



Staff Report

Subdivision Case#SDF2013-8-3

Attachments: Application, Property Information Sheet, Photos, Zoning Map, Aerial Map, Final Plat, As Built Construction Plans, Review Letters, 1 Yr. Maintenance Bond

Planning Commission Public Hearing: Thursday November 7, 2013

City Council: Introduction – 09/15/2015 Final – 10/6/2015

CITY COUNCIL REQUEST: (Ordinance)

Introduction to an Ordinance to Release Performance Bond/Letter of Credit #547 in the amount of \$60,000, and accept a 1 year maintenance bond #GSM 15388 in the amount of \$6,989.85 for all public improvements for the extension of West Robert St (60’x100.5’ right of way) in the Thames Subdivision located at 1010 W. Robert St.in accordance with As Built Plans by Andrew N. Faller dated 2/21/2015 (SDF2013-8-3)

SITE INFORMATION:

Location (Address): 1010 W. Robert St.

COUNCIL DISTRICT: 2- Jason Hood

Site Description: Property is located at the far west end of Robert St. The street will be required to be constructed by the developer according to city requirements. There are no sidewalks that cross over Linden St. that would extend to the west end of Robert St. There are several street lights that are located on utility poles.

Existing Zoning: R11

Proposed Land Use: Single Family Residential

Existing Land Use: Undeveloped

ADJACENT LAND USE AND ZONING:

Direction:

Land Use/Zoning:

North:

Single Family Residential/R11 (Fronting on W. Church St)

South:

Single Family Residential/R5 (Fronting on W. Charles St)

East:

Single Family Residential/R11 (Fronting on Ellzey St)

West:

Single Family Residential/R11

ADDITIONAL INFORMATION:

March 6, 2008: Planning Commission voted to approve the resubdivision of 5 lots into 3 lots with the understanding the infrastructure improvements were to be done at the owner’s expense.

April 15, 2008: City Council approved by Ord#08-5079 to final approve the resbdivision and to extend Robert St.

April 23, 2008: Plat for Thames Subdivision was filed prematurely with the Tangipahoa Clerk of Court, without the infrastructure improvements made.

Sept. 5, 2013: Planning Commission tabled per applicants request

Oct. 3, 2013: Planning Commission tabled per applicants request

Nov. 7, 2013: Planning Commission recommended approval with conditions to the Amended Thames Subdivision and waived the construction of sidewalks along the extension of W. Robert St.

Nov. 19, 2013: City Council introduced an ordinance to approve and accept dedication of the extention of W. Robert St. with public improvements & performance bond.

Dec. 3, 2013: City Council passed Ordinance #13-5359

PUBLIC HEARING (Nov. 7, 2013)

For: Barry Landry (owner)

Public Comments by: Ruby Bird (214 N. Ellzey St); Anita Walker (914 W. Robert St); Susan Brocato (910 W. Robert St); Gary Boutwell (1005 W. Robert St.)

PLANNING COMMISSION RECOMMENDATION:

Motion: Stanley Young to grant a waiver of construction of sidewalks, recommended approval for the construction of Thames Subdivision and all infrastructure improvements, and acceptance of dedication of public

improvements, acceptance of dedication of extension of W. Robert St. ROW (60' x 100.05'), and acceptance of performance bond/letter of credit with the following conditions being met prior to submission to the Hammond City Council.

- 1) Provide cost estimate of construction for review;
- 2) Provide draft performance bond/letter of credit for review;
- 3) Adding signature line additional owner for off-site drainage and utility servitude to the dedication statement on the final plat, and including obtaining this signature;
- 4) Changing design engineer signature line to read Duplantis Design Group instead of Spangler Engineering;
- 5) Meeting all city departments and review engineer comments;
- 6) Providing a complete set of signed and stamped final set of construction plans and final plat.

