

WCP

2014-0320

2019-0110

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

ORDINANCE NO. 14-10-10

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

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

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

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

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

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

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN
FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, FLETCHER

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

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10-8-14

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10-8-14

AT: 2:00pm RECD BY: [Signature]

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

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

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

ARTICLE I – PURPOSE AND INTENT

The purpose and intent of the Agreement is to authorize the **PARISH** to administer, manage, fund, implement, operate, maintain, provide, utilize, police, repair, replace, construct, and or rehabilitate earthen levees, bulkheads, embankments, canals, floodwalls, floodgates, temporary pumps, pumping stations and associated buildings and any servitudes or easements associated with these items located within the Sunset Drainage District on behalf of the **DISTRICT** without requiring approval of the **DISTRICT**.

All **DISTRICT** monetary assets, property, rights-of-way, servitudes, buildings, structures, equipment, personnel are hereby transferred to the **PARISH** in exchange for the services and funding provided by **PARISH** in the furtherance of purpose and intent of this agreement.

ARTICLE II – AUDIT AND MAINTENANCE OF RECORDS

- A. The **PARISH**, on behalf of the **DISTRICT**, shall keep books, records, documents, and other evidence pertaining to the costs and expenses incurred pursuant to this Agreement according to laws of the State of Louisiana;

ARTICLE III – HOLD HARMLESS AND INDEMNIFICATION

- A. The PARISH assumes full responsibility for the performance of its obligations under this Agreement and any future Agreement(s) or Amendments to the Project; The PARISH relieves the DISTRICT for any of its responsibilities while implementing this Project other than those obligations specifically undertaken by the DISTRICT except for any damages arising from the obligations undertaken by the DISTRICT, its appointed officials, employees, agents, representatives and contractors.
- B. The PARISH shall indemnify, hold harmless and defend the DISTRICT, its appointed officials, employees, agents, representatives and contractors, from and against any and all claims, demands, suits under law, causes of action, losses or liabilities of every kind, character and nature and shall pay in full any judgment, including any attorney fees, costs and legal interest, which may be rendered against the DISTRICT on account of the injuries to or death of any persons, or damage to any property of others, arising or allegedly arising out of or in any way connected with or in concert upon the performance by the DISTRICT, its appointed officials, employees, agents, representatives and contractors, of its obligations within this Agreement, except for those claims, demands, causes of action, losses or liabilities resulting from the sole or concurrent negligence of the DISTRICT.

ARTICLE IV- COMPLIANCE WITH LAWS

In acting pursuant to the rights and obligation set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La. R.S. 38:2211, et seq.)

ARTICLE V- PERSONS NOT TO BENEFIT

No elected or appointed public official shall be permitted to personally benefit from this Agreement.

ARTICLE VI- APPLICABLE LAW

This Agreement shall be governed by and interpreted to the laws of the State of Louisiana and the ordinances of St. Charles Parish. The parties agree and consent to the jurisdiction of the state court within St. Charles Parish, State of Louisiana and the appellate court assigned to hear matters from St. Charles Parish. The parties agree to all actions and proceedings arising out of this Agreement shall be litigated in the District Court for St. Charles Parish.

ARTICLE VII- SEVERABILITY AND SURVIVAL OF THE AGREEMENT

Each provision of this Cooperative Endeavor Agreement is severable from the other provisions. Should any provision of the Agreement be found invalid or unenforceable, then the provision or its part thereof, in question or contested shall be ineffective only to the extent required by law, without invalidating the remainder of the provision or the remainder of the other provisions found in this Agreement or the Agreement, itself. To the extent permitted by law, any provision found to be invalidate or unenforceable, then that provision shall be redrawn to the extent necessary to render it valid or enforceable consistent with the intent of the parties as demonstrated throughout this Agreement.

ARTICLE VIII- ENTIRE AGREEMENT

This Agreement and any exhibits attached to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes any and all prior and contemporaneous written and oral agreements or understandings between the Parties. Except as otherwise provided within this Agreement, the terms and conditions may not be amended, superseded, terminated or altered except by agreement evidenced by written instrument signed by both Parties, authorized and approved by certified copies of resolutions by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners.

ARTICLE X-TERMINATION FOR CAUSE

- A. Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions set forth in this or any future Agreement. Provided, however, that the party seeking to terminate the Agreement, shall give the other party in noncompliance written notice specifying the failure to comply. If within thirty (30) days after receipt of such notice, the party in noncompliance shall not have either corrected the failure or proceeded diligently to complete the correction, the party seeking termination may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in the notice.
- B. Any termination of this Agreement shall not relieve the parties of liability for any obligation previously incurred.
- C. Should the DISTRICT cause this Agreement to be terminated, then the DISTRICT SHALL reimbursed the PARISH for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by PARISH the DISTRICT will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

ARTICLE XI- TERMINATION WITHOUT CAUSE

Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination of or withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. The terminating party SHALL reimburse the other party for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; after reimbursement has been received by opposite party the terminating party will assume control and ownership of any equipment purchased and any improvements made in furtherance of the purpose of this agreement;

ARTICLE IX- MISCELLANEOUS PROVISIONS

- i. All the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns;
- ii. The Parties mutually agree that the PARISH has the authority to execute any and all agreements as may be necessary or expedient in the furtherance of the affairs of the DISTRICT having been authorized by the and approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, as evidenced by certified copies of the resolutions of the Council and the District;
- iii. The Agreement shall become effective by the execution and signing by the Parties below after having been approved by the St. Charles Parish Council and the Sunset Drainage District Board of Commissioners, evidenced by certified copies of their respective resolutions;
- iv. Except as otherwise provided above, this Agreement shall remain in effect until termination by written mutual consent of all parties in writing evidenced by the resolutions of the St. Charles Parish Council and the Sunset Drainage District;
- v. Any borrow material excavated from Lot 761 [also known as Fractional Ten (10) in Township 14 South, Range 20 East, Parish of St. Charles, State of Louisiana containing Two Hundred Eighty-Five and 60/100 (285.60) acres, more or less] that is 1) determine to be useful in the construction of flood protection infrastructure shall only be utilized in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District in perpetuity, and 2) determined to be non-useable for in the construction and/or improvement of flood protection infrastructure within the boundary of the Sunset Drainage District but useable for any other purpose shall require approval for its use by the DISTRICT.
- vi. The use of Lot 761 for any purpose of other than providing borrow material as previously specified shall require approval for such use by the DISTRICT.
- vii. The Cooperative Endeavor Agreement may be executed in multiple originals.

