resolution urging Legislators to include local and state stakeholders in the process of drafting legislation for the reauthorization of the National Flood Insurance Program (NFIP) and supporting legislation for the reauthorization of NFIP.

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

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to accept the revised version of File No. 2019-0253. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Amended

2019-0253

A resolution urging Legislators to include local and state stakeholders in the process of drafting legislation for the reauthorization of the National Flood Insurance Program (NFIP) and supporting legislation for the reauthorization of NFIP.

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

Reported:

Councilwoman Fisher-Perrier Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilman Gibbs Recommended: Approval
Councilman Woodruff Recommended: Approval
Councilwoman Bellock Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Chairman Fisher-Perrier spoke on the matter.

Public comment opened; no public comment

Council Discussion

Amendment: to amend the proposed resolution in the second "BE IT FURTHER RESOLVED" to add all Louisiana Delegation that represent St. Charles Parish

A motion was made by Councilmember Benedetto, seconded by Councilmember Clulee, to Amend File No. 2019-0253. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Amended

72 2019-0253

A resolution urging Legislators to include local and state stakeholders in the process of drafting legislation for the reauthorization of the National Flood Insurance Program (NFIP) and supporting legislation for the reauthorization of NFIP.

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

Public comment opened on the amended version of File No. 2019-0253; no public comment

Further Council Discussion

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

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

Nay: 0

Absent: 1 - Bellock

Enactment No: 6433

APPOINTMENTS

2019-0187

A resolution to appoint a member to the St. Charles Parish Library Board of Control as the District IV Representative.

Nominee:

Councilman Woodruff nominated Mr. Randy D. Matherne

Nomination(s) Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2019-0187. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

Nomination(s) Closed

2019-0255

A resolution to appoint a member to the Industrial Development Board of the Parish of St. Charles.

Vacancy Announced

2019-0256

A resolution to appoint a member to the Industrial Development Board of the Parish of St. Charles.

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Hogan, seconded by Councilmember Woodruff, to adjourn the meeting at approximately 8:06 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Bellock

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, cancer is the second most common cause of death in the United States, exceeded only by heart disease, and accounts for nearly 1 of every 4 deaths; and,

WHEREAS, this year alone, approximately 609,880 Americans are expected to die of cancer; more than 1,660 people a day; and,

WHEREAS, Relay for Life is the American Cancer Society's signature activity for raising awareness and funds for the fight against cancer; and,

WHEREAS, the Relay for Life movement symbolizes hope and our shared goal to end a disease that threatens the lives of so many people. Participating in a Relay for Life event is an opportunity to honor cancer survivors, remember those lost, and raise funds and awareness to fight back and help end cancer forever; and,

WHEREAS, on Saturday, September 21, 2019, at the West Bank Bridge Park, teams of community members will take turns walking around a luminary bordered track for 10 hours during this unique fund-raising event. Food, games, and fun activities provide entertainment and the luminaries are lit after dark as a glowing tribute to remember those who have lost the battle, honor those who have fought and won, and support those whose fight continues. Cancer never sleeps and, therefore, we cannot stop fighting.

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

AMERICAN CANCER SOCIETY'S RELAY FOR LIFE MONTH

IN ST. CHARLES PARISH, AND URGE ALL COMMUNITY MEMBERS TO SUPPORT THE FUND-RAISING EFFORTS OF LOCAL RELAY FOR LIFE TEAMS, TO JOIN CANCER SURVIVORS IN THE CELEBRATION OF LIFE, AND DEDICATE THEMSELVES TO THE FIGHT AGAINST CANCER BY ATTENDING THE **RELAY FOR LIFE FESTIVAL ON SATURDAY, SEPTEMBER 21, 2019, AT THE ST. CHARLES PARISH WEST BANK BRIDGE PARK; AND,**

BE IT FURTHER RESOLVED THAT ON FRIDAY, SEPTEMBER 20, 2019, ST. CHARLES PARISH WILL HAVE A "PAINT THE TOWN PURPLE DAY" AND URGE ALL CITIZENS TO SHOW THEIR SUPPORT FOR ALL THOSE WHO HAVE BEEN AFFECTED BY CANCER BY COMMEMORATING THIS DAY BY WEARING THE COLOR PURPLE, AND THAT THE WEEK OF SEPTEMBER 16-20, 2019, WILL BE "ST. CHARLES PARISH EMPLOYEES RELAY FOR LIFE FESTIVAL FUNDRAISING WEEK".

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

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

2019-0240

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

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on a portion of Lot P4-A2-A as requested by Chase Oddo.

WHEREAS, the property owner requests rezoning 14,500 square feet, a flag-shaped portion of Lot P4-A2-A, Pap's Place Subdivision in Hahnville, from R-1A to C-3; and,

WHEREAS, the Planning and Zoning Department recommended denial of the request; and,

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting of August 1, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to C-3 on approximately 14,500 square feet Lot P4-A2-A, Pap's Place Subdivision in Hahnville as requested by Chase Oddo.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to C-3 on Lot P4-A2-A as requested by Chase Oddo.

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

YEAS: NONE

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

ABSENT: NONE

**PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY
ON AUGUST 19, 2019.**

2019-0240 Failed Ord 2019-9-R Oddo

2019-0241

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

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-3 to R-1M on Lot 3-B Coteau de France or Ranson Tract as requested by Thomas Leblanc & Diana Michel.

WHEREAS, Thomas Leblanc & Diana Michel, with the property owner's authorization, request rezoning Lot 3-B Coteau de France or Ranson Tract from R-1A(M) and C-3 to R-1M; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of August 1, 2019; and,

WHEREAS, the area exceeds three acres and does not comply with the Future Land Use Map recommendations on the property—Moderate Density Residential and General Commercial and this means the Future Land Use Map must be amended if the zoning is changed.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) and C-3 to R-1M on Lot 3-B of the Coteau de France or Ranson Tract as requested by Thomas Leblanc & Diana Michel.

SECTION II. That the Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification to R-1M on Lot 3-B of the Coteau de France or Ranson Tract.

SECTION III. That the Department of Planning and Zoning is authorized to make the corresponding change from Moderate Density Residential & General Commercial to Manufactured Home / Recreational Vehicle (RV) Park on the Future Land Use Map, adopted with ordinance 11-6-11, amended by ordinance 16-9-16.

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

YEAS: NONE

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

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY
ON AUGUST 19, 2019.

2019-0241 Failed Ord 2019-8-R LeBlanc

2019-0242

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

ORDINANCE NO. 19-8-9

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract as requested by Fairview Development, LLC.

WHEREAS, the property owner requests rezoning from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of August 1, 2019; and,

WHEREAS, rezones in the area exceed three acres and do not comply with the Future Land Use Map recommendation on the property—General Commercial and this means the Future Land Use Map must be amended if the zoning is changed.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981, is amended to change the zoning classification from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract as requested by Fairview Development, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-3 to M-1 on Lot Z-1-B-1 and an unnamed portion of the John Lambert Tract as requested by Fairview Development, LLC.

SECTION III. That the Department of Planning and Zoning is authorized to make the corresponding change from General Commercial to Light Industrial on the Future Land Use Map, adopted with ordinance 11-6-11, amended by ordinance 16-9-16.

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

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

And the ordinance was declared adopted this 19th day of August, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Julia Fisher*
SECRETARY: *Michelle Inpartato*
DLVD/PARISH PRESIDENT: *August 20, 2019*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: *August 21, 2019*
AT: *10:20 am* RECD BY: *[Signature]*

2019-0243

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

ORDINANCE NO. 19-8-10

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on portions of Tracts 1, 2, 3, and 4 of the John Lambert Tract, St. Rose (Proposed Lot 3A) as requested by Renton Properties, LLC.

WHEREAS, the property owner requests rezoning from C-3 to M-1 on portions of Tracts 1, 2, 3, and 4 of the John Lambert Tract (Proposed Lot 3A); and,

WHEREAS, the Planning and Zoning Department recommended approval of the request and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of August 1, 2019; and,

WHEREAS, the area to be rezoned exceeds 3 acres and does not comply with the Future Land Use Map recommendation of General Commercial, and this means the Future Land Use Map must be amended if the zoning is changed.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-3 to M-1 on portions of Tracts 1, 2, 3, and 4 (Proposed Lot 3A) of the John Lambert Tract, St. Rose, as requested by Renton Properties, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-3 to M-1 on portions of Tracts 1, 2, 3, and 4 of the John Lambert Tract (Proposed Lot 3A) as requested by Renton Properties, LLC.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding change from General Commercial to Light Industrial on the Future Land Use Map, adopted with ordinance 11-6-11, amended by ordinance 16-9-16.

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

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

And the ordinance was declared adopted this 19th day of August, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Spastato
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: August 21, 2019
AT: 10:20am RECD BY: [Signature]

2019-0244

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

ORDINANCE NO. 19-8-11

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lot D of a Subdivision of Lot 11 of Almedia Plantation, as requested by Mark Guidry.

WHEREAS, the property owner requests rezoning from R-1A to R-2 on Lot D; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of August 1, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981, is amended to change the zoning classification from R-1A to R-2 on Lot D of a Subdivision of Lot 11 of Almedia Plantation as requested by Mark Guidry.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-2 on Lot D of a Subdivision of Lot 11 of Almedia Plantation as requested by Mark Guidry.