For: William Travis, Ralph Ross, Sam McClugage, Jimmy Meyer, Stanley Young

Against: None **Absent:** None

ORDINANCE TO READ:

WHEREAS, on December 3, 2013 the Hammond City Council accepted the dedication the extension of W. Robert St., all public improvements, and Performance Bond/Letter of Credit in the amount of \$60,000 for the Thames Subdivision located at 1010 W. Robert St. (SDF2013-8-3)

NOW, THEREFORE, BE IT ORDAINED, that the City Council of Hammond, Louisiana hereby releases the Performance Bond/Letter of Credit #547 in the amount of \$60,000, and hereby accepts the 1 year maintenance bond #GSM 15388 in the amount of \$6,989.85 for all public improvements for the extension of W. Robert St. in the Thames Subdivision located at 1010 W. Robert St. in accordance with As Built plans by Andrew N. Faller dated 2/21/2015.

From: Josh Taylor, City Planner _____ **Date:** _____

WARRANTY BOND

KNOWN ALL BY THESE PRESENTS: That we Lawson~Bonet Construction, Inc., 2391 Highway 190 East Hammond, LA 70401, as Contractor, and The Gray Surety & Casualty Company, 4401 N. I-10 Service Road Suite 20, Metairie, LA 70006, as Surety, are held and firmly bound unto the City of Hammond Louisiana, P.O. Box 2788, Hammond, LA 70404, as Oblige, in the total sum of Six Thousand Nine Hundred Eighty-Nine Dollars and 85/100 Dollars (\$6,989.85) for the payment whereof said Contractor and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Contractor entered into a contract ("Construction Contract") with the Oblige dated _____ for Construction of Water, Sewer, Drainage and Street Improvements for Thames Subdivision, a residential subdivision in the City of Hammond, LA ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall maintain and remedy said Work free from defects in materials and workmanship ("Warranty Work") for a period of One year(s) commencing on October 6, 2015 (the "Warranty Period"), then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 1.1 The Owner has provided written notification to the Contractor and Surety at its address shown on the signature page that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Warranty Work. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Warranty Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 1.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Warranty Work. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and Surety have received notice as provided in Subparagraph 1.1.
2. When the Owner has satisfied the conditions of Paragraph 1 above, the Surety shall promptly take one of the following actions:
 - 2.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Warranty Work; or
 - 2.2 Undertake to perform and complete the Warranty Work itself, through its agents or through independent contractors; or
 - 2.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

2.3.1 After investigation, determine the amount for which it is liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2.3.1 Deny liability in whole or in part and notify the Owner citing reasons therefor.

3. If the Surety does not proceed as provided in Paragraph 2, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 2.3, and the Owner refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

4. After the Owner has terminated the Contractor's right to complete the Warranty Work, and if the Surety elects to act under Subparagraph 2.1 or 2.2 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, the Surety is obligated without duplication for the responsibilities of the Contractor for correction of the defective work only.

5. The aggregate liability of the Surety under this Bond shall not exceed the penal amount of this Bond.

6. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

7. Any suit under this Bond shall be commenced no later than one (1) year from the expiration of the Warranty Period. If the limitation of this Paragraph is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Warranty Period.

8. DEFINITIONS:

8.1 Construction Contract: The agreement between the Owner and Contractor identified above including all Contract Documents and changes thereto.

8.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise comply with the terms of the Construction Contract.

8.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

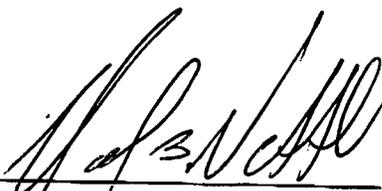
SURETY

Company: Lawson-Bonet Construction, Inc.

Company: The Gray Casualty & Surety Company

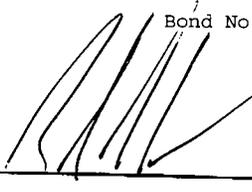
(Corporate Seal)

(Corporate Seal)

Signature: 

Name and Title: Mark B. Nettles, Owner

Address: 2391 Highway 190 East
Hammond LA 70401

Signature: 

Name and Title: Robert J. Gohres, Attorney-In-Fact

Address: 300 E. Morris Ave.
Hammond LA 70403

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

184299

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Robert J. Gohres and John L. Gohres of Hammond, Louisiana jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____,



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



WWW.DDGPC.COM

September 11, 2015

Mr. Beezie Landry
Stirling Properties
109 Northpark Blvd. Suite 300
Covington, LA 70433

Re: Engineer Certification
Thames Subdivision
Hammond, LA
DDG Job# 13-428

Dear Beezie:

Based on the as-built survey provided by Andrew Faller Surveying, LLC dated February 21, 2015 and a site visit performed on September 10, 2015, the constructed improvements are in general conformance with the plans.