THUS SIGNED AND EXECUTED, in St. Charles Parish, by the duly authorized representative of St. Charles Parish, State of Louisiana on this 8th day of October, 2014, in the presence of the undersigned witnesses, who having signed their names, and together with me, Notary, witnessed the signature of the authorized representative of St. Charles Parish.

SIGNATURE

[Signature]

WITNESS

Gary Bol Jr. PO Box 428
Print Name and Address Laplace, LA 70069

[Signature]
Witness

Andrea Coleman PO Box 92 St. Rose, LA 70087
Print Name and Address

ST CHARLES PARISH

BY [Signature]
V.J. ST. PIERRE, JR.
PRESIDENT

[Signature]

NOTARY PUBLIC

[Signature]

Name and Address

50825

Notarial Number

Bar Number if applicable

Commission expires:

at death

THUS DONE AND EXECUTED, in the Parish of St. Charles,
State of Louisiana, by the duly authorized representative of Sunset Drainage
District, State of Louisiana, on this 8th day of October, 2014, in the presence
of the undersigned witnesses, who having signed their names, together with me,
Notary, and after having witnessed the signature of the representative of the Sunset
Drainage District.

SUNSET DRAINAGE DISTRICT

SIGNATURE:

[Signature]
Witness

BY [Signature]
Julia Fisher-Perrier,
PRESIDENT

[Signature]
Print Name and Address: Tiffany Clark P.O. Box 302
Hahnville, LA 70057

[Signature]
Witness

[Signature]
Print Name and Address: Valarie R. Berthelot P.O. Box 302
Hahnville, LA 70057

[Signature]

NOTARY PUBLIC

[Signature]

Name and Address

5827

Notarial Number

Bar Number if applicable

Commission expires:

at death



ST. CHARLES PARISH

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Fax: (985) 783-2067
www.stcharlesparish-la.gov

January 23, 2019

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

Parish President Cochran:

At the Hurricane Protection Projects Committee meeting held on January 22, 2019, it was learned that a plan has not been developed to address any low spots in the Sunset Drainage District (SDD) as requested in the attached letter. We also learned that no call has been made on what is to be considered a low spot needing to be addressed. This is in lieu of the requirement to maintain the levee at the grades that existed when the SDD entered into the Cooperative Endeavor Agreement with the Parish.

I was glad to hear at the meeting that a new ground survey will be conducted to obtain an accurate ground elevation survey to compare to the ground elevation survey taken in 2013. This however, is two to three months away from being conducted per what we were told. Three months puts us at the beginning of May which is just one month ahead of hurricane season. If nothing is done with respect to developing a plan until after the survey is conducted, this does not provide enough time for a plan to be developed and low areas to be raised prior to the upcoming hurricane season. A plan of action needs to be developed now and put on the shelf for when it is needed. The survey that is to be conducted needs to be expedited so that any areas needing to be addressed can be found, the plan pulled off the shelf, and the plan immediately put into action.

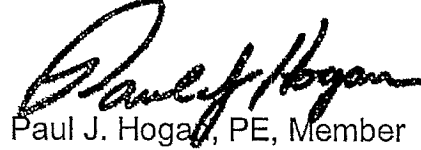
The plan needs to be analogous to the following:

1. A decision needs to be made on the minimum elevation that any portion of the levee will be allowed to sink to before action is taken to raise the levee.
 - a. 6' elevation on Petit Lake Des Allemands (Mud Lake)?
 - b. 5' elevation on Grand Bayou?
2. Identify areas which fall below the minimum elevation.
3. Use clay only from a Corp approved borrow pit when raising the low areas back the "minimum elevation + foot" to account for future settlement.
4. In the areas that are to be raised, place the clay in in accordance with the Corps of Engineers levee construction requirements.

January 23, 2019
2nd Page

Your prompt attention to this matter is greatly appreciated.

Sincerely,



Paul J. Hogan, PE, Member
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

Attachments

cc: Sunset Drainage District Governing Authority Members
Mr. Donald Henry, Lafourche Basin Levee District Executive Director
w/attachments
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA)
w/attachments
Mr. Clayton Faucheux, Public Works/Wastewater Director w/attachments
Mr. Sam Scholle, St. Charles Parish Senior Project Manager w/attachments
Mr. Mark Roberts, Burk-Kleinpeter, Inc. w/attachments
Ms. Anna Thibodaux, Herald-Guide w/attachments
Mr. Nick Reimann, The Advocate w/attachments
Mr. Ivy Chauvin, Assistant Executive Director, LBLD



ST. CHARLES PARISH

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

October 31, 2018

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

**9th Request
1-10-19**

Parish President Cochran:

I received and have reviewed the attached letter dated October 22, 2018 sent to you from the Lafourche Basin Levee District (LBLD) in response to the attached letter, which I had sent to you, which you then forwarded to LBLD. The information provided explains very well how the Sunset Drainage District (SDD) levee system will be incorporated into the Upper Barataria Risk Reduction project which we hope comes to fruition at some point in time. This project is desperately needed and would result in providing an increase to the level of protection to the SDD whenever it would be implemented.

