Caddo Levee District

Drainage Channel Encroachment Permit Guidelines

The Caddo Levee District (CLD)was created in 1892 by Act 74 of the General Assembly of the State of Louisiana. In addition to levees, the Caddo Levee District is granted servitude at selected drainage channels by Louisiana RS 38:113. The servitude includes the drainage channel and extends one hundred feet from the top bank of the drainage channel. The CLD typically does not own the property and the Project Owner will need an agreement with the Property Owner.

A CLD permit is required for any activity, construction, improvements, modifications, etc. within the servitude. 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 may revoke the encroachment permit in the future as stated in the Terms and Conditions. Typical reasons include but are not limited to the expansion of the channel, slope repair or better maintenance accessibility. If the encroachment permit is revoked, the Permittee or the successor will remove all encroachments and restore the area to like or better conditions as determined by the CLD at no cost to the CLD within 120 days of the CLD's request.

Review of the application will not begin until the submittal is complete. Electronic submittal via e-mail or electronic file sharing is preferred. Once it has been determined that the submittal is complete, typical review time of the application can take between 30-60

days. Encroachments shall not proceed before the permit is issued by the CLD. Applicants shall submit the following items (a variance to omit any of the items may be requested):

- Completed application
- Drawings
    - The drawings must include a vicinity map with sufficient detail to determine the accurate location of work and its relationship to the drainage channel.
    - Drawings must be to scale, clearly show limits of work, identify centerline and top bank of the drainage channel, include plan view, profile view for subsurface work and any other pertinent data needed to convey enough information to review the application.
    - 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.
- Engineering drainage analysis and report
- Geotechnical report
- Insurance certificate of comprehensive general liability insurance not less than $1,000,000 naming the CLD as additional insured.
- Fee: Commercial/Industrial: $500, Individual: $100, Government: No Fee

Rules and Regulations

- Any improvements that impede any current or future actions of the Caddo Levee District (CLD) are not allowed in the servitude including but not limited to buildings, structures, roads, trails, parking lots, pavement, poles, signs, landscape, or similar/other facilities.
- Bridges are allowed to cross if an engineering analysis can show at a minimum that there will be no rise in a 1% event. The Permittee will be responsible for any obstructions, debris, etc. that accumulates at the bridge and any damage, erosion, scour, etc. caused by the bridge. Layout and site will need to accommodate CLD operations.
- Buried facility crossings are allowed if there is no other viable route as determined by the CLD. The buried facility crossing should not interfere with current or future actions of the CLD or present a risk to the CLD or the public. The buried facility should cross perpendicular to the centerline of the drainage channel, be a minimum of 25’ below the flow line of the major drainage channels (Twelve Mile, Bayou Pierre, Sand Beach, C-6, C-8 and Kelly), a minimum of 15’ below the flow line of the other drainage channels and a minimum of 5’ of cover in other locations in the servitude.
- Directed drainage runoff from adjacent sites should not be discharged directly into the CLD channel. If discharging directly to the channel is the only physically

possible option as confirmed by the CLD, the discharge shall utilize a drop structure in order for the discharge to enter the channel at the bottom. Erosion and scour protection must be sufficient. The property owners shall be responsible for the drainage infrastructure in the servitude and any damage, erosion, scour, etc. caused by the drainage infrastructure.

- If increased or additional runoff is directed to an existing connection of a CLD channel, the CLD may request the Permittee provide an engineering evaluation to determine if the increased or additional flow is acceptable and meets current standards and practices. If it does not meet current standards and practices, it will be the responsibility of the Permittee to modify the discharge to the satisfaction to the CLD.
- Encroachments should not limit the ability of the drainage channel to be maintained or expanded.
- Encroachments should not reduce the drainage capacity of the channel. An engineering drainage analysis and report are required for any improvement that changes the profile/cross section of the drainage channel. At a minimum an engineering drainage analysis should show that there is no rise during the 1% event. The Permittee shall remain responsible for any impacts of the encroachment in events greater than the 1% event. The process and documentation should be similar to the requirements of FEMA.
- Allowed encroachments must obtain a CLD permit prior to the start of work. If the encroachments allowed increase the cost of the CLD operation, the Permittee will be responsible for that cost.
- Any variance request to this policy may be considered by the Caddo Levee District Board of Commissioners. Requests shall be sent in writing with a detailed explanation.

Caddo Levee District

Drainage Channel Encroachment Permit Application

Project Owner Information:

Name: _____

Address: _____
_____
_____

Phone #: _____

E-mail: _____

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

Name: _____

Address: _____
_____
_____

Phone #: _____

E-mail: _____

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

I hereby certify that all information provided is true and complete. I affirm that I have read and accept the Drainage Channell Encroachment Permit Application Policy and Terms and Conditions and any other/additional terms, conditions, provisions, policy, guidelines, etc. stated in the permit. In addition, I acknowledge that the CLD does not own the property and I have an agreement with the Property Owner for this project.