Sincerely,

Duplantis Design Group, PC

Thomas H. Buckel, PE

THB:klm
Cc: Thomas Buckel
Scott Tabary

DUPLANTIS DESIGN GROUP, PC

34 Louis Prima Drive Covington, LA 70433

Phn 985.249.6180 \\ Fax 985.249.6190

THIBODAUX
COVINGTON

BATON ROUGE
HOUMA

HOUSTON
DALLAS



**City of Hammond
Water & Sewer Department
Guy Palermo, Superintendent**

**Pete Panepinto
Mayor**

P.O. Box 2788 Hammond, LA 70704-2788 • PH (985) 277-5962 • FAX (985) 277-5959

August 31, 2015

Josh Taylor

RE: Thames Subdivision.

Please be advised that I have inspected all the water and sewer lines and services in Thames Subdivision and everything meets the City of Hammond Requirements.

Please feel free to contact me at 985-277-5962 if you have any questions.

Guy Palermo

**Guy Palermo, Superintendent
Water & Sewer Department**



City of Hammond
Street Department
Robert Morgan, Street Superintendent

Pete Panepinto
Mayor

P.O. Box 2788 Hammond, LA 70704-2788 • PH (985) 277-5950 • FAX (985) 277-5958

August 30, 2015

Tracie Schillace
City of Hammond
Planning & Zoning
219 E. Robert St.
Hammond, LA 70401

RE: Thanes Subdivision

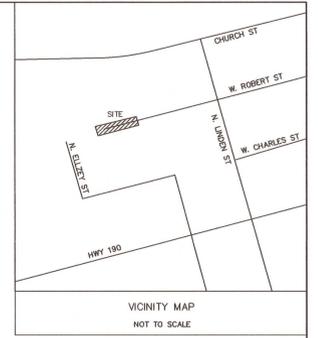
Dear Ms. Schillace:

I am writing to inform you that I do not see any issues with the drainage nor with the roads in Thanes Subdivision.

Sincerely,

Robert Morgan

Robert Morgan
Street Superintendent
City of Hammond



VICINITY MAP
NOT TO SCALE

LEGEND

INV	INVERT
T.C	TOP OF CASTING
C.M.P	CORRUGATED METAL PIPE
⊙	SEWER MANHOLE
⊕	FIRE HYDRANT
⊗	WATER VALVE
⊖	WATER METER
⊠	DRAIN INLET
⊙	SEWER CLEANOUT

NOTE:
BOUNDARY INFORMATION WAS TAKEN FROM THE REFERENCE SURVEY.
AS-BUILT INFORMATION WAS FIELD VERIFIED.

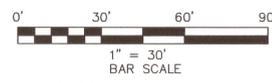


NOTE:
TC ELEVATION WAS HELD FROM THE
CONSTRUCTION PLANS.



Andrew N. Faller

ANDREW N. FALLER P.L.S.; LA. REG. NO. 4980
REGISTERED PROFESSIONAL LAND SURVEYOR



DATE:	2/21/15
SCALE:	1" = 30'
JOB #	1215
REVISIONS	DATE

**AS-BUILT OF SEWER & WATER
FOR THE THAMES SUBDIVISION**
CITY OF HAMMOND
SECTION 26, TOWNSHIP 6 SOUTH-RANGE 7 EAST
GREENSBURG LAND DISTRICT
TANGIPAHOA PARISH, LOUISIANA

PLAT PREPARED FOR :
BARRY LANDRY

ANDREW FALLER SURVEYING, LLC
PROFESSIONAL LAND SURVEYOR

P.O. BOX 4065
HAMMOND, LOUISIANA 70404

PHONE (985) 415-3727
EMAIL: ANDREW@AFSURVEY.NET

REFERENCES:
1) AMENDED FINAL PLAT THAMES SUBDIVISION
BY TURNER SURVEYS, LLC JOB # 13-0342
DATED 7/31/13, LAST REVISED 12/2/13