In the letter I sent you however, my concern was with the level of protection that is currently being provided to the SDD at this point in time, not the level of protection from this proposed future project. St. Charles Parish (SCP), though a cooperative endeavor agreement it has with the SDD, is responsible for maintaining the SDD levees. As I explained in my letter, my concern is the loss in the level of flood protection provided to the SDD as a result of levee settlement which has taken place since the time the CEA was entered into on October 8, 2014. Since that time, the only work provided by SCP to the levee system through the CEA has been the cutting of grass (grass cutting performed by the Lafourche Basin Levee District as a result of the CEA between SCP and the LBLD).

As I noted in my letter, the elevations recently taken on the crown of the levee shows that the levee has settled along Petit Lake Des Allemands (PLDA) by over 0.5' along most of this stretch with some settlement at greater amounts, the greatest being 1.3'. Settlement along the section along Grand Bayou from Highway 90 to the LA 306 bridge showed several reaches having settlement over 0.5' with the greatest being 1.4' in one area. This settlement has resulted in the SDD being put at a greater risk of having its levees overtopped now than before SCP assumed responsibility for maintaining the SDD levee system. The settlement that is being experienced is an ongoing issue. As a result, the level of protection to the SDD is constantly decreasing.

There is a minimum elevation that needs to be determined along the PLDA levee and as well as along Grand Bayou levee that SCP will not allow these levees to go below. It will be nearly impossible to access areas where these levees are being overtopped during a storm event to try and stop the overtopping at that time. Therefore, when these levees go below the minimum levee elevations which are deemed to be reasonable, SCP needs to have a plan in place to bring the crown of these levees back up to these elevations in addition to some freeboard added to the elevation to account for future settlement.

There needs to be a minimum level of protection that will be maintained along Grand Bayou and along PLDA (which abuts open water) as part of the CEA which is independent of the UBRR project. As stated in my letter, a plan needs to be put in place to maintain the PLDA levee at a minimum elevation (an elevation of at least 6.0' should be sufficient) and the section along Grand Bayou from Highway 90 to the LA 306 bridge at a minimum elevation (an elevation no less than 5.0' should be sufficient).

The other concern presented in my letter to you was that of the elevation of Highway 90 at the Paradis Canal. This was not addressed by SCP as requested in the letter sent to you. The elevation of the highway at this location is such that it has the potential of going under water during a storm event causing water to flow into the SDD at this location. The highway needs to be raised at this location to the preliminary DFIRM elevation of 5.0' plus 1' of freeboard in order for the levee to be tied into the raised highway. This will eliminate the two issues that exist at this location.

Please have these concerns reviewed and provide the Governing Authority of the SDD with a response to these concerns and SCP's plans with respect to having them both addressed.

Sincerely,



Paul J. Hogan, PE, Member
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

Attachments

cc: Sunset Drainage District Governing Authority Members
Mr. Donald Henry, Lafourche Basin Levee District Executive Director w/attachments
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA) w/attachments
Mr. Clayton Faucheux, Public Works/Wastewater Director w/attachments
Mr. Sam Scholle, St. Charles Parish Senior Project Manager w/attachments
Mr. Mark Roberts, Burk-Kleinpeter, Inc. w/attachments
Ms. Anna Thibodaux, Herald-Guide w/attachments
Mr. Nick Reimann, The Advocate w/attachments
Mr. Ivy Chauvin, Assistant Executive Director, LBLD

Donald R. Henry
Executive Director

James P. Jasmin
President

Eric J. Matherne
Vice President

LBLD

COMMISSIONERS

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Assumption Parish
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St. John the Baptist
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St. Charles Parish
Michael McKinney, Sr.
Ascension Parish
Eric Matherne
St. Charles Parish
Martin Rogers
St. Charles Parish
Gary Watson
St. John Parish

LAFOURCHE BASIN LEVEE DISTRICT

P.O. Box 670 - 21380 Highway 20
Yacherie, LA 70090
(225) 265-7545
1-800-827-7034
FAX: (225) 265-7648

October 22, 2018

Honorable Larry Cochran
St. Charles Parish President
P.O. Box 302
Hahaville, LA 70057

Reference: Sunset Drainage District

Dear President Cochran,

The Lafourche Basin Levee District (LBLD) is in receipt of a letter sent to your office on October 2, 2018 from St. Charles Parish (SCP) Councilman and Sunset Drainage District Member, Paul Hogan. LBLD would like to take this opportunity to provide you with an update of how the Sunset Levee is being addressed and evaluated as part of the Upper Barataria Risk Reduction (UBRR) project.

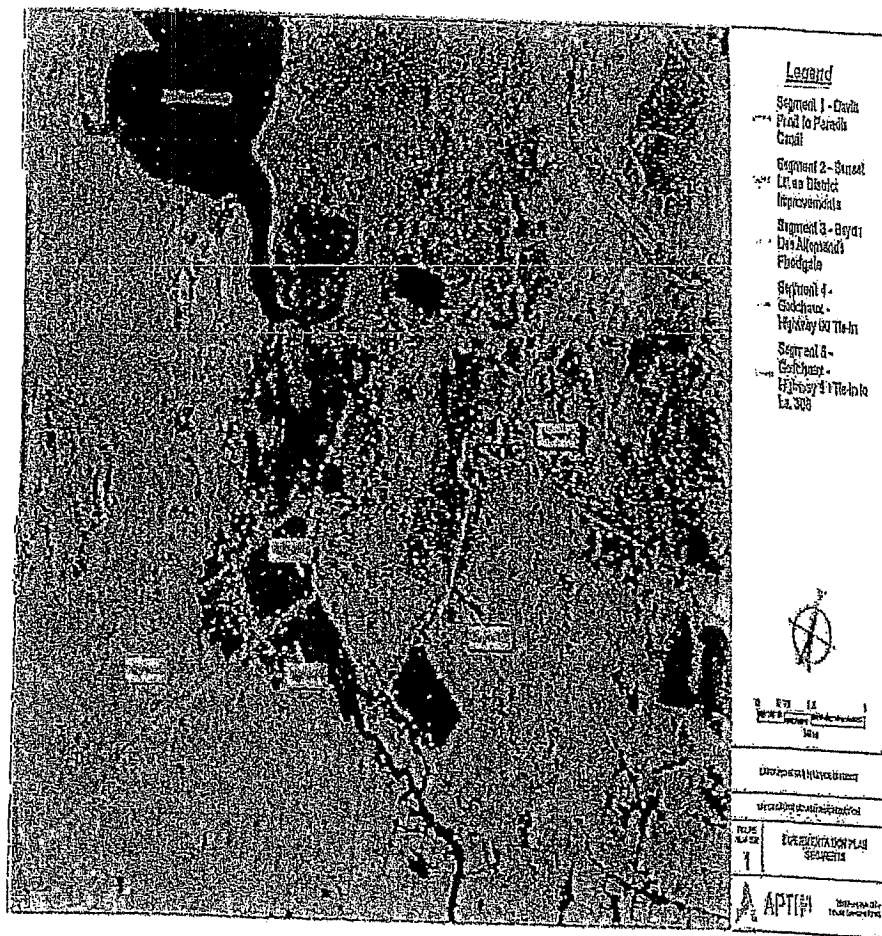
LBLD is very cognizant of the positions of State and Federal officials regarding the importance of advancing projects to a "shovel-ready" status, emphasizing the

