



St. Charles Parish

Meeting Agenda

Parish Council

*Council Chairman Julia Fisher-Perrier
Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,
William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher*

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

Monday, June 3, 2019

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

*Father John M. Ryan
St. Gertrude Catholic Church, Des Allemands*

APPROVAL OF MINUTES

Regular Meeting – May 20, 2019

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 2019-0170 In Recognition: Mrs. Felicia Gomez-Walker, St. Charles Parish Public Schools Superintendent

Sponsors: Mr. Cochran

- 2 2019-0171 Proclamation: "Weekend of the Catfish"

Sponsors: Mr. Woodruff

- 2019-0172 In Recognition: Trash Bash Awards
2019 Spring Trash Bash Raffle Winners
Adelaide and Leo Harms
Sanova Smith

Sponsors: Mr. Cochran

- 3 2019-0173 Proclamation: "The 2020 Census Campaign in St. Charles Parish"

Sponsors: Mr. Cochran

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2019-0168 Department of Emergency Preparedness and Hurricane Preparedness

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, June 17, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 4 2019-0169 An ordinance providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

Sponsors: Mr. Cochran and Bond Counsel

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

- 28 2019-0151 An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806.

Sponsors: Mr. Cochran and Department of Public Works

Legislative History

5/20/19	Parish President	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 40 2019-0152 An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502).

Sponsors: Mr. Cochran and Department of Public Works

Legislative History

5/20/19	Parish President	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 53** 2019-0163 An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days.
- Sponsors:** Mr. Cochran and Department of Public Works
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/19 | Parish President | Introduced |
| 5/20/19 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 95** 2019-0164 An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting.
- Sponsors:** Mr. Cochran and Department of Public Works
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/19 | Parish President | Introduced |
| 5/20/19 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 101** 2019-0165 An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions by adding the following after the 3rd section paragraph: "Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions".
- Sponsors:** Mr. Hogan
- Legislative History**
- | | | |
|---------|-------------------|--|
| 5/20/19 | Council Member(s) | Introduced |
| 5/20/19 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |

RESOLUTIONS

- 102** 2019-0166 A resolution calling for the Chairman of the Council to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the matters noted in the two "Special Matters To Be Considered By Council" which have appeared in the March 11 and May 20, 2019 council meeting agendas, both pertaining to the apparent Misuse of Public Equipment on Private Property.

Sponsors: Mr. Hogan

- 103** 2019-0167 A resolution authorizing and calling for the Parish Council to conduct a formal investigation into the two "Special Matters To Be Considered By Council" which have appeared on the May 20, 2019 council meeting agenda regarding the misuse of public equipment on private property, pursuant to the Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv.

Sponsors: Mr. Hogan

APPOINTMENTS

- 104** 2019-0129 A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

Council will confirm nomination from the District V Councilmember to fill the vacancy created by the expiration of the term of Mr. Billy B. Booth. Four (4) year term to begin immediately and expire May 31, 2023.

Nominee: Mr. Michael J. Dunn

Legislative History

5/18/15	Parish Council	Enacted Legislation Mr. Billy B. Booth appointed to the Planning & Zoning Commission on May 18, 2015, per Resolution No. 6160 Term: May 31, 2015 - May 31, 2019
4/22/19	Parish Council	Vacancy Announced
5/6/19	Parish Council	Deferred
5/6/19	Parish Council	Deferred
5/20/19	Parish Council	Nomination(s) Accepted Nominee: Councilwoman Bellock nominated Mr. Michael J. Dunn
5/20/19	Parish Council	Close Nomination(s) for
5/20/19	Parish Council	Nomination(s) Closed

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 6/5/19, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie

PLANNING & ZONING COMMISSION: Thursday, 6/6/19, 7PM, Council Chambers

COMMUNICATIONS DISTRICT (911): Monday, 6/10/19, 5PM, Council Chambers

COMMUNITY ACTION ADVISORY BOARD: Wednesday, 6/12/19, 7PM, Council Chambers

PONTCHARTRAIN LEVEE DISTRICT: Monday, 6/17/19, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher

ST. CHARLES PARISH COUNCIL: Monday, 6/17/19, 6PM, Council Chambers

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 108 2019-0156 A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2019 through June 2020.

