Caddo Levee District

Levee Permit and Notification Information

The Caddo Levee District (CLD) was created in 1892 by Act 74 of the General Assembly of the State of Louisiana. The levees managed by the CLD are federal projects which have oversight by the United States Army Corps of Engineers (USACE). For more information, please see link to the Section 408 Program.

The USACE establishes distances for certain types of work that can adversely affect the structural integrity of Federal levees and structures. CFR Title 33, Section 208.10, gives the District Engineer and delegated authorities wide latitude to protect the Federal projects. There is no distance limitation for permitting work that can affect the Federal levees and structures. However, based on state and Federal laws and regulations, standard engineering practices, hydraulic and geotechnical conditions for this region, and lessons learned from historical events or incidents, the following distances have been estabilished for flood control permits:

- **A CLD permit with a USACE letter of no objection is required for all work within 500 feet of the levee.**
- **Notification to the CLD and the USACE is required for any subsurface work within 1,500 feet of the levee and for any seismic work within 5,000 feet of the levee.**

Updated: 10-15-26

Permit applications/notifications are submitted to the CLD. Once permit application/notification is submitted to the CLD, the CLD reviews the permit application/notification for completeness. When it appears to be complete, the CLD will make a review and also forward it to the USACE and the DOTD. The USACE reviews the permit application/notification in order to determine if a letter of no objection should be issued. The DOTD provides engineering and advisory services to the CLD and reviews the permit application/notification accordingly. Typical review time can take around **45-120 days**. Once all reviews are complete, then it will be determined if a permit should be issued or not.

A CLD permit is typically not your only authorization to begin work. Other local, parish, state and/or federal permits may be required before the commencement of work. Obtaining other permits is a separate and independent process from obtaining a CLD permit.

Please note that the CLD typically does not own the levee or the property the levee occupies. A CLD permit is not your authorization to enter or work upon private property.

Please note that the CLD may revoke the permit in the future as stated in the Terms and Conditions.

<u>Technical Guidelines</u>

The USACE's review of the application is based on but not limited to sound engineering judgement, 408 Program and Vicksburg District Best Management Practices.

The DOTD's review of the application is based on but not limited to sound engineering judgement and the Louisiana Revised Statutes (specifically but not limited to Chapters 3 & 4 of Title 38).

The Caddo Levee District will review the application as it relates to operation and maintenance of the levee system.

Applicants shall submit the following items (a variance to omit any of the items may be requested):

- Complete, signed application
- Drawings
    - The drawings must include a vicinity map with sufficient detail to determine the accurate location of work and its relationship to the levee centerline.

    - Drawings must be to scale and clearly show limits of work, depth of excavation and distances of work/infrastructure/excavations from the levee.
    - Cross sections must be plotted to a natural scale of 1 inch equals 20 feet horizontally and vertically and call out significant distances of excavations from the levee centerline.
    - All location data and elevation data must be provided by a licensed surveyor or engineer as allowed. All elevations must be referenced to 0.0 NAVD88.
    - Engineering drawings must be sealed by a licensed engineer.
    - The drawings shall include any other pertinent data needed to convey enough information to review the application.
- Any supporting geotechnical reports or surveys used in the project.
- Insurance certificate of comprehensive general liability insurance not less than $1,000,000 naming the CLD as additional insured.
- Fee: Commercial/Industrial: $500, Individual for non-business project: $100, Government: No Fee

Caddo Levee District

Levee Permit Application/Notification

Check one:

- ☐ Permit Application
- ☐ Notification

Project Name: _____

Project Owner Information:

Name: _____

Address: _____

_____

_____

Phone #: _____

E-mail: _____

Engineer/Agent Information (if different than Project Owner):

Name: _____

Address: _____

_____

_____

Updated: 10-15-26

Phone #: _____

E-mail: _____

Name of Levee: _____
Lat & Long: _____
Project Description: _____
_____
_____
_____
_____
_____

Submittal Checklist:

- ☐ Complete, signed application
- ☐ Drawings
- ☐ Geotechnical reports and/or surveys
- ☐ Insurance certificate
- ☐ Fee

I hereby certify that all information provided is true and complete. I affirm that I have read and accept the Levee Permit/Notification information provided, the Terms and Conditions and any other/additional terms, conditions, provisions, stipulations, policy, guidelines, etc. stated or referenced in the permit.