importance of local entities' funding efforts as a means to show local commitment and investments, incentivizing the State, Federal Government, and other stakeholders to continue their partnerships and to advance projects toward construction. This is especially important and timely due to the fact that the project is so highly ranked in the 2017 State Coastal Master Plan.

In order to adhere to this philosophy and provide a plan for project implementation, LBLD commissioned and funded the conceptual design of the UBRR project in order to evaluate the scope and costs of the 1% level of risk reduction and to develop a plan to provide system closure which will assist LBLD, the Louisiana Coastal Protection Restoration Authority (CPRA), the North Lafourche Levee District (NLLD), and all Parishes within the basin in moving the project forward to advanced stages of design and construction in a logical and cost-effective manner.

As you are aware, LBLD has been working closely with its partners at the local and State levels, including the North Lafourche Levee District (NLLD) and CPRA, as well as St. Charles Parish, to ensure that all projects in the UBRR system align with the shared goals and technical aspects of the overall project.

The ongoing work in your Parish is the critical foundation upon which the UBRR project will build to provide the ultimate goal of protecting against the 1% storm return interval, on what is commonly referred to as the "Highway 90 Alignment." This reach of the UBRR project is referred to as "Segment 1" in our design team's conceptual report. I have attached a map below for your reference. The collaboration between LBLD and SCP from the early phases of property acquisition to expropriation and ultimately, to operation and maintenance, has proven to be a mutually beneficial partnership, advancing the shared goals of our jurisdictions, which holds paramount the protection of the citizens which we serve. This includes not only "Segment 1", but also the vital continuation of the project alignment through the Sunset Drainage District (SDD), referred to as "Segment 2" in our design team's conceptual report.



LBLD contracted with Professional Service Industries (PSI) to perform a geotechnical field investigation and analysis of the Sunset Drainage District Levees in 2015. Two alternatives were analyzed with multiple phases to achieve a final elevation of +12.5 which corresponds to the approximate elevation of 1% level of risk reduction. In these alternatives, a landward shift of the levee and land side stability berm was required to maintain levee stability. The stability berms were in excess of 200 feet wide. At that time, the interim lift in that analysis was proposed to EL +10.0' and included construction of the entire stability berm needed for the final EL +12.5' cross section to facilitate strength gain and reduce final construction cost.

This has now become a shared priority after 2017 meetings with stakeholders. Since establishing an interim risk reduction system to EL +7.5', it is recommended that a more detailed geotechnical investigation be performed in the near future to analyze the data collected by PSI to design an interim levee cross-section to EL +7.5' that would provide the smallest levee footprint possible, while still maintaining the desired factors of safety. This approach would minimize costs and make establishment of EL +7.5' of hurricane and storm damage risk reduction easier to fund, construct, and maintain.

LBLD is aware of deficiencies in the Sunset Levee area (Segment 2) and plans to initiate additional data collection in order to determine the best course of action for addressing low spots along the Segment's length: either by earthen embankment or installation of sheet piling. This data collection will be coordinated closely between CPRA and LBLD, as Gulf of Mexico Energy Security Act (GOMESA) funds are tentatively slated by CPRA to address this area of the UBRR project. In Councilman Hogan's letter, he mentions that elevation have recently been taken on the crown of the levee. It would be helpful if this data could be provided to LBLD and the design team for evaluation and further use as the Sunset Levee is addressed moving forward.

To date, no formal geotechnical analysis has been performed on the feasibility of performing a straight levee lift raising the existing levee to an interim elevation of approximately +7.5. This analysis would need to be performed to provide the necessary confidence in raising the existing levee.

However, as part of the conceptual design effort for the UBRR project, the design team performed a preliminary analysis regarding the possibility of performing a straight earthen lift to the crown of the existing Sunset Levee to achieve the target interim level of risk reduction to EL +7.5'. This preliminary stability analysis to EL +7.5' with limited data available resulted in a levee Factor of Safety (FOS) of less than 1.3 in some areas. In addition, any earthen fill constructed within the limits of the existing crown of the levee would not benefit the currently proposed final system elevation of +12.5', as the PSI-recommended cross-sections of Segment 2 begin on the protected side crown of the existing levee to accommodate landward shift of the levee. While this method would likely reduce costs to the interim system, the effort would essentially be counterproductive and uneconomical in consideration of the overall program, based on the recommended sections outlined in PSI's geotechnical report. For these reasons, a simple, straight lift to the existing Sunset Levee is not recommended without more detailed analysis.

Thus, a financial decision would have to be made by LBLD and SCP regarding the investment of dollars to construct lifts of the Sunset levee which might not necessarily contribute to the ultimately required levee section that would achieve a 1% level of risk reduction in the future. As stated above, the current recommended cross-section for raising the Sunset Levee begins on the protected side edge of the levee crown. Any straight lift to the existing levee would not be part of the ultimate EL 12.5' levee, unless further geotechnical investigation proved that this method would provide an acceptable FOS for the ultimate levee cross-section for 100-year risk reduction.