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

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

And the ordinance was declared adopted this 19th day of August, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle DiPasato
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20 am RECD BY: [Signature]

2019-0245

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

ORDINANCE NO. 19-8-12

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification from R-1A(M) to C-3 on Lot 11-B2 of Addition to Mosella Subdivision as requested by Dennis Dorsey.

WHEREAS, the property owner requests a change of zoning from R-1A(M) to C-3 on Lot 11-B2 of Addition to Mosella Subdivision; and,

WHEREAS, the Planning and Zoning Department recommends approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of August 1, 2019.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

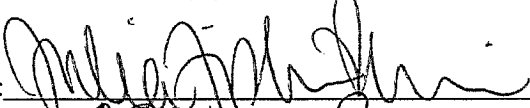
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to C-3 on Lot 11-B2 of the Addition to Mosella Subdivision as requested by Dennis Dorsey.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) to C-3 on Lot 11-B2 of the Addition to Mosella Subdivision as requested by Dennis Dorsey.

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

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

And the ordinance was declared adopted this 19th day of August, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 


SECRETARY: Michelle Dupastato

DLVD/PARISH PRESIDENT: August 20, 2019

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: August 21, 2019

AT: 10:20am RECD BY: 

2019-0219

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)

RESOLUTION NO. 6429

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for W.R. Grace & Co., Project ID: 20180053-ITE for participation in the Industrial Tax Exemption Program for an expansion project at the company's manufacturing facility in Norco, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of Industrial Tax Exemption ("ITE") contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the Executive Orders provide that ITE contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, BCI approved W.R. Grace & Co.'s ITE application, Project ID: 20180053-ITE, at its June 28, 2019 meeting; and,

WHEREAS, rules promulgated by the Louisiana Department of Economic Development (LED) and adopted by BCI mandates parameters for ITE approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, the project described herein satisfies all parameters for ITE approval including new job and payroll creation; and,

WHEREAS, in addition to satisfying the minimum program requirements, W.R. Grace & Co. commits to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promises to continue productive partnerships with our school system.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, upon consideration of the foregoing and the public discussion held this day, approve the application for Industrial Tax Exemption by W.R. Grace & Co., Project ID: 20180053-ITE referenced herein.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to W.R. Grace & Co. and LED.

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

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

And the resolution was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Anastasio
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20am RECD BY: [Signature]

2019-0237

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

ORDINANCE NO. 19-8-13

An ordinance to approve and authorize the execution of a professional service agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for a drainage study of the Norco area. (Parish Project Number P190702).

WHEREAS, the St. Charles Parish Council desires to minimize or eliminate flooding in the Norco section of the Parish; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Shread-Kuyrkendall & Associates and St. Charles Parish for services as required by the Department of Public Works is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20am RECD BY: [Signature]

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 21st day of August, 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 Shread-Kuyrkendall & Associates, Inc. a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Norco Drainage Study project as described in Ordinance No. 19-8-13, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer 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, where specified in Engineer's proposal dated July 3, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Agreement by written notification and without cause per Section 8.0.

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 engineering.

2.1.2 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.

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 provide minutes of all meetings with St. Charles Parish.

2.2 Drainage Study: Perform the services as described in the Proposal. Engineer shall meet with Owner after preparation of the preliminary model, final model and report, and address Owner's comments.

3.0 SERVICES OF THE OWNER

- 3.1** Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.2** 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 as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee is \$223,720.
- 4.2** If the Agreement, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 8.0.
- 4.3** The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1** A copy of the Owner's written authorization to perform the service.
 - 4.3.2** Timesheets for all hours invoiced.
 - 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional engineering and other services described in Section 6, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the Agreement amendment.

5.0 SCHEDULE: The Scope of Services shall be completed within six months of the Notice to Proceed.

6.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 6.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 6.1.1 through 6.1.2.6 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 6.0. 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 6, Paragraph 6.1 through 6.1.2.6 inclusive.
 - 6.1.1** 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 Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.

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

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

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

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

6.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Agreement.

6.1.2.5 Providing renderings for Owner's use.

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

7.0 OWNERSHIP OF DOCUMENTS

7.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Agreement and, shall be delivered to the Owner prior to termination or final completion of the Agreement.

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

7.3 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.

7.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement 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.

8.0 TERMINATION.

- 8.1** This Agreement may be terminated by either party upon thirty (30) days written notice.
- 8.2** 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 Agreements insofar as such orders or Agreements are chargeable to this Agreement.
- 8.3** 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.
- 8.4** The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 8.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

9.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

10.0 SUCCESSORS AND ASSIGNS

- 10.1** 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.

11.0 INSURANCE

- 11.1** 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.
- 11.2** The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 11.3** 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.
- 11.4** 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.

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

12.0 GENERAL

- 12.1 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.
- 12.2 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 Agreement.
- 12.3 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 Agreement, 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 Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 12.4 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.
- 12.5 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.
- 12.6 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 Agreement, and the Engineer shall take appropriate steps to assure compliance.

12.7 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 Agreement, and the Engineer shall take appropriate steps to assure compliance.

12.8 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 Agreement no person having any such interest shall be employed.

13.0 ACCESS TO SITE

13.1 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.

14.0 WARRANTY

14.1 Engineer warrants that it will perform any 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.

14.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

14.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

15.0 EXCLUSIVE JURISDICTION AND VENUE

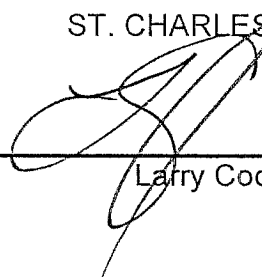
15.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and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

ATTEST

Ro S. DeChavez


ST. CHARLES PARISH


Larry Cochran

ATTEST

Brandi Mancuso

SHREAD-KUYRKENDALL &
ASSOCIATES, INC.


Richard Shread

SHREAD-KUYRKENDALL & ASSOC.

ENGINEERING COSTS

St. Charles Parish

Norco Drainage Study

3-Jul-19

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
PRELIMINARY ANALYSIS MODEL			
CADD TECHNICIAN	34	\$95.00	\$3,230.00
ENGINEERING TECHNICIAN	20	\$105.00	\$2,100.00
PRE-PROFESSIONAL	44	\$105.00	\$4,620.00
PROFESSIONAL ENGINEER	377	\$150.00	\$56,550.00
SUPERVISOR - ENGR.	122	\$180.00	\$21,960.00
TOTALS	597		\$88,460.00
Preliminary Analysis/Model			\$88,460.00

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
FINAL MODEL			
CADD TECHNICIAN	16	\$95.00	\$1,520.00
TECHNICIAN	0	\$105.00	\$0.00
PRE-PROFESSIONAL	44	\$105.00	\$4,620.00
ENGINEER	112	\$150.00	\$16,800.00
SUPERVISOR - ENGR.	45	\$180.00	\$8,100.00
TOTALS	217		\$31,040.00
Final Model			\$31,040.00

EMPLOYEE DESCRIPTION	TOTAL HOURS	HOURLY RATE	TOTAL BILLABLE COST
PREPARATION OF DESIGN REPORT			
CADD TECHNICIAN	0	\$95.00	\$0.00
TECHNICIAN	40	\$105.00	\$4,200.00
PRE-PROFESSIONAL	224	\$105.00	\$23,520.00
ENGINEER	126	\$150.00	\$18,900.00
SUPERVISOR - ENGR.	40	\$180.00	\$7,200.00
TOTALS	430		\$53,820.00
Preparation of Design Report			\$53,820.00

TOTAL ENGINEERING COST			\$173,320.00
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SHREAD-KUYRKENDALL & ASSOC.

TASK LIST AND WORK-HOUR ESTIMATE

St. Charles Parish

Norco Drainage Study

3-Jul-19

TASK NO.	TASK DESCRIPTION	CADD Tech	Engineering Technician	PreProf	Professional Engineer	Supervisor Engineer	Principal	HOURS TOTAL
1.0	Compile Existing Data	4	20	44	37	24	0	129
	Complete Flood Data			4	1			
	Acquire and review existing GIS, LIDAR data and as-built plans		20	40	20	8		
	Stakeholder meetings (3 total)(COE,Officials, Residents, etc.)	4			16	16		
1.1	Preliminary Model	30	0	0	260	70	0	360
	Input existing conditions (GIS info) and interior drainage				80	20		
	Develop Preliminary Model using existing watersheds	30			120	30		
	Preliminary Calibration				60	20		
1.2	Model Output Review	0	0	0	80	28	0	108
	Evaluate Results/Final Calibration				60	20		
	Review Output QC/QA				20	8		
2.0	Preliminary Analysis/Model	34	20	44	377	122	0	597
	Final Model	16	0	44	112	45	0	217
	Develop Proposed Improvements	8		40	80	20		
	Evaluate Results				16	16		
	Review with Stakeholders	4			8	8		
	Address Final Comments	4		4	8	1		
	Final Model	16	0	44	112	45	0	217
3.0	Preparation of Design Report	0	40	224	126	40	0	430
	Introduction/Background			4	2	2		
	Executive Summary			20	8	4		
	Existing Conditions		20	60	30	8		
	Alternative Solutions		20	60	30	8		
	Recommendations			30	16	6		
	Estimated Project Cost			40	20	8		
	Conclusions			10	20	4		
	Preparation of Norco Drainage Study	0	40	224	126	40	0	430

2019-0238

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING/CZM)

ORDINANCE NO. 19-8-14

An ordinance to approve and authorize the execution of a 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation."