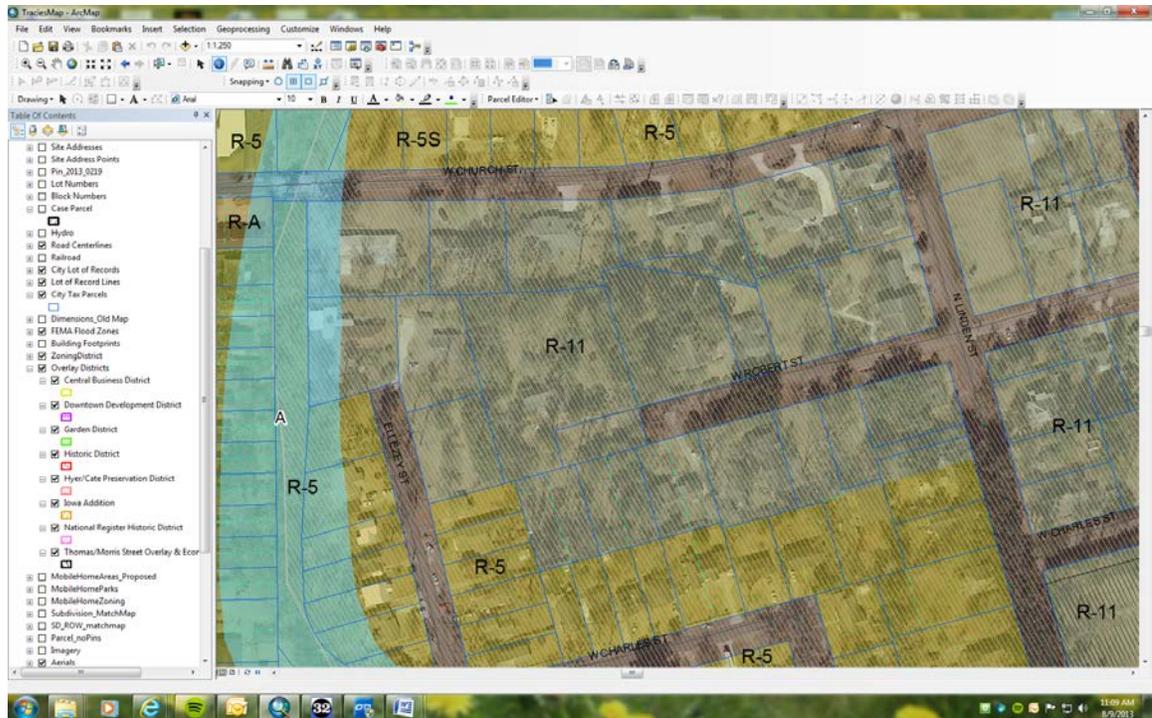
SHEET 1 OF 1

PROPERTY INFORMATION SHEET

- | | | | | | |
|--------------------------|------------------|--|--------------------------|-------|------------|
| <input type="checkbox"/> | Type of Permit | SDF | <input type="checkbox"/> | Date: | 08/09/2013 |
| <input type="checkbox"/> | Permit/Case # | SDF2013-8-3 | | | |
| <input type="checkbox"/> | Parcel # | OHMD000001221; 2706681177.00; OHMD000001222 | | | |
| <input type="checkbox"/> | Address | 1010 W. Robert ST; W. Robert St | | | |
| <input type="checkbox"/> | Owner | Barry T. & Jenny Landry Jr.; B&L Partners LLC | | | |
| <input type="checkbox"/> | Assessment # | 6268048; 1512706;6346243 | | | |
| <input type="checkbox"/> | Zoning | R11 | | | |
| <input type="checkbox"/> | Overlay District | Hyer-Cate Overlay | | | |
| <input type="checkbox"/> | Flood Zone | X | | | |
| <input type="checkbox"/> | Flood Way | NO | | | |
| <input type="checkbox"/> | Holds/Taxes | NONE/NONE | | | |
| <input type="checkbox"/> | Bldg Tax Value | (x 10% Res/15% Cml) | 50% = | | |