We believe that as mutual stakeholders in the UBRR project, we should proceed with caution on adding embankment to the existing Sunset Levee without further analysis. This will enable both entities to make informed and logical decisions to most appropriately address issues in this segment of the overall project. In summary:

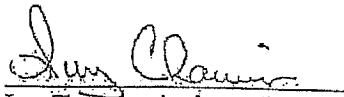
- The lifting of the Sunset Levee to a higher elevation or interim elevation of +7.5 would first require a geotechnical analysis to ensure the stability and integrity of the existing levee would be maintained in order to achieve the required factor of safety.
- From a construction standpoint, the existing levee would require de-grassing of approximately 6 inches prior to placement of lifts, which would need to be constructed in strict accordance with USACE criteria regarding the thickness of the lifts, and the quality/moisture content/compaction of the material placed.
- Further, suitability of spoil material would need to be evaluated. Material from the proposed borrow areas may not be suitable for levee embankment.
- Additionally, borrowing material from adjacent canals next to the levee can further reduce the FOS of the existing levees.
- While initial stability analyses indicate problems, which may preclude merely capping the existing levee, it may be feasible to install sheet piling to achieve an interim risk reduction elevation in low spots, pending additional geotechnical reviews. However, this still may require modifications to the existing levee to achieve the required FOS and could be a costly approach.

LBLD has made significant investments in the Sunset Levee area, through the geotechnical investigations mentioned above as well as in the initiation of conceptual design of the UBRR project, of which Sunset is a vital component. We reiterate our commitment to ensuring that all segments of the UBRR project receive attention and funding to complete the risk reduction system to LA Hwy 308 to achieve the ultimate goal of complete risk reduction from the West Bank and Vicinity Hurricane Protection Project to the Morganza to the Gulf Hurricane Protection Project, filling the void that has been plaguing the Upper Barataria Basin for decades.

Should you have any questions or require additional information, please do not hesitate to call me at (225) 265-7545

Yours truly,

LAFORCHE BASIN LEVEE DISTRICT



Ivy Chauvin, Assistant Executive Director



ST. CHARLES PARISH

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LA 70057
(985) 783-5000 • Fax: (985) 783-2067
www.stcharlesparish-la.gov

October 2, 2018

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

Honorable Cochran

As a member of the Governing Authority of the Sunset Drainage District (SDD), I am writing this letter to formally present to you several concerns that need addressing, that I, and many in the District have with respect to the District's levees. As you are aware, the SDD entered into a Cooperative Endeavor Agreement (CEA) with the Parish, whereby the Parish was made responsible for the operation and maintenance of the SDD on behalf of the SDD. Prior to that, the SDD would have a yearly summer program, whereby the levees were raised where they had settled and simply raised in others to increase the amount of protection by its employees. This afforded the residents of the SDD with the peace of mind knowing that the level of flood protection provided by the levees was being maintained and/or increased. Since the CEA was entered into about four years ago on October 8, 2014, the only work provided by the Parish has been the cutting of grass (grass cutting performed by the Lafourche Basin Levee District (LBLD) in accordance with a CEA between the Parish and the LBLD. Elevations recently taken on the crown of the levee, shows that the levee has settled along Petit Lake Des Allemands (PLDA) by over 0.6' along most of this stretch with some settlement at greater amounts with the greatest being 1.3'. Settlement along the section along Grand Bayou from Highway 90 to the LA 306 bridge showed several reaches having settlement over 0.5' with the greatest being 1.4' in one area.

The net result of the most recent survey shows that the SDD is at greater risk of having its levees overtopped than before the Parish assumed the responsibility for maintaining the SDD as a result of the levee settling.

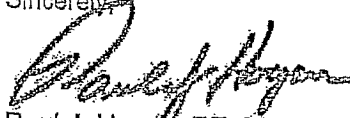
At the August 20, 2018 SDD Meeting, Mr. Sam Scholle stated that there is a tentative plan to raise the SDD levee to an elevation of 7.5' via a joint plan with other entities as part of the Upper Barataria Risk Reduction project. This, however, is simply a proposed plan at this time that does nothing in the interim to address the sinking of the levees and the greater flood risk posed to the SDD in the meantime. There is a minimum elevation that needs to be determined along the PLDA and along Grand Bayou levees that the Parish will not allow these levees to go below. It will be nearly impossible to access areas where these levees are being overtopped during a storm event to try and stop the overtopping. Therefore, when these levees go below the elevations that need to be decided upon, which it may be below now, the Parish needs to have an interim plan in place to bring the crown of these levees back up to these elevations plus some freeboard added to account for future settlement. I seem to recall that the Governing Authority was advised by Mr. Sam Scholle several years ago that the elevation that would be maintained along Grand Bayou was an elevation of 5.0'. There are some areas that are currently below elevation 5.0'. With respect to the levee along PLDA which abuts open water, a review of the current elevations would give credence to maintaining this levee at an elevation of at least 6.0'.

October 2, 2018
Page 2

The next concern is the elevation of Highway 90 at the Paradis Canal. The elevation of the highway at this location is such that it has the potential of going under water during a storm event and water flowing into the SDD at this location. The highway needs to be raised at this location to the preliminary DFIRM elevation of 5.0' plus 1' of freeboard so that levee can be tied into the raised highway. This will eliminate the two issues that exist at this location.

Please have all of this reviewed and provide the Governing Authority of the SDD with a response to the expressed concerns and the Parish's plans with respect to having them addressed.