WHEREAS, St. Charles Parish passed Ordinance # 15-10-13 the "St. Charles Parish Local Coastal Program; and,

WHEREAS, The State of Louisiana officially recognized the St. Charles Parish Local Coastal Program on July 1, 2017; and,

WHEREAS, LDNR as part of its Federal Program offers some financial assistance to Local Coastal Programs; and,

WHEREAS, the Agreement titled LaGov No. 2000426714 offers a total cost grant of \$65,427.00 with an obligation from St. Charles Parish of \$65,427.00 in monies or in-kind services; and,

WHEREAS, St Charles Parish intends to use the grant to help defer the cost of existing positions within the CZM Budget until June 30, 2022.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the 3-year Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for "St. Charles Parish Local Coastal Program Implementation" 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 forgoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Apastoto
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20 am RECD BY: [Signature]

COOPERATIVE AGREEMENT

BETWEEN THE

LOUISIANA DEPARTMENT OF NATURAL RESOURCES
(Hereinafter referred to as "Department")

AND

ST. CHARLES PARISH
P. O. Box 302
Hahnville, Louisiana 70057
(Hereinafter referred to as "Contracting Party")

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that "for a public purpose the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other... or with any public or private association, corporation or individual"; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. PROJECT IDENTITY:

This cooperative agreement shall be identified as "St. Charles Parish Local Coastal Program Implementation" and by the LaGov Number assigned as listed above. All invoices and other correspondence submitted to the Department in connection with this agreement shall be identified by this number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 2019 through June 30, 2022.

3. SCOPE OF SERVICES:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contracting Party in the performance of its duties:

- a) Appropriate personnel for consultation as required; and
- b) Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed agreement signed by duly authorized representatives of both parties.

6. COMPENSATION:

The total project cost shall be \$130,854.00 of which the Contracting Party agrees to provide \$65,427.00 and the Department shall pay to the Contracting Party the maximum amount of \$65,427.00 for services rendered under this agreement. Under no circumstances shall the Department or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

No authority exists for payments which exceed the approved maximum agreement amount except through written amendment prior to expiration date of the agreement.

7. FISCAL FUNDING:

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Monitoring Report (Appendix B).
- (2) A final summary report shall be submitted by the Contracting Party on Monitoring Report (Appendix B) with the final invoice for payment.

b. The quarterly invoice package shall, as a minimum, contain the following:

- 1) Monitoring Report (Appendix B)
- 2) Requisition for Payment Form (Appendix C)
- 3) In-kind Contribution Report (Appendix D)
- 4) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)

c. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

The Department shall reimburse the Contracting Party in twelve quarterly payments of \$5,452.25 for all eligible costs incurred under this Project. **Contracting Party shall indicate the in-kind match on both the Monitoring Report (Appendix B) and each invoice.** Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A, Scope of Services shall be based upon actual costs incurred and shall be submitted quarterly with progress reports.

An invoice for the final payment shall be submitted upon completion of the project and acceptance of the final deliverables by the Department. **The final invoice shall be submitted within thirty (30) days following expiration of the agreement.**

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. ALLOWABLE COSTS:

Allowability of costs under this agreement shall be determined in accordance with applicable state and federal laws.

10. DELIVERABLES:

The Contracting Party shall deliver to the Department deliverables as specified in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement.

11. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contracting Party and all documents, notes, equipment purchased, drawings, tracings and files collected or prepared in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department, and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the agreement period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contracting Party specifically in connection with this agreement within five (5) days of receipt of written notice issued by the Department.

The Contracting Party shall notify the Department Project Manager immediately upon receipt of equipment purchased under this agreement, and a Department property tag(s) shall be issued to the Contracting Party and affixed to the equipment. The Contracting Party shall procure equipment in accordance with state procurement regulations. The Contracting Party shall return equipment to the Department Project Manager within sixty (60) days after completion or termination of this agreement.

The Department encourages the use of data collected under Department contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the Project Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Department Project Manager for review and approval prior to its release.
- C. In all such papers/presentations, the Department (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

12. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

13. INSURANCE:

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana

before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

14. NONASSIGNABILITY:

The Contracting Party shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the Department. This provision shall not be construed to prohibit the Contracting Party from assigning its bank, trust company or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

15. COMPLIANCE WITH LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal Tax Identification Number 72-6001390.

17. COST RECORDS:

Contracting Party hereby grants to the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, the option of auditing all records of Contracting Party pertinent to this agreement. The Contracting Party must keep all such records for a period of five (5) years from completion or termination of this Agreement.

18. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the

Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

19. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice by certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

20. REMEDIES FOR DEFAULT:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

21. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

22. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A, Scope of Services. The Contracting Party shall include, in any subcontract, the provisions contained in this agreement. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

24. DISCRIMINATION:

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contracting Party agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

25. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a

boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

26. HUDSON / VETERAN'S INITIATIVES:

The Department fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>.

27. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties.

Signature page to follow.


THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

This Cooperative Agreement entered into this _____ day of _____, 2019 at Baton Rouge, Louisiana.

WITNESSES:

BEVERLY HODGES, UNDERSECRETARY
DEPARTMENT OF NATURAL RESOURCES

Ru S. Delchour



ST. CHARLES PARISH

APPENDIX A
SCOPE OF SERVICES
LOCAL COASTAL RESOURCES MANAGEMENT PROGRAM
2019-2022

The purpose of this scope of services is to describe and identify the processes, procedures and duties for the yearly operation of a state and federally approved Parish Local Coastal Management Program (LCMP) as a part of the Louisiana Coastal Resources Program (LCRP), in accordance with the rules and regulations of the LCRP and Louisiana R.S. 49, sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978 (SLCRMA), as amended, and the approved parish LCMP Documents and Ordinances. This scope of services details specific actions and deliverables that must be performed by the parish in conducting the operation of its LCMP. The LCMP must operate consistent with its program documents and with the state program. In addition to operating its program as approved, specific deliverables must be submitted to the Louisiana Department of Natural Resources (LDNR) to ensure that federal, state and local reporting and other requirements are fulfilled including the requirements of the Louisiana Coastal Wetlands Conservation Plan and Louisiana's Comprehensive Master Plan for a Sustainable Coast.

Implementation Goals of the parish LCMP are to:

- protect, develop, and where feasible, restore and enhance the resources within the parish's coastal zone;
- support and encourage multiple uses of coastal resources consistent with maintenance and enhancement of renewable resource management and productivity, the need to provide for adequate economic growth and development, and the minimization of adverse effects;
- employ procedures and practices that resolve conflicts among competing uses within the coastal zone;
- develop and implement a coastal resources management program which is based on consideration of our resources; the environment; and the needs of the people of the nation, the state, and the parish;
- enhance opportunities for the use and enjoyment of the recreational values of coastal zone areas;
- express certain regulatory and non-regulatory policies for the LCMP;
- develop and implement a reasonable and equitable coastal resources management program with sufficient expertise, technical proficiency, and legal authority to enable the parish to determine the future course of development and conservation of the coastal zone; and
- provide regular inspection of coastal zone areas to report violations and monitor permit compliance of public and private contractors.

DELIVERABLES:**I. PROCESSING PERMITS****1. APPLICATIONS**

When applications are filed with the LCMP, the LCMP will forward the application to the Office of Coastal Management (OCM). When an application is determined to be a local concern by the Secretary of LDNR, the LCMP will process the application. LCMP may also provide comments for applications determined to be state concerns.

2. PERMIT REVIEW

During the review of local concern applications, the local administrator (or his designee) shall coordinate with other appropriate federal, state, and/or local agencies.

3. FIELD INVESTIGATIONS

When deemed necessary by the local administrator, an onsite field investigation by the administrator or his designee shall be carried out to obtain additional information concerning the project area and its impact on the environment. **All applications that require compensatory mitigation shall require field investigations; all authorizations that are assigned one growing season mitigation conditions shall require a field investigation and pre and post photography conditions. All field investigations shall be documented with the LCMP field investigation form.** Follow-up field investigations may also be completed as required to assess compliance with project scope and permit conditions.

4. MITIGATION

The parish LCMP shall assess compensatory mitigation to replace or substitute for the ecological value of wetlands lost due to permitted activities of local jurisdiction. The mitigation assessment shall be conducted according to La. R.S. 49:214.41 and the parish LCMP document and ordinance. The progress of this task shall be reported to the OCM. The parish LCMP shall report mitigation to the state OCM as described in this contract scope of services.