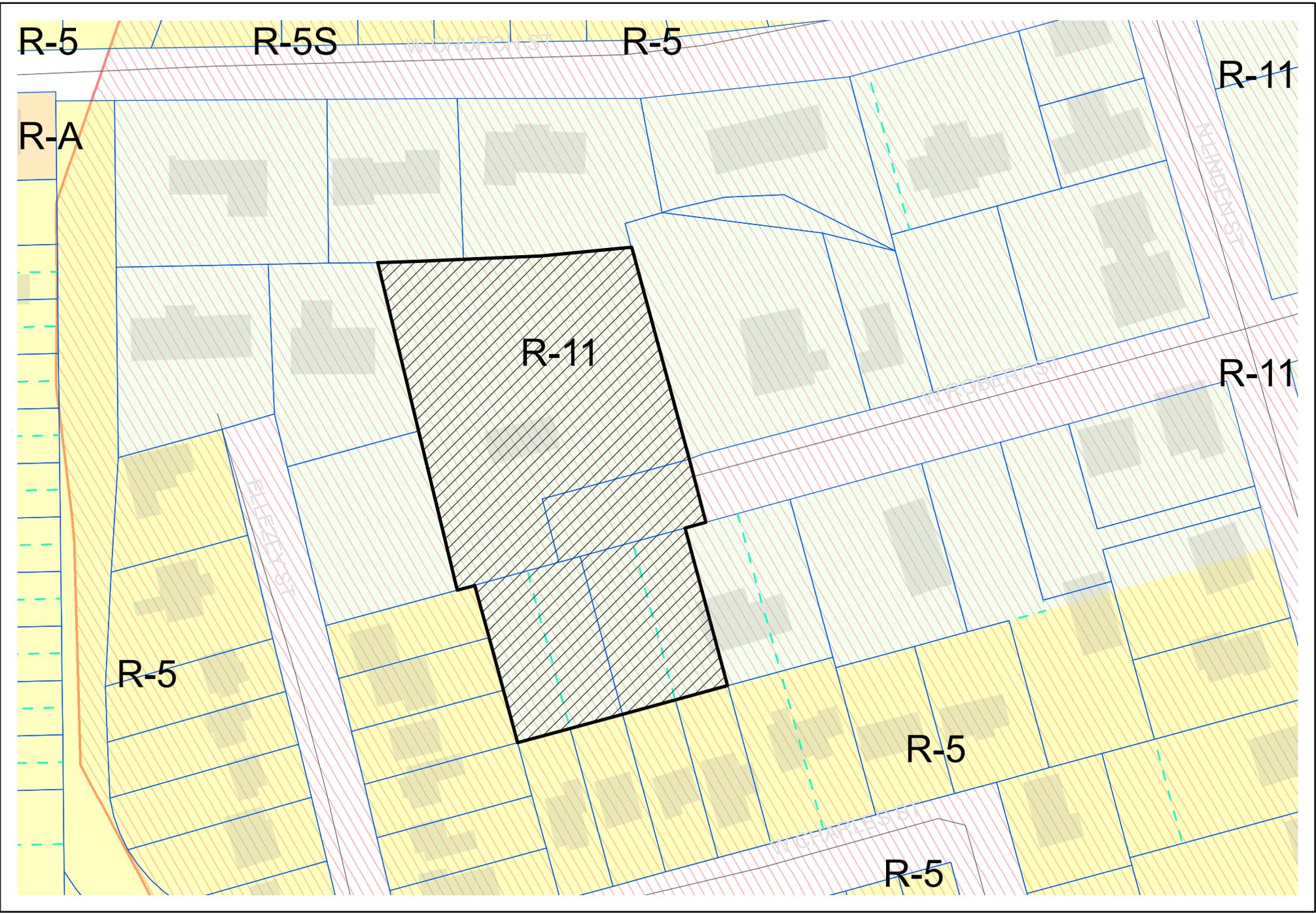
(Renovations/additions 50% or more of the bldg value for properties in a flood zone-see regulations)