Sincerely,



Paul J. Hogan, PE, Member
(Sunset Drainage District Governing Authority)

PJH/MI243:ag

cc: Sunset Drainage District Governing Authority Members
Mr. Donald Henry, Lafourche Basin Levee District Executive Director
Mr. Ignacio Harrouch, Coastal Protection and Restoration Authority (CPRA)
Mr. Clayton Fauchoux, Public Works/Wastewater Director
Mr. Sam Scholle, St. Charles Parish Senior Project Manager
Mr. Mark Roberts, Burk-Kleinpetter, Inc.
Ms. Anha Thibodaux, Herald-Guide
Mr. Nick Reimann, The Advocate

Flood risk in St. Charles Parish increasing as levee sinks from lack of maintenance

- By NICK REIMANN | nreimann@theadvocate.com Dec 17, 2018 - 7:30 pm



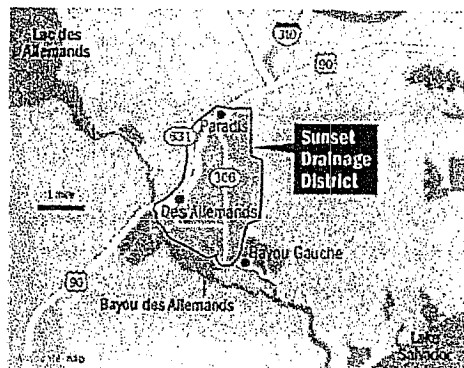
A cemetery abuts the Sunset Drainage Levee, build to protect property and residents in the communities of Bayou Gauche, Des Allemands and Paradis from flood damage in Bayou Gauche, La., Monday, Dec. 17, 2018. The St. Charles Parish Levee has been sinking, reducing flooding protection to the area.

More than 5,000 residents of southern St. Charles Parish are at greater risk of flooding now than they were four years ago, according to a recent survey showing that the levee protecting Des Allemands, Bayou Gauche and Paradis is sinking.

Almost the entire Sunset Drainage District levee that protects 16.4 square miles has subsided at least half a foot from 2014 to 2018, with one area along Petit Lac Des Allemands dropping to 5.9 feet this year, down from 7.1 feet in a 2014.

The findings, compiled by a team of scientists and engineers with St. Charles Parish government, have raised the ire of some officials and residents, who say that changes to how the levees are managed have delayed necessary maintenance, putting homes and businesses at risk.

"We need to have a plan in place to go out and repair those levees," Parish Councilman Paul Hogan said.



For most of the past century, levees in the area were maintained by the independent Sunset Drainage District, which was created by the Legislature and consisted of a board of five landowners in the area. In 2013, however, the parish government took control of the district.

According to Hogan, that's when the levees stopped being properly maintained.

A resident near the Grand Bayou Canal portion of the levee said its grass is cut frequently, but she hasn't seen an effort to raise it.

"I just have my insurance paid," she said of her concern with the levee. She did not wish to be identified.

Hogan has pushed the parish administration for some sort of plan, sending several memos in recent weeks to Parish President Larry Cochran. Cochran directed Hogan's request to the Lafourche Basin Levee District, the state agency the parish works with on levee maintenance.

A letter from the Lafourche district acknowledged the issue facing the southern part of St. Charles Parish, saying the agency "is aware of deficiencies in the Sunset Levee area."

The letter also called for more analysis of the levee before moving forward with major work, though it suggested raising the levee to an "interim" level of 7.5 feet, a height that almost all of the levee now falls below, according to the 2018 survey.

Complicating any decision by the Lafourche Basin Levee District or the parish is that the Sunset Drainage levee is set to be incorporated into the federal Upper Barataria Risk Reduction project, a \$940.9 million flood protection project designed to prevent storm surge from getting into communities through the Barataria Basin.

According to the Lafourche Basin Levee District letter, the federal levee project would raise the Sunset Drainage levees to 12.5 feet, providing protection from a 100-year storm.

"That's our savior. That plan is great," Hogan said. "In the meantime, this levee needs to be maintained."

Before the parish took over the Sunset Drainage District, the issue of maintenance was simple. Workers would take dirt from canal banks and use that to raise the levees.

The once self-sufficient district would do that every year, using funds it received from oil royalties. That money started drying up in the 1990s, though, and the district began asking the parish for hundreds of thousands of dollars in subsidies.

Under then-Parish President V.J. St. Pierre, the Parish Council took over as the district's governing body in 2013, dissolving the five-member board that had controlled the levee for 90 years.

The Parish Council now governs the Sunset Drainage District, though it is still technically independent. Council members serve both on the council for the whole of St. Charles Parish and as members of the governing board of the Sunset Drainage District.

After the council took control, it entered into a series of agreements with the Lafourche Basin Levee District to deal with levee maintenance.

The result of these moves, in the years since, is that the levees have had the grass cut, Hogan said, and that's about it. The yearly taking of dirt from canal bottoms to keep up the levee's integrity, he said, has stopped.

"What exactly does 'maintain the levees' mean? Raise them when they sink? Or just cut the grass?" said Hogan, who knows whom he's blaming for the sinking. "We as the Sunset Drainage District ... my beef is with the parish."

Hogan added that this is "falling on deaf ears" with the council, who he said continues to ignore his calls to have meetings for the Sunset Drainage District, and are in that sense neglecting it.

Councilman Billy Woodruff, who represents the area as part of District IV on the council, didn't respond to a request for comment. Hogan is an at-large member.

Asked for comment, a spokeswoman for the parish administration referred to the letter from the Lafourche Basin Levee District.

Hogan's complaints got to the point of his suing the parish, demanding the Sunset Drainage District hold meetings. He lost.

In any case, he said, it's time for his fellow council members — whatever hat they are wearing — to do something to make sure the southern part of the parish is protected.

"If we let these levees continue to sink and a storm comes through, we're back like we were in Hurricane Juan," Hogan said, referring to the 1985 storm that had residents in the area scrambling to sandbag the levee to keep it from overtopping.

But if a storm like Juan came through now, Hogan said, running out with sandbags might not be enough because some of the spots where the levee has subsided the most are in areas along Petit Lac Des Allemands that are nearly inaccessible.