5. DETERMINATIONS

A copy of the final decision authorizing document and all appropriate supporting permit processing information shall be provided to the OCM for uploading into the SONRIS on-line permitting system **within five working days with the exception that Local Coastal Programs Coding Sheets shall be submitted for every application determined to be of local concern within three working days of initial electronic transmittal to the parish by OCM.** Any documents used in making decisions or recommendations for local concern activities, shall be included in a file which becomes part of the Administrative Record of Decision. Each file shall contain:

- a. the application and any additional information submitted by the applicant,
- b. the state's local use determination,
- c. the final determination or permit, including any special conditions and/or modifications required of the permittee, with a statement documenting the basis for the decision in accordance with the rules and procedures,
- d. any field investigations performed for the project,

- e. the technical review on the environmental, social, economic, and cultural impacts of the project, as well as, a copy of any compensatory mitigation calculations and project determination information,
- f. the Needs, Alternatives and Justification (NAJ) statement, and Hydrologic Modification Impact Analysis (HMIA), if required,
- g. any public notice required for the project and any comments received,
- h. any public hearing transcripts, if required,
- i. any additional local use permit proceeding, including modifications, suspensions, and revocations, shall be placed in the parish permit file and a copy forwarded to the OCM.

6. REPORTING TO THE STATE OCM

The OCM is responsible for including local program permitting information in the semi-annual Louisiana Coastal Wetlands Conservation Plan Report and the Quarterly Legislative Report on OCM performance indicators. In order to supply the data needed to populate these reports Code Sheets for all permitting, enforcement, and mitigation actions are used:

- a. All code sheets used for permitting, enforcement, and mitigation reporting shall be completed (including all information on habitat impacts and AAHU/CHU derivations) and forwarded to OCM upon the parish receipt of a local concern determination permit application and upon the issuance of a permit and/or the final agreement of a mitigation plan.
- b. These forms are as follows:
 - i. Local Coastal Programs Coding Sheets shall be submitted for every application determined to be of local concern within three working days of electronic transmittal to the parish by OCM. Local Coastal Programs Coding Sheets are also to be updated and submitted when the application is placed on hold and when issued.
 - ii. Impacted Habitat Form shall be submitted within three working days of initial electronic transmittal to the parish by OCM for all local concern applications, except those which are exempt from permitting because they occur outside the coastal zone and do not have impacts to coastal areas or waters;
 - iii. Habitat Benefit Forms shall be submitted within three working days of initial electronic transmittal to the parish by OCM for every local concern activity for which compensatory mitigation is assigned by the LCMP.

7. APPEALS PROCESS

A copy of all documentation in a case of an appeal for a use of local concern shall be placed in the parish permit file and a copy shall be forwarded to the OCM within five working days of receipt by the parish LCMP. The state shall be kept informed in writing of all findings in such cases

8. VARIANCES

A copy of all variances, with findings, once approved by the Secretary of the Louisiana Department of Natural Resources (LDNR), shall be kept in the application file and in the parish permit file, and a copy shall be sent to the OCM within five working days after receipt by the parish LCMP.

9. ENFORCEMENT PROCEDURES

The parish LCMP shall investigate any unpermitted activities as well as activities that might result in non-compliance with state or local rules and regulations or with permit terms and conditions. This pertains to activities discovered by, or reported to, the parish. The parish LCMP shall investigate the activity and, if appropriate, request that the party conducting the unauthorized activity submit an after the fact Coastal Use Permit (CUP) application. The parish LCMP investigation shall follow enforcement procedures provided in La. R.S. 49:214.36 and the parish LCMP document and ordinance. If appropriate, the parish may seek to impose a fine or other appropriate civil or criminal penalties.

II. ADMINISTRATION

1. MANAGER'S MEETINGS

OCM will conduct manager's meetings and/or special training during this contract period. Attendance at manager's meetings and/or special trainings is mandatory for LCMP administrators. If a parish administrator is unable to attend a scheduled manager's meeting he/she must make arrangements to have an assistant or an advisory committee member attend as a representative.

2. INVOICES

The LCMP Administrator shall forward the following information regarding state and local permit uses to OCM by the 15th day of the month following the end of the quarter.

- a. Requisitions for Payments, In-kind Contribution Reports with Monitoring Report; and
- b. Completed "Standardized Local Coastal Program Reporting Form" (see attached).

3. ANNUAL REPORTING

Pursuant to L.A.C. 43:I.725(F) an annual report shall be submitted by the LCMP for by the 15th day of the month following the end of the fourth quarter of local program implementation to the OCM. This information is captured by submission of the "Standardized Local Coastal Program Reporting Form" and other pertinent sections of the contract reports with each invoice. The report includes the following:

- a. the number, type, and characteristics of applications for Coastal Use Permits,
- b. the number, type, and characteristics of Coastal Use Permits granted, conditioned, denied, and withdrawn,
- c. the number, type, and characteristics of permits appealed,
- d. the results of any appeals,
- e. a record of all variances granted,
- f. a record of any enforcement activities and actions taken (enforcement activities reported by the state program to the parish LCMP or activities discovered by the parish),
- g. a description of any problem areas within the state or local program and proposed solutions to any such problems, and
- h. proposed changes in the state or local program.

While much of the information required by L.A.C. 43:I.725(F) is captured in the submission by the parish LCMP of deliverables required by the on-line data base throughout the contract period, the parish must still provide a detailed written report of all

of the pertinent questions on the “Standardized Local Coastal Permitting Reporting Form.” OCM will conduct an end of the contract performance evaluation of the parish program at the end of the contract term, as well as, the statutorily required periodic review of each program at least every two years.

Standardized Local Coastal Annual Reporting Form

1. Discuss any suggested changes or improvements to the Appeals process:

2. Discuss any suggested changes or improvements to the Mitigation process:

3. Discuss any suggested changes or improvements to the Enforcement process:

4. Local Program Assessment

List any problems or other proposed suggestions or changes to local program

5. State Program Assessment

List any problems or proposed suggestions or changes to state program



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

LARRY COCHRAN
PARISH PRESIDENT

MICHAEL J. ALBERT, AICP
PLANNING DIRECTOR

April 30, 2019

Jon A. Truxillo
Louisiana Department of Natural Resources
Office of Coastal Management
P.O. Box 94396
Baton Rouge, LA 70804

RE: LCP 2019/ 2020 Budget

Dear Mr. Truxillo,

Please accept the budget proposal below from St. Charles Parish:

St. Charles FY 2019/2020 Budget

\$21,809.00	State Funds	Salaries and Fringe
\$21,809.00	Local Match	Salaries and Fringe
\$43,618.00	Total Budget	Salaries and Fringe

Thank you and if I can be of further assistance, please do not hesitate to call.

Sincerely,

Earl Matherne
Planning Administrator



ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

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

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PARISH PRESIDENT

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April 30, 2019

Jon A. Truxillo
Louisiana Department of Natural Resources
Office of Coastal Management
P.O. Box 94396
Baton Rouge, LA 70804

RE: LCP 2020/ 2021 Budget

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Website: www.stcharlesparish-la.gov

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PLANNING DIRECTOR

April 30, 2019

Jon A. Truxillo
Louisiana Department of Natural Resources
Office of Coastal Management
P.O. Box 94396
Baton Rouge, LA 70804

RE: LCP 2021/ 2022 Budget

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St. Charles FY 2021/2022 Budget

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\$21,809.00	Local Match	Salaries and Fringe
\$43,618.00	Total Budget	Salaries and Fringe

Thank you and if I can be of further assistance, please do not hesitate to call.

Sincerely,

Earl Matherne
Planning Administrator

Appendix B

MONITORING REPORT

Date: _____

Contracting Party: St. Charles Parish

LaGov No. 2000426714

Project Title: "St. Charles Parish Local Coastal Program Implementation"

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Balance: \$ _____

Total invoiced to date: \$ _____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

- 1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____

Approval _____ Date _____

Jon Truxillo, Project Manager

APPENDIX C

MAIL TO: Department of Natural Resources
 Office of Coastal Management
 P.O. Box 44487
 Baton Rouge, LA 70804-4487

REQUISITION FOR PAYMENT

CONTRACTING PARTY St. Charles Parish

LaGov No. 2000426714

PROJECT NAME "St. Charles Parish Local Coastal Program Implementation"

REQUISITION PERIOD _____ ESTIMATE NO. _____

TOTAL AMOUNT AUTHORIZED _____ ESTIMATED % COMPLETE _____

BUDGET ITEMS	TOTAL AUTHORIZED AMOUNT	PREVIOUS REQUESTS	AMOUNT DUE THIS ESTIMATE	CUMULATIVE TO DATE
TOTAL	\$	\$	\$	\$

I certify that charges reflected are supported by the attached cost documentation which is available in the Contracting Party's and contractor's records.

I certify that the above statement is just and correct and payment has not been received.