Project Owner Signature: _____ Date: _____
Print Name: _____

Caddo Levee District

Levee Permit

Terms and Conditions

I. Unless expressly excluded in the Permit Request issued to Applicant, each Permit Request automatically includes, but is not limited to, the following conditions as if they were fully stated in the Permit Request issued to Applicant:

A) A copy of the Permit Request must be in Applicant's possession at all times, and available for viewing by the CLD, the U.S. Army Corps of Engineers, and Department of Transportation and Development, or their successors or designees.

B) The Permit Request is non-negotiable and non-transferable.

C) Applicant will maintain the servitude area clean and free of any debris resulting from Applicant's activities; otherwise, CLD may demand that Applicant sign a "Hold Harmless" agreement accepting responsibility for all damages it occasions to CLD or others at its own expense and cost, or reimburse CLD for any clean-up costs.

D) Applicant will not place any fill materials on the batture or flood side of the levees that raise elevations above natural grade without the express approval of the CLD.

E) Should Applicant elect, or is required by the landowner or the CLD to cease operations at the work area, all structures and materials at the area shall be removed from the area and the area returned to its natural state before abandoning the area at Applicant's costs with approval of the CLD.

F) Any damage to the levee, berm, or servitude, or the property of third parties is to be repaired at Applicant's expense.

G) Applicant agrees to indemnify, defend (with counsel acceptable to Board) and hold CLD and the Board harmless from and against all actions or causes of action, claims, losses, and damages of every kind, including costs and attorneys' fees, incident to or in any manner resulting in injury to persons (including employees, agents, representatives, invitees, and licensees of Applicant, or others engaged by Applicant) and damage to property, or other legal consequences arising out of Applicant's work, and any and all operations or other work or service undertaken thereon by Applicant, its agents, representatives, or others engaged by Applicant to perform same, including, without limitation, all acts of commission or omission of Applicant, its said agents, representatives, invitees, employees and licensees.

H) Applicant acknowledges the CLD's obligation to insure and protect the flood protection system, to maintain the levee system, and the exercise its law enforcement jurisdiction on or adjacent to the levees. Consequently, if an emergency occurs and the CLD determines that the performance of its above obligations are detrimentally affected because of the requested activities, construction, or structures, the CLD may immediately, without notice, revoke the "Letter of No Objection." If no emergency exists, but the performance of the above obligations by the CLD are detrimentally affected because of the requested activities, construction, or structures, or if it is ordered by U.S. Army Corps of Engineers or the Louisiana Department of Transportation and Development, the CLD may revoke the Permit Request after thirty (30) days prior written notice and a hearing.

I) If it is necessary for CLD to file suit to enforce the conditions of the Permit Request, Applicant agrees to pay the CLD's reasonable attorney's fees and court costs. If the CLD shall, without its fault, be made a party to any claim or litigation commenced by or against Applicant, Applicant agrees to pay all costs and reasonable attorney's fees incurred by CLD in connection therewith.

J) Should changes in the location or the section of the existing levee and/or waterway, or in the generally prevailing conditions in the vicinity be required in the future, in the public interest, the Applicant shall make such changes in the project concerned or in the arrangement thereof as may be necessary to satisfactorily meet the situation and shall bear the cost thereof.

K) Permit Request issued may contain special conditions, in addition to the conditions stipulated above.

L) Gates, keys, locks, and usage of the premises are authorized for the CLD and/or its designees at all times and without prior approval of Applicant.

M) Applicant shall hold CLD harmless of any damage to the property and/or to third persons occasioned by the fault of Applicant.

N) CLD does not warrant title to the property.

O) CLD through its superintendent or designee shall determine the reasonableness of the construction period provided and reserves the right to reject any request based on the length of time provided.

P) All requirements related to provision and proof of the performance bond are due prior to approval and submission of this request to the Board of Commissioners for CLD.

Q) The amount and/or sufficiency of the performance bond shall at all times be discretionary for CLD.

R) All extensions of the time for construction are within the discretion of CLD; extensions for construction should be made within the period provided in "O."

S) Failure to timely perform may forfeit the performance bond in favor of CLD and may result in the cancellation of the Permit Request.

T) CLD shall be a noticee for mail purposes for all insurance and performance bonds.