LETTER TO THE EDITOR

Sunset Drainage District levee elevations

There was a Herald Guide article and a Letter to the Editor from Parish President Cochran in the Jan. 10, 2019 edition of the Herald Guide relating to subsidence of the Sunset Drainage District (SOD) levee. These were subsequent to an article that was published on Dec. 17, 2018 in the Advocate entitled "Flood risk in St. Charles Parish increasing as levee sinks from lack of maintenance." The article noted my concern with elevations that were provided to me by the Parish which showed the how much the levee sank since the time the Council became the governing authority of the SOD. Since the time the Council became the GA of the SOD, a public entity separate which is separate and apart and independent of public entity St. Charles Parish, the only thing

that the Parish has done with respect to the SOD levees has been cutting grass.

The Herald Guide article and a Letter to the Editor generally says that the elevation the Parish provided to me was inaccurate and misrepresented the situation. If that is the case, the Parish has its own self to blame. Was the elevation information provided by the Parish to me inaccurate? Who knows! But we need to know!

Elevation shots on the SOD levee were taken on the ground by an outside firm in 2013. This needs to be duplicated now so as to determine the grades at the same spots OIJ the levee today to see exactly how much it has settled since 2013. This is the only true and accurate means of determining what the current grades are and how much the levee has really settled.

In addition, the grades on the levee need to be taken from Hwy. 90 in Paradis up to where the grades started on the 2013 survey. This area from the highway to Magnolia Ridge was not surveyed at that time. This will tell us what we have there with regards to elevations and will give us something to reference elevation-wise along this stretch in the future.

With respect to the areas needed attention along the SOD levee which have sank or which will sink in the future to unacceptable levels, a plan needs to be developed along the follows lines:

1. A decision needs to be made on the minimum elevation that any portion of the levee will be allowed to get down to before action is taken to raise the levee.

a. 6' elevation on Mud Lake?

b. 5' elevation on Grand Bayou?

2. Only clay from a Corps approved borrow pit will be used when raising any portions of the levee.

3. The clay in the areas to be raised must be placed in accordance with the Corps levee construction requirements.

4. The areas that are raised are to be raised to the minimum elevation plus at least 1 foot of freeboard.

There will be a Hurricane Protection Projects Committee Meeting that will be held at 5 p.m. on Tuesday, Jan. 22, prior to the 6 p.m. council meeting.

The agenda has "Plan for Sunset Drainage District" as one of the items to be discussed. Concerned citizens located in the SOD should attend to demand that a plan

be put in place by the Parish to maintain the SOD levee.

Maintaining the levee is something that the Parish is required and obligated to do on behalf of the SDD as a result of the Cooperative Endeavor Agreement (CEA) that the SDD entered into with the parish.

We, as property owners in the SDD, must demand that the SDD (with council being its GA) steps up and demands that the Parish (with council being its GA) does what it is obligated to do per the CEA.

Paul Hogan
Councilman-at-Large,
Div. B
P.O. Box 250,
Des Allemands, LA 70030
(504) 625-4862

Sunset levee subsidence exaggerated

To the Residents of St. Charles Parish,

The purpose of this letter is to clarify some misconceptions contained in an article published in The Advocate on Dec. 12, 2018. The article stated that almost the entire Sunset Drainage District Levee (SDDL) has subsided at least half a foot from 2014 to 2018, with one area along Petit Lac Des Allemands dropping to 5.9 feet this year, down from 7.1 feet in 2014. That information however, is not just exaggerated, but also misrepresents the existing conditions along the SDDL. Recent analyses show that during that time period, the levee subsided at a rate of approximately half an inch per year, which according to scientists and engineers, subsidence is not only typical for a levee system it is also anticipated. During that span, roughly 10 percent of the levee system experienced elevation changes between 2 to 5 inches with about 90 percent only showing differences between 0 to 2 inches (See Figure 1 below). The results show that the majority of the elevation differences were located along the southern stretch of the levee near the Bayou Gauche Pump Station. Areas along Petit Lac Des Allemands and along the Paradis Canal showed very little

change, which is contrary to the article published in The Advocate.

Unfortunately, the information reported by The Advocate suggests otherwise because not only was the article published before analysis of the 2017 survey data was completed, parish officials were not contacted for comments to verify the information that was provided to them. Although initial comparison of the data showed differences between the 2014 LiDAR survey and the 2018 ground survey, it wasn't until subsequent analysis of the 2017 survey data that those discrepancies were found to be just a result of different elevation models used between the two data sets and not a result of subsidence. Nevertheless, the article created the impression that the amount of subsidence was greater than it actually was. In addition to this, the article also claims that the subsidence was due to lack of maintenance. Since 2014, when the parish took over control of the Sunset Levee, more than 4.5 million dollars has been invested into the levee to ensure it is not only maintained, but that it also meets the engineering standard of care.

Our main goal for the Sunset Levee has been a holistic one with the intention to provide complete protection to all of the residents on the Westbank of St. Charles Parish. Currently, we are working with engineers and FEMA to ensure the levee stays within the engineering standard of care so we can continue to flood fight while seeking additional federal funding. The mission of St. Charles Parish government is to always work towards improving the quality of life for our residents and at the forefront of that mission is levee protection for every single resident. We will continue to stay dedicated to maintaining the SDDL just as we are with the entire levee system.

Sincerely,
Larry Cochran
St. Charles Parish President

Parish disputes levee report

Says subsidence rate in Des Allemands levee is normal

By Ryan Arena
Editor
ryarena@heraldguide.com

St. Charles Parish President Larry Cochran refuted a recent report that stated the Sunset Drainage District levee has subsided at least half a foot from 2014 to 2018 and as much as 1.2 feet in one area,

noting that while the levee indeed has subsided over that time, the publicized numbers were inaccurate.