Legislative History

5/20/19	Parish Council	Authorized
5/20/19	Parish Council	Authorized

- 110 2019-0072 Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Sponsors: Mr. Hogan

Legislative History

3/11/19	Parish Council	Discussed. Councilman Hogan discussed File No. 2019-0072.
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Legal Services Director Robert Raymond stated that the Administration referred the matter to the District Attorney for review and advised this council not to take any action.

5/20/19	Parish Council	Read
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2019-0145

Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1936 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property.

Sponsors:

Mr. Hogan

Legislative History

5/20/19

Parish Council

Read

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

The Parish of St. Charles

June 3, 2019

IN RECOGNITION

WHEREAS, Felicia Gomez-Walker began her career with the St. Charles Parish School System as a teacher in 1976, teaching first and second grade at Paradis Elementary, then moved on to Allemands Elementary, and then to Luling Elementary before transitioning into administration; and,

WHEREAS, Felicia Gomez-Walker has served in a number of different capacities during her years as an educator; Instructional Specialists, Principal, Executive Director of Restructuring, Curriculum and Instruction, and Assistant Superintendent; and,

WHEREAS, while serving in these various positions, Felicia Gomez-Walker earned her Masters of Education degree in Administration and Supervision from Nicholls State University and received additional certifications as Parish or City Supervisor of Instruction in 1995, Principal for all levels in 1996, and School Superintendent in 2005; and,

WHEREAS, July of 2013, Felicia Gomez-Walker was voted unanimously to become the Superintendent of St. Charles Parish Schools, making her the first woman to be named to the position; and,

WHEREAS, during her leadership as Superintendent, St. Charles Parish Schools ranked among the top performing districts in Louisiana, test scores continued to increase, the school system won numerous national awards in finance, school safety, and communications, the website "onlyinyourstate.com" ranked the school system as the number one school district in Louisiana, and parish voters approved a bond issue that supported the construction of the Lafon Performing Arts Center; and,

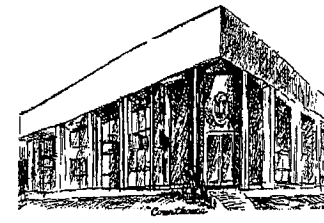
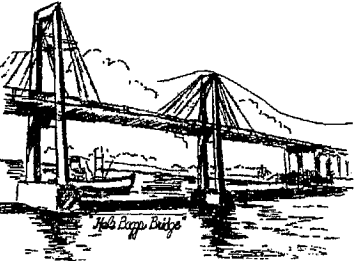
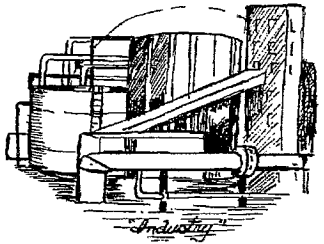
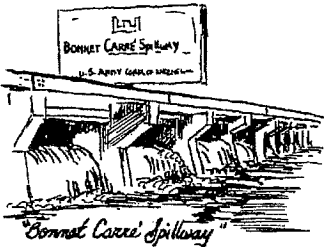
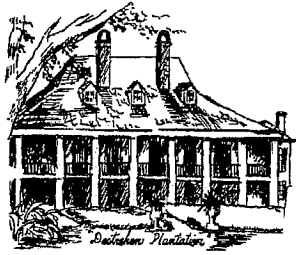
WHEREAS, Felicia Gomez-Walker is a member of the American Association of School Administrators, Louisiana Association of School Executives, National Federation of Urban and Suburban School Districts, Eastern States Consortium, AdvancED (Advancing Excellence in Education), St. Charles Parish Reading Council, Rotary Club of St. Charles Parish, and a number of other professional and community organizations; and,

WHEREAS, for more than 40 years of being a part of the St. Charles Parish Public School System, Felicia Gomez-Walker has served the parish with profound, dedicated, and distinguished service.