Screen
Print



Preparer Initials _____

Reviewer Initials _____

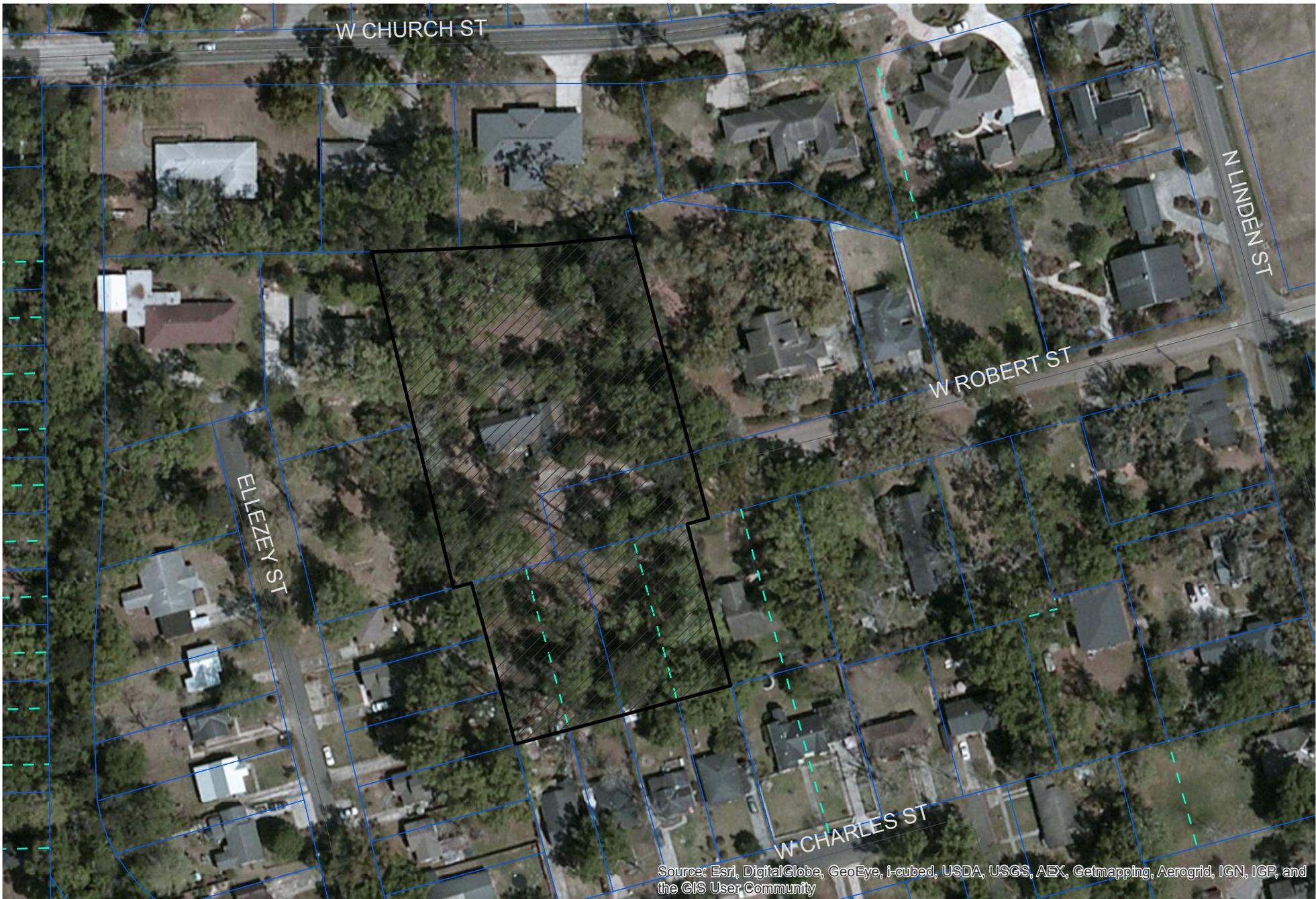


This Parcel Map is a model of the area requested. IT IS NOT A LEGAL SURVEY.

1010 W. Robert St.

Amended Thames Major Subdivision - SDF2013-8-3

- Legend**
-  Case Parcel
 -  City Tax Parcels
 -  Lot of Record
 -  Hyer/Cate Preservation District



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



This Parcel Map is a model of the area requested. IT IS NOT A LEGAL SURVEY.

1010 W. Robert St.

Amended Thames Major Subdivision - SDF2013-8-3

- Legend**
-  Case Parcel
 -  City Tax Parcels
 -  Lot of Record
 -  Lot Of Record Historical