A report by *The Advocate* published last month cited numbers collected by a team of scientists and engineers with the St. Charles Parish government that indicated the

LEVEE on page 6A

LEVEE from page 1A

Sunset levee that protects 16.4 square miles — and the homes of more than 5,000 residents of Des Allemands, Paradis and Bayou Gauche — has subsided at least half a foot during that four year time span, with the most regression coming along Petit Lac Des Allemands, which reportedly dropped 1.2 feet, from 7.1 feet to 5.9, putting residents who live in those areas in increased danger of flooding.

Cochran and other parish representatives maintain those numbers were inaccurate and misrepresented the situation, saying discrepancies between the compared 2014 LiDAR survey and 2017 ground survey were a result of different elevation models used between the two data sets and not a result of subsidence. The parish asserted that during that span, 90 percent of the levee showed differences only between 0 and two inches and that 10 percent of the levee system experienced elevation changes between two and six inches. The parish adds the Petit Lac Des Allemands area showed a much smaller change than reported.

"For most of the levee, it was two inches, and where it was reported it subsided the most (Petit Lac Des Allemands), it was six inches," Cochran said. "The information was reported, prior to the data being processed and analyzed."

Parish representatives said the rate of subsidence for the Sunset levee was typical and anticipated for a levee system.

The parish's efforts to maintain the levee have drawn criticism from Councilman Paul Hogan, who says he believes the levees stopped being properly maintained when parish government took control of the Sunset Drainage District in 2013. Prior to that, levee maintenance fell under the jurisdiction of the Sunset Drainage District, an independent board consisting of local property owners.

"Sunset is a very integral part of the levee system," Cochran said. "We were reminded by (Hogan) that we've done nothing with Sunset ... we've spent in excess of \$4.5 million and that's a very conservative number."

Specific upgrades included the reworking of the pump station with the

Sunset Drainage District Levee

Sunset Drainage District Levee protects the homes of more than 5,000 residents of Des Allemands, Paradis and Bayou Gauche.

Parish maintains 90 percent of levee has shown elevation loss of between 0 and two inches, with the Petit Lac Des Allemands area showing the most change at a loss of six inches.

addition of pumps, as well as addressing asbestos found at one of the buildings.

Cochran also said while further measures are planned, the parish cannot act alone, and is limited in what steps it can take to raise the levee.

"After Hurricane Katrina, things are done differently with levee maintenance ... you can't just dig and throw dirt on top of a levee (to raise it)," he said. "It's important FEMA recognizes this levee. We can't do anything to degrade it, and this degrades it, in their eyes."

He added that the Lafourche Basin Levee District is in charge of the Sunset levee, and that the two parishes are working together "to get the levee where it needs to be in the community's eyes."

Hogan acknowledged and applauded the parish for making the commitment and effort to fortify the pump station, but held firm in his stance that the levees themselves have not been adequately addressed, nor his requests to lay out a specific plan to raise the levee. He said an inquiry letter to Cochran was forwarded to the Lafourche Basin Levee District, which he said acknowledged the levee's recession but did not answer his specific questions concerning the minimum amount of levee protection and what the plans to raise the levee will be in that case. He said multiple follow-up letters to Cochran have gone unanswered.

"Levees sink all the time. A plan has to be in place and there needs to be a minimum elevation," Hogan said. "Where do we let it go down to? Elevation 3, before we say we've got to raise that spot? I'm not concerned with the Lafourche Basin Levee District or that you entered into an agreement with them. You have an agreement with us. My issue is with the parish and they have to answer."

Long term, the ultimate hope lays with the \$940 million federal Upper Barataria Risk Reduction project, under which the Sunset Drainage levee falls. That projects to raise the Sunset levee to 12.5 feet.

"That will be our savior one day," Hogan said. "But that's years down the road. We can't wait for a levee that for all we know may never be built."

From Mark Roberts (BKI) March 13, 2019

SUNSET LEVEE IMPROVEMENTS – GOMESA FUNDING THROUGH CPRA))

- Essentially, two (2) main areas of data collection are needed to address issues along the length of the Sunset Levee (UBRR Segment 2):
 - Verification of previous survey data to ascertain the amount of settlement that has occurred in recent years, and
 - Geotechnical field work and analysis that will supplement previous geotechnical work from 2015 that addressed a 1% level of risk reduction, but not an interim level of risk reduction.
- Mark provided survey elevation data from 2014 which showed a wide range of crown elevations, from below elevation +5.0 to approximate elevation +8.0 in some spots.
- The team recommends that a new survey be performed, corresponding to the stations, datum, and all other parameters from the 2014 survey, in order to accurately compare the levee crown elevations and understand the amount of settlement that has occurred in recent years.
- Due to the recent completion of the conceptual design report and the recommended interim levee height of +7.5 to provide system closure, it is important to understand the feasibility of addressing low spots along the Sunset levee in order to bring the crown to an elevation of +7.5 where such deficiencies occur.
- The group reviewed the GOMESA funding allocation in CPRA's latest Annual Plan publication. For FY 2020 (beginning July 1, 2019), \$1.2 million is allocated for Sunset Levee Improvements. For FY 2021 (beginning July 1, 2020), \$2.3 million is allocated for Sunset Levee Improvements. The consensus and understanding of the group are that this split represents data collection/design (FY 2020) and construction (FY 2021). Of course, this funding and adoption of the Annual Plan is subject to legislative approval in the next session which is to begin very soon.
- Mark and O'Neil stated that the initial deliverable to CPRA and the local stakeholders could be a design report summarizing the results of the data collection and associated costs required to achieve the interim level of risk reduction. Hopefully, this could be accomplished within the funding allocations in the Annual Plan. At that point, all stakeholders will have to come to an agreement on the best path forward to utilize the funding in the most beneficial and cost-effective manner.
- CPRA is agreeable to the scope of work, and the design team will work together to prepare proposals for the survey and geotechnical data collection, as well as upfront design to provide a cost of improvements that would fit within construction funding constraints. We will reconvene as a group soon to discuss the design and data collection costs in more detail once they are developed. The goal would be to have this information finalized and approved by CPRA prior to the beginning of the FY2020 fiscal year on July 1, 2019.