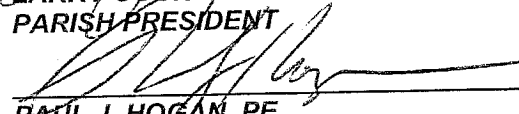
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, do hereby honor and congratulate

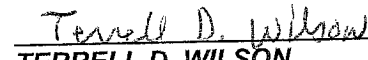
Felicia Gomez-Walker
On Her Retirement
June 30, 2019

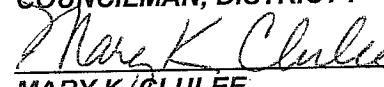
"PARISH OF GLENIVY"
 created in 1807 from the county of the
 "German Coast", a parish of
 unprecedented economic and social
 development, known for its
 hospitality, rural living and sporting
 opportunities... with the added
 distinction of being located
 on both sides of the
 Mighty Mississippi River.

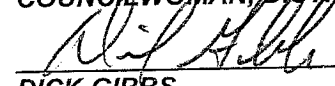


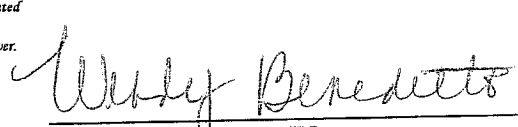

 LARRY COCHRAN
 PARISH PRESIDENT

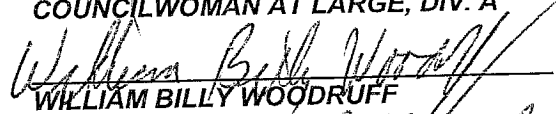

 PAUL J. HOGAN, PE
 COUNCILMAN AT LARGE, DIV. B

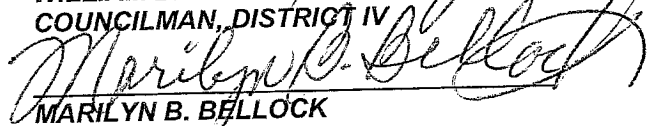

 TERRELL D. WILSON
 COUNCILMAN, DISTRICT I

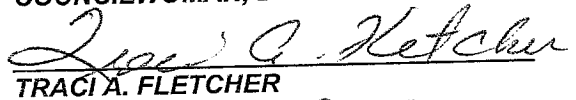

 MARY K. CLULEE
 COUNCILWOMAN, DISTRICT II



 DICK GIBBS
 COUNCILMAN, DISTRICT III


 WENDY BENEDETTO
 COUNCILWOMAN AT LARGE, DIV. A


 WILLIAM BILLY WOODRUFF
 COUNCILMAN, DISTRICT IV


 MARILYN B. BELLOCK
 COUNCILWOMAN, DISTRICT V


 TRACI A. FLETCHER
 COUNCILWOMAN, DISTRICT VI


 JULIA FISHER PERRIER
 COUNCILWOMAN, DISTRICT VII

2019-0171

PROCLAMATION

WHEREAS, annually, St. Gertrude Catholic Church in Des Allemands has sponsored a festival that has grown yearly; and,

WHEREAS, the Louisiana Catfish Festival is the most renowned tourist attraction in St. Charles Parish, founded in 1975 by Reverend William McCallion; and,

WHEREAS, in 1975, Governor Edwin Edwards signed a proclamation declaring Des Allemands the "Catfish Capital of the World"; and,

WHEREAS, on July 9, 1980, Act 132 of the Louisiana State Legislature proclaimed Des Allemands, Louisiana, in St. Charles Parish as the "Catfish Capital of the Universe"; and,

WHEREAS, the Louisiana Catfish Festival continues to attract visitors to St. Charles Parish to enjoy a weekend of delicious food, rides, and live entertainment.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 21, 22, AND 23, 2019, AS THE

"WEEKEND OF THE CATFISH"

AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DES ALLEMANDS, LOUISIANA.