Project Owner Signature _____ Date: _____
Print Name:_____

Submittal Checklist:

- ☐ Signed application
- ☐ Plans
- ☐ Drainage analysis and report
- ☐ Geotechnical Report
- ☐ Insurance Certificate
- ☐ Fee

Caddo Levee District

Drainage Channel Encroachment Permit
Terms and Conditions

1. It is expressly understood and agreed that the rights herein granted include the right to encroach in the area along the named drainage channel that is under the control of the CLD and as shown drawings attached hereto and made a part hereof.

2. A copy of the Permit must be in permittee's possession at the site at all times during the work and available for viewing by the CLD.

3. Permittee will maintain the area of the encroachment clean and free of any debris resulting from Permittee's activities. The flow of water shall not be impeded from the encroachment activity. Any damage shall be repaired by the Permittee at Permittee's sole cost. If the work, service or any operations undertaken by Permittee, its agents or assignees shall cease, the work area, including all structures, material, etc. shall be removed from the servitude, and the servitude shall be restored to the condition existing prior to granting of the permit. If the permittee fails to correct any deficiency as determined by the CLD, the permittee agrees to reimburse the CLD for any and all cost to rectify the situation.

4. It is the responsibility of the Permittee, including any successor, agent, representative or assignee, to maintain the encroachment and to keep the area free and clear of any debris that may collect due to the encroachment. It is also the

responsibility of the Permittee, its successor, agent, representative or assignee to repair and restore any areas of erosion or scour due to the encroachment.

5. Permittee will not place any fill material in the CLD servitude that raises elevations above existing grade without an engineering report that shows no rise (in accordance with FEMA requirements) and it must be constructed as shown in the plans.

6. Permittee 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 Permittee, or others engaged by Permittee) and damage to property, or other legal consequences arising out of Permittee's work, use and occupation of the portion of the area, and any and all operations or other work or service undertaken thereon by Permittee, its agents, representatives, or others engaged by Permittee to perform same, including, without limitation, all acts of commission or omission of Permittee, its said agents, representatives, invitees, employees and licensees. Permittee understands and agrees that, should this property be sold, transferred or otherwise assigned to any other entity, the obligation to indemnify and defend the CLD against all causes of action, claims, losses and damages of any kind which may arise, shall likewise continue to any new owner, transferee or assignee, including the obligation to pay all costs and attorneys' fees which may be incurred by the CLD for such claims.

7. If an emergency occurs and the CLD determines that the performance of its obligations are detrimentally affected because of the requested/permitted activities, construction, structures, etc., the CLD may immediately, without notice, revoke the permit. If no emergency exists, the CLD may revoke the permit for public benefit/use at any time after thirty (30) days written notice and a hearing with the Board of Commissioners. If the encroachment permit is revoked or terminated at the request of the CLD, the Permittee, its agents, successors or assignees shall remove all encroachments and restore the area as nearly as reasonably practicable to the condition existing prior to the granting of the permit within 120 days, within 120 days of the CLD's request and at no cost to the CLD. It is further understood and agreed that the CLD shall not be responsible for replacement or cost of any item which must be removed or which is disturbed during any maintenance, alterations, or tests required by the CLD.

8. If it is necessary for CLD to file suit to enforce the conditions of the Permit, Permittee, its agents, successor or assignees shall pay the CLD's reasonable

attorneys' fees and court costs. If the CLD shall, without its fault, be made a party to any claim or litigation commenced by or against Permittee, Permittee agrees to pay all costs and reasonable attorney's fees incurred by CLD in connection therewith.

9. Should changes in the location or the section of the waterway, or in the generally prevailing conditions in the vicinity be required in the future, in the public interest, the Permittee 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.

10. The permit issued may contain special conditions, in addition to the conditions stipulated herein.

11. Permittee shall hold CLD harmless of any damage to the property and/or to third persons occasioned by the fault of Permittee.

12. CLD typically does not own the property and does not warrant title to the property.

13. CLD shall determine the reasonableness of the construction period provided and reserves the right to reject any request based on the length of time provided.

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

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

16. The general requirements of law relating to drainage found illustratively but not exclusively in Title 38 of the Louisiana Revised Statutes and the conditions of the permit must be met.

17. It is expressly understood and agreed that the Terms and Conditions as between Permittee and the CLD, as outlined above, including but not limited to: all obligations to indemnify and defend the CLD; all obligations to remove any encroachments and restore the area; and all responsibilities for costs and attorneys' fees, shall supersede any and all agreements between Permittee and any agents, representatives or others engaged by Permittee for the work, use and occupation of the area permitted.