 SIGNATURE OF CONTRACTING PARTY REPRESENTATIVE

APPROVED: _____
 JON TRUXILLO, DNR PROJECT MANAGER

APPENDIX D

MAIL TO: Department of Natural Resources
 Office of Coastal Management
 P.O. Box 44487
 Baton Rouge, LA 70804-4487

CASH OR IN-KIND CONTRIBUTION REPORT

LaGov No. 2000358001

PROJECT NAME "St. Charles Parish Local Coastal Program Implementation"

REQUISITION PERIOD _____ ESTIMATE NO. _____

BUDGET ITEMS	TOTAL AUTHORIZED AMOUNT	PREVIOUS REQUESTS	AMOUNT DUE THIS ESTIMATE	CUMULATIVE TO DATE
TOTAL	\$	\$	\$	\$

 APPROVED BY

 DATE

 TITLE

2019-0239

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

ORDINANCE NO. 19-8-15

An ordinance to rescind Ordinance No. 19-3-6 and to approve and authorize the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S – R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al.

WHEREAS, on March 25, 2019, the St. Charles Parish Council adopted Ordinance No. 19-3-6, which approved and authorized the Parish President to acquire a 0.009- acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 5-1, portion of Lot 38, Almedia Plantation, Sec. 40, T12S – R9E St. Rose, now or formerly owned by George Saba Ellis, Jr. Et Al; and,

WHEREAS, the temporary construction servitude agreement was revised and thus Ordinance No. 19-3-6 needs to be rescinded; and,

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

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

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

WHEREAS, the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 5-1; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 19-3-6, adopted March 25, 2019, is hereby rescinded.

SECTION II. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$344.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from now or formerly owned by George Saba Ellis, Jr. Et Al.

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

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

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

And the ordinance was declared adopted the 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: August 20, 2019

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 21, 2019

AT: 10:20 am RECD BY: [Signature]

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 5-1

TEMPORARY CONSTRUCTION SERVITUDE

STATE OF LOUISIANA
PARISH OF ST. CHARLES

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

GEORGE SABA ELLIS, JR. (XXX-XX-_____), (1/2 interest, separate property), being of the full age of majority and a resident of Parish of Orleans, State of Louisiana, who declared that he has been married but twice, first to Jane Reeves Schlegal from whom he is divorced and then to Kelley Lozes Ellis, with whom he is separate in property and with whom he lives and resides at 215 Fairway Drive, New Orleans, LA 70124;

JOAN ELLIS GREEN (XXX-XX-_____), nee Ellis, (1/2 interest, separate property) , being of the full age of majority and a resident of the County of Davidson, State of Tennessee, whose mailing address is 706 Greeley Drive, Nashville, TN 37205, who declared that she has been married but once and then to David Sawyer Green, with whom she lives and resides, collectively called Grantor;

and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. 19-8-15, adopted by St. Charles Parish Council on August 19, 2019 a copy of which is attached hereto and made a part hereof, hereinafter referred to as Grantee;

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

Parcel 5-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS. and the design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320" being located across the front of the George Saba Ellis, Jr. property, Lot 38, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, the Southeastern East of the Mississippi River Land District, said tract or portion of ground at the intersection of the East right of way line of Almedia Rd. with the North right of way of Airline Hwy, in St. Rose, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 188+21.06 thence an offset to the right a distance of approximately 73.38 feet to a point of beginning (POB) common with this northern right of way of US 61; thence an arc with radius 2996.35 feet, arc length 24.12 feet, chord 24.12 feet, and chord bearing S84°53'23.35" W to a point located at station 188+45.17 and an offset of 72.74 feet; thence N39°05'36.46" W a distance of approximately 12.89 feet to a point located at station 188+52.66 and an offset of 83.24 feet; thence N50°54'23.54" E a distance of approximately 20.00 feet to a point located at station 188+36.38 and an offset of 94.85 feet; thence S39°05'36.46" E a distance of approximately 26.37 feet to the point of beginning common to the US 61 right of way located at station 188+21.06 and an offset of 73.38 feet, containing 0.009 acres or 392.64 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION, SEC. 40, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY GEORGE SABA ELLIS, JR. ET ALS, a copy attached hereto and made a part hereof, and design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in what is known as Almedia Plantation Section 40, T12S-R9E, East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated August 12, 1998, recorded in the St. Charles Parish Clerk of Court Conveyance Records on August 13, 1998 in COB 542, Folio 158, Instrument Number 223734; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated May 17, 2002, recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 20, 2002 in COB 602, Folio 615, Instrument Number 266617; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Extract of Judgment of Possession, dated October 15, 2005, recorded in the St. Charles Parish Clerk of Court Conveyance Records on November 16, 2005 in COB 658, Folio 847, Instrument Number 312961; being the same property acquired by George Saba Ellis, Jr. and Joan Ellis Green by Act of Donation dated December 27, 2018 and recorded in St. Charles Parish Clerk of Court Conveyance Records on January 8, 2019 in COB 872, Folio 293, Instrument No. 437877; being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Affidavit of Small Succession dated February 12, 2019 and recorded in St. Charles Parish Clerk of Court Conveyance Records on March 12, 2019 in COB 874, Folio 220, Instrument No. 439219; and being the same property further acquired by George Saba Ellis, Jr. and Joan Ellis Green by Quitclaim Deed by George Jamil Assaf, dated March 19, 2019, and recorded in St. Charles Parish in COB 874, Folio 665, Instrument No. 439581 on March 26, 2019.

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

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted for the purposes of constructing drainage improvements.

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

The temporary construction servitude hereby granted shall be for a term of one (1) year at THREE HUNDRED FORTY-FOUR AND NO/100 (\$344.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

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

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 5-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude. Grantee shall be responsible for any damages to Grantor's remaining property resulting from Grantee's use of this Temporary Construction Servitude or from the drainage improvements constructed.

NOW UNTO THESE PRESENTS comes **DAVID SAWYER GREEN** appearing herein to acknowledge that the interest in the property conveyed herein by JOAN ELLIS GREEN is in fact the separate and paraphernal property of his wife, JOAN ELLIS GREEN.

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

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in Parish of _____, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 2019, after a due reading of the whole.

GRANTOR:

WITNESSES:

GEORGE SABA ELLIS, JR.

Print Name

Print Name

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

IN TESTIMONY WHEREOF, in County of _____, State of _____ the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 20____, after a due reading of the whole.

WITNESSES:

X _____

Print Name

X _____

Print Name

GRANTOR:

JOAN ELLIS GREEN

INTERVENOR:

DAVID SAWYER GREEN

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 2019, after a due reading of the whole.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