LARRY COCHRAN
PARISH PRESIDENT

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DICK GIBBS
COUNCILMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2019-0173

PROCLAMATION

- WHEREAS**, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American Society; and,
- WHEREAS**, St. Charles Parish is committed to ensuring that every resident is counted; and,
- WHEREAS**, Federal and State Funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on the census; and,
- WHEREAS**, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, parish and city councils and voting districts; and,
- WHEREAS**, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and,
- WHEREAS**, the information collected by the census is confidential and protected by law; and,
- WHEREAS**, a united voice from business, government, community-based and faith-based organizations, educators, media, and others, will enable the 2020 Census Message to reach more of our citizens.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROMOTE

"THE 2020 CENSUS CAMPAIGN IN ST. CHARLES PARISH"
TO EDUCATE, SUPPORT, AND ENCOURAGE ALL ST. CHARLES PARISH RESIDENTS TO PARTICIPATE IN THE 2020 CENSUS.

LARRY COCHRAN
PARISH PRESIDENT

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

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MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DICK GIBBS
COUNCILMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

CENSUS 2020.PCL

2019-0169

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(BOND COUNSEL)**

ORDINANCE NO. _____

An ordinance providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

WHEREAS, the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), adopted Ordinance No. 07-5-2 on May 7, 2007 authorizing the issuance of Nine Hundred Twenty Thousand Dollars (\$920,000) of Sales Tax Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), payable from a pledge and dedication of a 1/8% sales and use tax approved at an election held on December 8, 1979 (the "Tax"); and,

WHEREAS, the Issuer has found and determined that the refunding of \$555,000 of the Series 2007 Bonds, consisting of those Series 2007 Bonds which mature August 1, 2020 to August 1, 2031, inclusive (the "Refunded Bonds"), would be financially advantageous to the Issuer; and,

WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, the Issuer desires by this ordinance to provide for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) principal amount of its sales tax refunding bonds, to be designated "Sales Tax Revenue Refunding Bonds, Series 2019" (the "Bonds"), for the purpose of refunding the Refunded Bonds and paying the costs of issuance therefor, and to specify the terms and conditions of the Bonds; and,

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal, interest and redemption premium of the Refunded Bonds described in **Exhibit A** hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Conditional Notice of Call for Redemption; and,

WHEREAS, the Louisiana State Bond Commission has approved the sale and issuance of the Bonds.

NOW, THEREFORE, BE IT ORDAINED by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana, that:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions. The following terms shall have the following meanings unless the context otherwise requires:

"Act" shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

"Additional Parity Bonds" shall mean any additional pari passu bonds which may hereafter be issued pursuant to Section 8.1 hereof on a parity with the Bonds.

"Bond" or "Bonds" shall mean any or all of the Sales Tax Revenue Refunding Bonds, Series 2019, of the Issuer, issued pursuant to this Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued Bond.

"Bond Counsel" shall mean an attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Obligation" shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

"Bond Ordinance" shall mean this ordinance, as further amended and supplemented as herein provided.

"Business Day" shall mean a day of the year other than a day on which banks located in the city in which the principal offices of the Paying Agent is located, is required or authorized to remain closed and on which the New York Stock Exchange is closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, if paid by the Issuer, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Bonds.

"Debt Service" for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

"Defeasance Obligations" shall mean cash, or non-callable Government Securities.

"Executive Officers" shall mean collectively the Parish President and Secretary of the St. Charles Parish Council.

"Fiscal Year" shall mean the one-year period commencing on January 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" shall mean the St. Charles Parish Council, or its successor in function.

"Government Securities" shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" shall mean February 1 and August 1 of each year, commencing February 1, 2020.