Print Name

LARRY COCHRAN, PRESIDENT

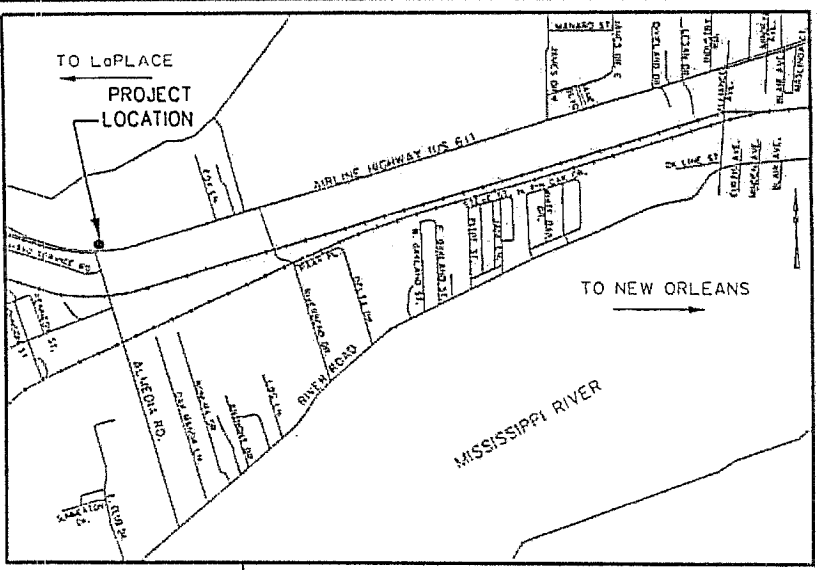
Print Name

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

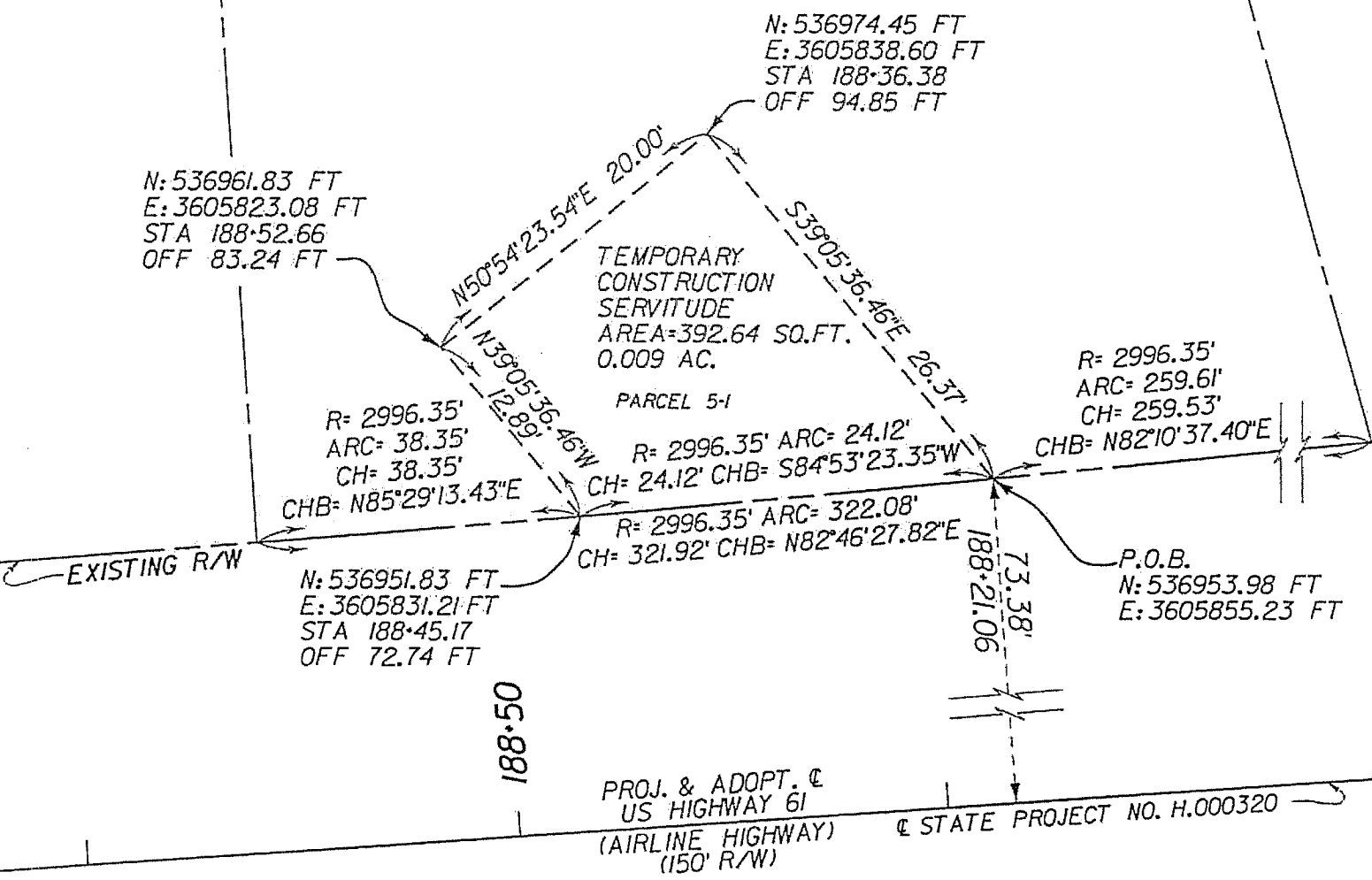
My Commission expires: _____



VICINITY MAP
N.T.S

GEORGE SABA
ELLIS, JR., et al.
R.A.=5.12 AC.
(PER DEED)

PELLETTIERE,
BABETTE L.



LEGEND

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



- NOTES:
1. REFERENCE MAP BY S K LANDRY, LAND SURVEYOR DATED APRIL 24, 1970, WHICH WAS RECERTIFIED CORRECT BY J J PERRET, REGISTERED LAND SURVEYOR, DATED APRIL 19, 1979. RECORDED IN ENTRY NO 68926, COB 226, FOLIO 524.
 2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT, FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY -KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
 3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
 4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY
 5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
 6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LODO TO STATE PROJECT NO H000320

SURVEY SHOWING
 TEMPORARY CONSTRUCTION SERVITUDE
 FOR LODO STATE PROJECT
 "US 61 RAILROAD OVERPASS TO Lo 50"
 PROJECT NO. H.000320
 LOCATED ON PORTION OF LOT 38, ALMEDIA PLANTATION,
 SEC. 40, T12S R9E
 ST. ROSE, ST. CHARLES PARISH, LOUISIANA
 NOW OR FORMERLY OWNED BY
 GEORGE SABA ELLIS JR., ET. ALS.

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

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

STATE OF LOUISIANA
 * LAND SURVEYOR *
 ANDREW D. SHREAD
 License No. 5087
 PROFESSIONAL
 LAND SURVEYOR

ANDREW D. SHREAD
 PROFESSIONAL LAND SURVEYOR #5087

2019-0246

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

ORDINANCE NO. 19-8-16

An ordinance to approve and authorize the execution of a professional service agreement with Pivotal Engineering, LLC, for providing all necessary professional topographic surveying and engineering services for a conceptual plan to replace the Turtle Pond Pump Station. (Parish Project Number P190801).

WHEREAS, the existing pump station that serves the Turtle Pond drainage area is in poor condition and needs replacement, and,

WHEREAS, the Department of Public Works desires to hire an engineering consultant to prepare a conceptual plan that shows the proposed replacement of the pump station including equipment selection and site layout, and,

WHEREAS, the attached agreement between Pivotal Engineering and the Parish describes the proposed topographic surveying and engineering services and compensation for the proposed project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Pivotal Engineering, LLC and St. Charles Parish is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle DiPasato

DLVD/PARISH PRESIDENT: August 20, 2019

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 21, 2019

AT: 10:20am RECD BY: [Signature]

AGREEMENT 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 Pivotal Engineering, LLC, a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional surveying and consulting engineering firm to perform engineering services for the Turtle Pond Pump Station Replacement – Conceptual Plan 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. The Engineer 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, where specified in Engineer's proposal dated August 1, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 Engineer shall provide topographic surveying services that are described in the Proposal.

2.2 Engineer shall conduct a drainage study, assist in equipment selection, and provide preliminary site plans to guide the project decision-making process to replace the existing pump station.

2.3 Engineer shall provide professional engineering services to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil engineering.

2.4 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.

2.5 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.

2.6 Engineer shall provide minutes of all meetings with St. Charles Parish.

3.0 SERVICES OF THE OWNER

- 3.1** Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.2** 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 as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee for Basic Engineering is \$30,000. The lump sum fee for the topographic survey is \$5,775.
- 4.2** If the Agreement, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.
- 4.3** The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1** A copy of the Owner's written authorization to perform the service.
 - 4.3.2** Timesheets for all hours invoiced.
 - 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.6 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.6 inclusive.
 - 5.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.
 - 5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this Agreement.
 - 5.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

- 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Agreement.
- 5.1.2.5 Providing renderings for Owner's use.
- 5.1.2.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

6.0 OWNERSHIP OF DOCUMENTS

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Agreement and, shall be delivered to the Owner prior to termination or final completion of the Agreement.
- 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 Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

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

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

- 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 Agreement.

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 Agreement 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 Agreement.
- 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 Agreement, 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 Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement 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 Agreement, 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 Agreement, 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 Agreement 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 any design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

13.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

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.

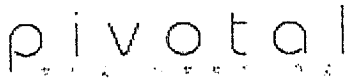
WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

PIVOTAL ENGINEERING, LLC



PIVOTAL ENGINEERING, LLC
 1515 POYDRAS STREET, SUITE 1875
 NEW ORLEANS, LA 70112
 PHONE: (504) 799-3653
 FAX: (504) 799-3654

August 1, 2019

Don Edwards, P.E., Senior Engineer
 Public Works Department
 100 River Oaks Drive
 Destrehan, LA 70047
 (985)783-5102

Subject: Turtle Pond Pump Station Improvement
 (Around intersection of I-310 service Rd and Johnson St)

Dear Mr. Edwards,

Pivotal Engineering LLC (Pivotal) is please to submit fee proposal for planning study of the subject project.

SCOPE OF SERVICES

Pivotal will provide planning study of the Turtle Pond Pump Station Improvement (around intersection of I-310 service Rd and Johnson St). The scope of the planning study is to conduct drainage study, equipment selection and provide preliminary site plan to guide the project decision making process of the proposed remove and replace pump station improvement.

SUPPLEMENTAL SERVICES

1. Topographical Surveying

FEES

Pivotal proposes a lump sum fee of \$30,000.00 to provide the planning study service scope described above. We are also requesting a 10% sub-consultant management fee.

Planning Study Service Fee =	\$30,000.00
Supplemental Services (refer attachment B):	
Topographical Surveying (by Riverland Surveying Co., L.L.C.) =	\$5,250.00
Sub-Consultant Management Fee (Lump Sum) = \$ 5,250.00 x 10% =	<u>\$ 525.00</u>
Pivotal Engineering Total Project Fee =	<u>\$35,775.00</u>

We appreciate the opportunity to provide these services. Should you have any questions or require additional information, please email at amehta@pivotaleng.com or call at 504 559 6518.

Sincerely,

Avinash Mehta

Avinash Mehta, PE

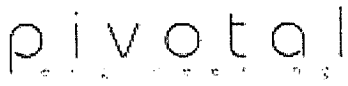
Principal

Attachments:

Attachment A – Pivotal Engineering, LLC Schedule of Man-hour Rates and Charges

Attachment B –Riverland Surveying Co., L.L.C. (Sub –Consultant service fee)

Attachment A
Pivotal Engineering, LLC
Schedule of
Man-hour Rates and Charges



PIVOTAL ENGINEERING, LLC

1515 POYDRAS STREET, SUITE 1875

NEW ORLEANS, LA 70112

PHONE: (504) 799-3653

FAX: (504) 799-3654

SCHEDULE OF MAN-HOUR RATES AND CHARGES

STAFF	HOURLY RATE
Principal Engineer (PE)	\$220
Project Director (PE)	\$175
Senior Civil Engineer (PE)	\$160
Senior Mechanical Engineer (PE)	\$160
Senior Electrical Engineer (PE)	\$160
Senior Environmental Engineer (PE)	\$160
Project Engineer (EI)	\$135
Designer/CAD Drafter	\$95
Clerical	\$55
Travel (\$0.545 per mile)	

Attachment B
Riverland Surveying Co., L.L.C.
(Sub –Consultant service fee)

RIVERLANDS SURVEYING CO., L.L.C.

505 Hemlock Street • LaPlace, LA 70068
Phone: (985) 652-6356
800-248-6982
Fax: (985) 652-3422

Stephen P. Flynn
Project Manager, P.L.S.

Donna A. Flynn
President

July 10, 2019

Yoseph Shifare, P.E.
Pivotal Engineering, LLC
1515 Poydras Street, Suite 1875
New Orleans, LA 70112
504-799-3659 Direct
yshifare@pivotaleng.com

Re: Turtle Pond Pump Station, St. Rose, St. Charles Parish, Louisiana

Dear Mr. Shifare,

This letter serves as a quote to provide the following services for the fees stated:

- A) Survey Services for Turtle Pond Pump Station** **\$5,250.00**
- Topographic Survey on Turtle Pond Pump Station.
 - Scope of work attached.
 - Survey limits attached.
 - Utility locations are limited to respondents of a LA One Call request.
 - Preferred completion date: Within 15 business days from the notice to proceed.
- B) Additional Services / Notes**
- Hourly Rate Sheet Attached.
 - Estimate does not include:
 - * Line clearing
 - * Courthouse research
 - * Legal description preparation
 - * Expert testimony / depositions
 - * Completion date guarantee
 - * Meetings / telephone consultations

Any additional services, changes, revisions, additions, or printing will be charged per our normal rate schedule. If you should have any questions or comments please feel free to contact me at the above number.

By signing below you authorize us to proceed with this work, and agree to be personally responsible for all fees and interest. If you sign in a representative capacity, you will look to your principal for reimbursement and will not require us to collect from any other person or firm. You will pay us first, then look to your client, principal, owner or contractor for reimbursement. Invoice will be submitted for payment when initial preliminary draft of survey is issued for review. Payment is due prior to the release of signed and sealed hard copies of survey or electronic copies of survey. Invoices are payable immediately and become past due 30 days after issuance. A service charge will be added on all accounts over 30 days in an amount of 1 ½% per month – annual percentage rate is 18%. If an attorney is employed to enforce collection, you will pay reasonable attorney fees in addition to the amount due on the invoices.

Sincerely,



Travis P. Trosclair
TPT/mfd
Q3460

Authorized Signature: _____

Print: _____

Date: _____

Firm: _____

S:\Data_RSC\Quotes\Quotes by Number\Q3401 - Q3500\Q3460_Turtle Pond_Pivotal\Q3460.doc

RIVERLANDS SURVEYING CO., L.L.C.

505 Hemlock Street • LaPlace, LA 70068
 Phone: (985) 652-6356
 800-248-6982
 Fax: (985) 652-3422

Stephen P. Flynn
 Project Manager, P.L.S.

Donna A. Flynn
 President

SCHEDULE OF RATES AND CHARGES July 10, 2019 Q3460

PERSONNEL

<u>Staff</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
Professional Land Surveyor	\$ 80.00	
CAD Technician	\$ 50.00	\$ 68.00
Project Coordinator	\$ 55.00	\$ 75.00
Field Coordinator	\$ 50.00	\$ 68.00
Clerical	\$ 30.00	\$ 41.00
Survey Party (3-man crew)	\$ 112.00	\$ 152.00
Survey Party (2-man w/ robotic)	\$ 112.00	\$ 152.00
Survey Party (4-man crew)	\$ 132.00	\$ 179.00
Survey Party (3-man w/ robotic)	\$ 132.00	\$ 179.00
GPS system	\$ 85.00	\$ 85.00
Electronic level	\$ 200.00 (day)	
Travel	\$ 90.00	

Hourly rate applies to first 8 hours worked each day, Monday thru Friday.

Overtime rate applies to hours worked in excess of 8 on Monday thru Friday, and all hours worked on Saturday, Sunday and holidays.

Minimum callout 6 hours. Due to the uncertainty of dates required, call outs are subject to the availability of the crews.

Rates charged will be portal to portal from 505 Hemlock Street, LaPlace, Louisiana

Invoices are payable immediately and become past due 30 days after issuance. A service charge will be added on all accounts over 30 days in an amount of 1 ½% per month – annual percentage rate is 18%. If an attorney is employed to enforce collection, you will pay reasonable attorney fees in addition to the amount due on the invoices.

EXPENSES

(Transportation, Equipment and Other Direct Costs)

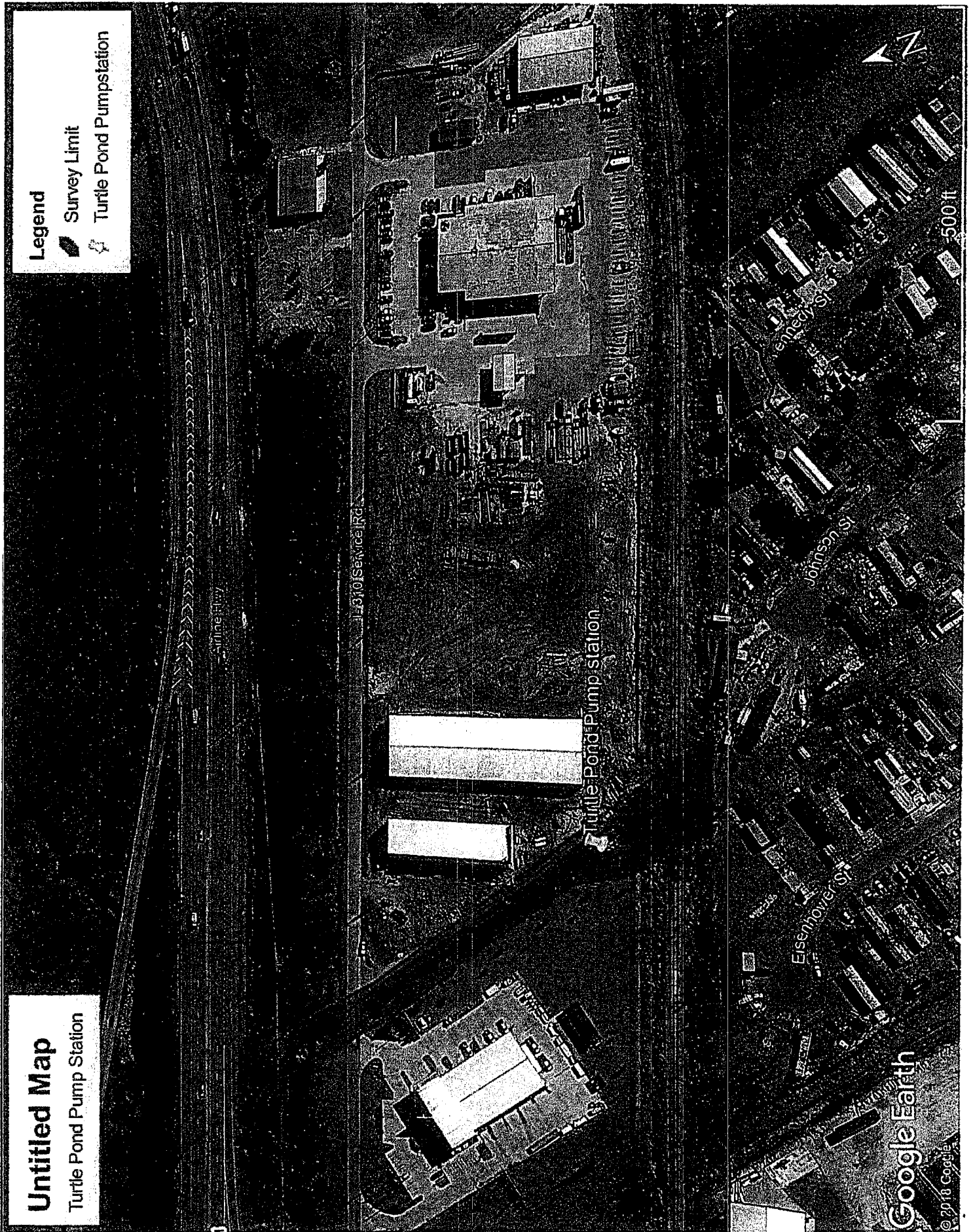
Survey Vehicles	\$ 1.00 per mile
Passenger Cars	\$ 0.58 per mile
Materials and Supplies	At Cost plus 15%
Reproduction	At Cost plus 15%
In-house Reproduction	\$ 1.00 per sheet (up to 24x36)

SPECIAL OWNED EQUIPMENT

- | | | |
|----|--|---------------|
| 1. | Large Boat, Motor, Trailer & Accessories ----- | \$ 125.00/Day |
| 2. | Small Boat, Motor, & Accessories ----- | \$ 50.00/Day |
| 3. | All Terrain Vehicle & Trailer ----- | \$ 50.00/Day |