"Issuer" shall mean the Parish of St. Charles, State of Louisiana.

"Net Revenues of the Tax" shall mean the avails or proceeds of the Tax received by the Issuer, after provision has been made for the payment therefrom of all of the reasonable and necessary costs and expenses of collecting and administering the Tax.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all Bonds theretofore issued under this Bond Ordinance, except:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and,

(d) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in this Bond Ordinance or by law.

"**Owner**" shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

"**Paying Agent**" shall mean _____, Louisiana, as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"**Person**" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"**Purchaser**" shall mean _____, of _____, Louisiana, the original purchaser of the Bonds.

"**Record Date**" shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

"**Redemption Price**" shall mean, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Bond Ordinance.

"**Refunded Bonds**" shall mean the Issuer's outstanding Sales Tax Revenue Bonds, Series 2007, maturing August 1, 2020 to August 1, 2031, inclusive.

"**State**" shall mean the State of Louisiana.

"**Tax**" means the 1/8% sales and use tax now being levied and collected by the Issuer pursuant to an election held on December 8, 1979.

SECTION 1.2 Interpretation. In this Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE 2 AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1 Authorization of Bonds. (a) This Bond Ordinance creates a series of Bonds of the Issuer to be designated "Sales Tax Revenue Refunding Bonds, Series 2019, of the Parish of St. Charles, State of Louisiana" and provides for the full and final payment of the principal or Redemption Price of and interest on all of the Bonds.

(b) The Bonds issued under this Bond Ordinance shall be issued for the purpose of refunding the Refunded Bonds, together with other available moneys of the Issuer, in order to provide for the payment of the principal of, premium, if any, and interest on the Refunded Bonds on the date of redemption.

(c) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds.

SECTION 2.2 Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Ordinance.

SECTION 2.3 Obligation of Bonds. The Bonds shall be secured by and payable in principal, premium, if any, and interest solely from an irrevocable pledge and dedication of the Net Revenues of the Tax. The Net Revenues of the Tax are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal, premium, if any, and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. All of the Net Revenues of the Tax shall be set aside in a separate fund, as hereinafter provided, and shall be and remain pledged for the security and payment of the Bonds and any Additional Parity Bonds issued pursuant to Section 8.1 hereof, in principal, premium, if any, and interest and for all other payments provided for in this Bond Ordinance until such bonds shall have been fully paid and discharged.

SECTION 2.4 Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized the issuance of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) principal amount of Bonds of the Issuer to be designated "Sales Tax Revenue Refunding Bonds, Series 2019, of the Parish of St. Charles, State of Louisiana," for the purpose of refunding the Refunded Bonds. The Bonds shall be in substantially the form set forth in **Exhibit B** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance.

SECTION 2.5 Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple thereof within a single maturity, and shall be numbered R-1 upwards.

The Bonds shall be dated the date of delivery, shall mature on August 1 in the years and in the principal amounts and shall bear interest, payable on each Interest Payment Date, at the rate per annum, as follows:

<u>Bond No.</u>	<u>Date (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2021	\$	%
R-2	2022		
R-3	2023		
R-4	2024		
R-5	2025		
R-6	2026		
R-7	2027		
R-8	2028		
R-9	2029		
R-10	2030		
R-11	2031		

SECTION 2.6 Payment of Principal and Interest. The principal of the Bonds is payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the principal corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, provided, however, that if and to the extent that the Issuer shall default in the

payment of the interest on any Bonds due on any Interest Payment Date, then all such Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid on the Bonds, or if no interest has been paid on the Bonds, from their dated date. The Person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE 3 GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1 Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its principal corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds. Upon surrender for registration of transfer of any Bond, the Paying Agent shall register and deliver in the name of the transferee or transferees one or more new fully registered Bonds of authorized denomination of the same maturity and like aggregate principal amount. At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations of the same maturity and like aggregate principal amount, upon surrender of the Bonds to be exchanged at the principal corporate trust office of the Paying Agent. Whenever any Bonds are so surrendered for exchange, the Paying Agent shall register and deliver in exchange therefor the Bond or Bonds which the Owner making the exchange shall be entitled to receive. All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Bonds surrendered. Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the Person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Issuer and the Paying Agent shall not be required (a) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

SECTION 3.2 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt a resolution or ordinance and thereby authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly cancelled Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) compliance with such other

reasonable regulations and conditions as the Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.4 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause: "This bond is issued to replace a lost, cancelled or destroyed bond under the authority of R.S. 39:971 through 39:974."