Untitled Map
Turtle Pond Pump Station

- Legend**
- Survey Limit
 - Turtle Pond Pumpstation



Turtle Pond Pumpstation Topographic Survey

Survey Scope of Work

Scope:

1. Horizontal coordinates shall be referenced to the Louisiana State Plane Coordinate System, South Zone, NAD 1983.
2. Establish two (2) Temporary Benchmarks (TBM) on site. The vertical datum shall be referenced to N.A.V.D. 1988.
3. The limits of topographic survey shall be the area as shown on the attached sketch.
4. Non-visible utilities shall be shown based on One Call markings and available utility maps.
5. Utilities will be located including water, sewer and drain, top of casting and inverts.
6. Tree sizes and species 4" DBH or greater will be located.
7. Spot elevations will be taken on a 25' x 25' grid within the limits of topography.
8. Existing boundary and/or servitude to be shown
9. Plot location of improvements within the designated limits of survey. This is to include all visible aboveground topographic features, but not limited to, such as edge of pavement, ditches and culverts, buildings, fences, electric poles, traffic control devices, signage, structures, and other topographic features found.
 - a. The following specific items of the ditch shall also be included:
 - i. Pump station sump/pit depth
 - ii. Existing ditch profile upstream and downstream of the pump station within the survey limit

Deliverable:

- 1- 24x36 Paper
- 1- Electronic PDF
- 1 - AutoCAD C3D drawing
- 1 -Survey point file (.xls file)

2019-0249

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

RESOLUTION NO. 6430

A resolution authorizing the Parish President to seek a \$9,000,000 loan from the Louisiana Department of Environmental Quality State Revolving Loan Program for upgrading the existing wastewater collection system, including lift stations and force mains, upgrades to the Luling Oxidation Pond, the disinfection system at the Destrehan Wastewater Treatment Plant, and a new Hwy 3127 Oxidation Pond South of Hwy 3127.

WHEREAS, the Parish of St. Charles is in need of upgrading their existing wastewater collection system, including lift stations and force mains, upgrades to the disinfection system at the Destrehan WWTP, the redesign of the Luling Oxidation Pond, and the design and construction of a new Hwy 3127 Oxidation Pond; and,

WHEREAS, loans and/or grants for this project are available through the State Revolving Loan Fund loan program operated by the Louisiana Department of Environmental Quality.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby resolve,

SECTION I. The Parish President is hereby authorized to submit a pre-application, application, and issue debt in the amount of \$9,000,000 to the Department of Environmental Quality on behalf of the Parish of St. Charles for the purpose of placing this project on the Project Priority List for funding through the State Revolving Fund loan program.

SECTION II. The Parish President is further authorized to furnish such additional information as may reasonably be requested in connection with the pre-application.

SECTION III. The Parish President is hereby designated as the Official Project Representative for the Parish of St. Charles for any project that may result from the submission of the pre-application.

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

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

And the resolution was declared adopted this 19th day of August 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Spastato
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20 am RECD BY: [Signature]

2019-0250

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

RESOLUTION NO. 6431

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1B zoning district on Lot 1400-C, Ormond Country Club Estates, 97 Villere Drive, Destrehan as requested by Jia Min Wu.

WHEREAS, Jia Min Wu requests a special permit use for an accessory dwelling unit in an R-1B zoning district; and,

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

WHEREAS, the St. Charles Parish Planning & Zoning Commission approved the special permit at its regular meeting on August 1, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1B zoning district on Lot 1400-C, Ormond Country Club Estates, 97 Villere Drive, Destrehan as requested by Jia Min Wu.

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

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

And the resolution was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Depastato
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20am RECD BY: [Signature]

2019-0251

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

RESOLUTION NO. 6432

A resolution providing supporting authorization to endorse waivers from the Subdivision Regulations of 1981 to allow a lot with no street frontage as well as a dead-end street with no cul-de-sac (Section III.B.3, Geometric Standards for Blocks, Arrangement); to allow a lot that does not meet the required width for a corner lot (Section III.C.1.a, Geometric Standards for Lots, Corner Lot); to allow lots that do not meet the required width for the C-2 & M-1 zoning districts (Section III.C.1.b, Geometric Standards for Lots, Width); to allow lots with side lines that are not radial to curved streets (Section III.C.2, Geometric Standards for Lots, Lot Lines) all as requested by 310 Equity, LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from the geometric or design standards; and,

WHEREAS, the subdivider has requested waivers from the geometric standards for streets, blocks, and lots; and,

WHEREAS, the Planning and Zoning Commission approved the request at their August 1, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting endorsement for waivers from the Subdivision Regulations of 1981, to allow a Lot, *Parcel A*, without street frontage; to allow a dead end street, *St. Thomas Street*, without a turning circle or cul-de-sac; to allow a lot, *Parcel B*, without the required width for a corner lot; to allow lots, *Parcel A, 33, 34, 35, 36, 53, and 54*, without the required width for the zoning district; to allow lots, *23, 24, 25, 26, 45, and 46*, with side lines that are not radial to curved streets, all as requested by 310 Equity, LLC.

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

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

And the resolution was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle DiPasato
DLVD/PARISH PRESIDENT: August 20, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 21, 2019
AT: 10:20am RECD BY: [Signature]

2019-0253

INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A
TERRELL D. WILSON, COUNCILMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI

RESOLUTION NO. 6433

A resolution urging Legislators to include local and state stakeholders in the process of drafting legislation for the reauthorization of the National Flood Insurance Program (NFIP) and supporting legislation for the reauthorization of NFIP.

WHEREAS, supporting legislation for the reauthorization of NFIP which provides for long-term reauthorization with a focus on affordability, efficiency, fairness, accountability and sustainability of the program; and,

WHEREAS, supporting legislation for the reauthorization of NFIP which invests in mitigation, reforms the administration and claims processes, and bolsters NFIP solvency; and,

WHEREAS, supporting legislation for the reauthorization of NFIP which modernizes flood mapping and flood risk accuracy; and,

WHEREAS, supporting legislation for the reauthorization of NFIP which increases accountability and consumer protections in the NFIP private markets; and,

WHEREAS, supporting legislation for the reauthorization of NFIP which provides for specific language to be included should address:

Affordability through limiting rate increases to no more than five percent per year on any policy, inclusive of any surcharges and fees, especially given potential rate increases due to FEMA's Risk Rating 2.0 initiative. Preserve grandfathering. Please a hard cap on annual premiums of one percent of the total coverage of the property. Rates should be maintained as affordable for all policyholders.

Mitigation through increasing federal investment in property and community mitigation, not only through loans, however; provide mitigation credits to residential property owners for proven flood proofing methods, beyond elevation; opposing unfunded mandates on local governments for mitigation efforts; modernize increased cost of compliance to encourage mitigation.

Mapping through improving transparency, using the most effective technology, and including input from local governments.

Solvency through further addressing repetitive loss properties; limiting NFIP payments to Write Your Own (WYO) companies; increasing the pool of policyholders through enforcement and expansion of the preferred risk policy; forgiving the NFIP debt and reallocate the interest payment to mitigation and solvency.

Consumer protection through creating a policy review process; regionalizing Flood Insurance advocates; amending force-placed provision to keep policyholders in NFIP instead of surplus lines.

Privatization through requiring private insurers to cover the entire spectrum of risk (i.e. no cherry-picking of preferable policies); allow consumers that leave NFIP for the private market to return to NFIP; ensuring private insurance market development does not undermine community flood mitigation through the Community Rating System (CRS).

WHEREAS, the NFIP is set to expire on September 30, 2019; and,

WHEREAS, the Parish President and Parish Council urge its Federal representatives to further support the reauthorization of the NFIP that best reflects the initiative to satisfy the aforementioned measures to protect the people of St. Charles Parish through the provision of affordable, federally-backed flood insurance.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby urge its Legislators to take action to seek changes to the reauthorization of the National Flood Insurance Program ("NFIP").

BE IT FURTHER RESOLVED, that it is requested that our Legislators take any and all necessary action to ensure the NFIP is reauthorized and extended and that any such legislation provide affordable rates and sensible coverage to affected property owners.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to, U.S. Senator William "Bill" Cassidy, U.S. Senator John Kennedy, U.S. Representative Cedric Richmond, U.S. Representative Garret Graves, Governor John Bel Edwards, Senator Gary L. Smith, Jr., Senator Edward J. "Ed" Price, Representative Gregory A. Miller, Representative Randal L. Gaines, and Representative Joseph A. Stagni, to make them aware of our position on this matter.

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

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

NAYS: NONE

ABSENT: BELLOCK

And the resolution was declared adopted this 19th day of August 2019, to become effective five (5) days after publication in the Official Journal.

2019-0253 2 Revised NFIP Resolution

CHAIRMAN: *Julia Fisher-Perrier*

SECRETARY: *Michelle Dupontato*

DLVD/PARISH PRESIDENT: *August 20, 2019*

APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: *August 21, 2019*

AT: *10:20am* RECD BY: *[Signature]*