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3 Preparation of Definitive Bonds, Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 3.5, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations, one or more temporary typewritten Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in authorized denominations, and with such omissions, insertions and variations as may be appropriate to temporary Bonds.

SECTION 3.4 Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Secretary of the Governing Authority an appropriate certificate of cancellation.

SECTION 3.5 Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Executive Officers of the Issuer, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds or any legal opinion certificate thereon, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.6 Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in **Exhibit B** hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

SECTION 3.7 Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

ARTICLE 4 PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1 Deposit of Funds With Paying Agent. The Issuer covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from the Net Revenues of the Tax or other funds available for such purpose, at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal, premium, if any, and interest so falling due on such date.

SECTION 4.2 Issuer Obligated to Collect Tax. In compliance with the laws of the State, the Issuer, through its governing authority, by proper ordinances and/or resolutions, is obligated to cause the Tax to continue to be levied and collected until all of the Bonds have been retired as to both principal and interest, and further shall not discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the Issuer until all of the Bonds have been retired as to both principal and interest.

SECTION 4.3 Funds and Accounts. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer further covenants as follows:

All avails or proceeds derived from the levy and collection of the Tax shall be deposited daily as the same may be collected to the credit of the Issuer, in a separate and special bank account established and maintained with the regularly designated fiscal agent of the Issuer and designated as the "One-Eighth of One Percent Sales Tax Fund" (hereinafter called the "Sales Tax Fund").

Out of the funds on deposit in the Sales Tax Fund, the Issuer shall first pay all reasonable and necessary expenses of collection and administration of the Tax. After payment of such expenses, the remaining balance of the proceeds of the Tax shall constitute a dedicated fund of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the purposes designated in the proposition authorizing the levy of the Tax, including the payment of Bonds, which Sales Tax Fund shall be administered and used in the following order of priority and for the following express purposes:

The maintenance of the "One-Eighth of One Percent Sales Tax Bond Sinking Fund" (hereinafter called the "Sinking Fund"), sufficient in amount to pay promptly and fully the principal of, premium, if any, and interest on the Bonds and any Additional Parity Bonds, in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Sales Tax Fund to the regularly designated fiscal agent of the Issuer, monthly, in advance on or before the 20th day of each month of each year, a sum equal to one-sixth (1/6) of the interest falling due on the next Interest Payment Date and one-twelfth (1/12) of the principal falling due on the next principal payment date on the Bonds, together with such additional proportionate sum as may be required to pay said principal and interest and all Paying Agent, bond registration and transfer fees and costs as the same respectively become due. Said fiscal agent bank shall transfer from the Sinking Fund to the paying agent three (3) days in advance of the date of which payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

Additional Parity Bond ordinances may provide for the establishment of one or more reserve funds. Such reserve funds may be funded from the proceeds of the Additional Parity Bonds or from monthly payments from the Sales Tax Fund after all required payments to the Sinking Fund for such month shall have been made. Any

such reserve funds shall be used solely for the purpose of paying the principal and interest falling due on the Additional Parity Bonds authorized by such ordinance.

All moneys remaining in the Sales Tax Fund on the 20th day of each month and after making the required payments into the Sinking Fund for the current month and for prior months during which the required payments may not have been made, shall be considered as surplus. Such surplus may be used by the Issuer for any of the purposes for which the imposition of the Tax is authorized or for the purpose of retiring Bonds in advance of their maturities.

SECTION 4.4 Funds to Constitute Trust Funds. The Sales Tax Fund and the Sinking Fund provided for in Section 4.3 hereof shall all be and constitute trust funds for the purposes provided in this Bond Ordinance, and the Owners of Bonds issued pursuant to this Bond Ordinance are hereby granted a lien on all such funds until applied in the manner provided herein. The moneys in such funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

SECTION 4.5 Method of Valuation and Frequency of Valuation. In computing the amount in any fund provided for in Section 4.3, Government Securities shall be valued at the market price, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually.

ARTICLE 5 REDEMPTION OF BONDS

SECTION 5.1 Redemption of Bonds. The outstanding principal amount of the Bonds shall be callable for redemption by the Issuer in full or in part at any time **on any Interest Payment Date** on or after August 1, 2029, at the principal amount thereof and accrued interest to the date fixed for redemption.

Official notice of such optional call of any principal amount of the Bonds for redemption will be given by first class mail, postage prepaid by notice deposited in the United States mails, or by accepted means of electronic communication, not less than thirty (30) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent.

ARTICLE 6 PARTICULAR COVENANTS

SECTION 6.1 Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal or redemption price, if any, of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.2 Tax Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from "gross income" of interest on the bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in the Code or would result in the inclusion of the interest on any Bond in "gross income" under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private activity bonds" under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

SECTION 6.3 Obligation to Collect Tax. The Issuer recognizes that the Governing Authority is bound under the terms and provisions of law, to levy, impose, enforce and collect the Tax and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Tax, until all of the Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Governing Authority from altering, amending or repealing from time to time as may be necessary the ordinances adopted providing for the levying, imposition, enforcement and collection of the Tax or any subsequent ordinance providing therefor, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the revenues from the Tax. The ordinance imposing the Tax and pursuant to which the Tax is being levied, collected and allocated, and the obligation to continue to levy, collect and allocate the Tax and to apply the revenues therefrom in accordance with the provisions of this Bond Ordinance, shall be irrevocable until the Bonds have been paid in full as to both principal and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana, nor the Issuer may discontinue or decrease the Tax or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, or in any way make any change in such Tax which would diminish the amount of the sales tax revenues to be received by the Issuer, until all of such Bonds shall have been retired as to both principal and interest.

SECTION 6.4 Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of the Tax, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 6.5 Issuer to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the revenues of the Tax, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the aforesaid Sales Tax Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Tax.

ARTICLE 7 SUPPLEMENTAL BOND ORDINANCES

SECTION 7.1 Supplemental Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the Issuer in this Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;

(b) to add to the limitations and restrictions in this Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of this Bond Ordinance, but only if the surrender of such right,

power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in this Bond Ordinance;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of this Bond Ordinance; or

(e) to insert such provisions clarifying matters or questions arising under this Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Bond Ordinance as theretofore in effect.

SECTION 7.2 Supplemental Ordinances Effective With Consent of Owners. Except as provided in Section 7.1 any modification or amendment of this Bond Ordinance or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect the Tax for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of this Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds. A supplemental ordinance, upon the filing with the Paying Agent of a certified copy thereof, shall become fully effective in accordance with its terms.

ARTICLE 8 ADDITIONAL PARITY BONDS

SECTION 8.1 Issuance of Additional Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the avails or proceeds of the Tax despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the avails or proceeds of the Tax having priority over or parity with the Bonds, except that bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(a) The Bonds or any part thereof, including interest and redemption premiums thereon, may be refunded with the consent of the owners thereof (except that as to Bonds which have been properly called for redemption and provisions made for the payment thereof, such consent shall not be necessary) and the refunding Bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues that may have been enjoyed by the Bonds refunded, provided, however, that if only a portion of Bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds issued hereunder, unless they qualify as Additional Parity Bonds under (b) below.

(b) Additional Parity Bonds may be issued, and such Additional Parity Bonds shall be on a parity with the Bonds herein authorized if all of the following conditions are met:

(i) The average annual revenues derived by the Issuer from the Tax, for the calendar year immediately preceding the issuance of the additional bonds must have been not less than two (2) times the highest combined principal and interest requirements for any succeeding calendar year period on all bonds then outstanding, including any pari passu additional bonds theretofore issued and then outstanding, and any other bonds or other obligations whatsoever then outstanding which are payable from the

Tax (but not including bonds which have been refunded or provision otherwise made for their full payment and redemption) and the additional bonds so proposed to be issued;

(ii) The payments to be made into the various funds provided for in Section 4.3 hereof must be current;

(iii) The existence of the facts required by paragraphs (a) and (b) above must be determined and certified to by the Finance Director of the Issuer or by an independent certified public accountant.

(iv) The Additional Parity Bonds must be payable as to principal on August 1st of each year in which principal falls due, beginning not later than three (3) years from the date of issuance of said Additional Parity Bonds and payable as to interest on February 1st and August 1st of each year; and

(v) No Additional Parity Bonds may be issued should any event of default under this Bond Ordinance have occurred and be continuing.

ARTICLE 9 REMEDIES ON DEFAULT

SECTION 9.1 Events of Default. If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say, if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond Obligation; or if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under State law.

ARTICLE 10 CONCERNING FIDUCIARIES

SECTION 10.1 Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of _____ Bank, in the _____, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by this Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.2 Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and (ii) have a reported capital and surplus of not less than \$10,000,000.

ARTICLE 11 MISCELLANEOUS

SECTION 11.1 Defeasance. (a) If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest and redemption premium, if any, to become due thereon, and any amounts which may be then payable by the Issuer with respect to the Bonds, at the times and in the manner stipulated therein and in this Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer

all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to this Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Bonds or interest installments for the payment or redemption of which Defeasance Obligations shall have been set aside and shall be held in trust by the Paying Agent or an escrow agent (through deposit by the Issuer of funds for such payment or redemption or otherwise) at a maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section. Any Bond shall, prior to maturity or the redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if in case such Bond is to be redeemed on any date prior to its maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article 5 of this Bond Ordinance, there shall have been deposited with the Paying Agent or an escrow agent Defeasance Obligations, in the amounts and having such terms as are necessary to provide moneys (whether as principal or interest) in an amount sufficient to pay when due the principal or applicable redemption price thereof, together with all accrued interest and the adequacy of the Defeasance Obligations so deposited to pay when due the principal or applicable redemption price and all accrued interest shall have been verified by an independent certified public accountant. Neither Defeasance Obligations deposited pursuant to this Section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest to become due on the Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations shall, if permitted by the Code, and to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

SECTION 11.2 Evidence of Signatures of Owners and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which this Bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, or the ownership by any person of the Bonds shall be sufficient for any purpose of this Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(i) the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;

(ii) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent.

(b) Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 11.3 Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners of the Bonds entitled thereto.

SECTION 11.4 Parties Interested Herein. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners of the Bonds any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners of the Bonds.

SECTION 11.5 No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 11.6 Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

SECTION 11.7 Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the owner or owners of the Refunded Bonds.

SECTION 11.8 Severability. In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to this Bond Ordinance and to the Bonds.

SECTION 11.9 Publication of Bond Ordinance; Peremption. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication. For thirty (30) days after the date of publication, any person in interest may contest the legality of this Bond Ordinance, any provision of the Bonds, the provisions therein made for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to the authorization and issuance of the Bonds. After the said thirty days, no person may contest the regularity, formality, legality or effectiveness of this Bond Ordinance, any provisions of the Bonds to be issued pursuant hereto, the provisions for the security and payment of the Bonds and the validity of all other provisions and proceedings relating to their authorization and issuance, for any cause whatever. Thereafter, it shall be conclusively presumed that the Bonds are legal and that every legal requirement for the issuance of the Bonds has been complied with. No court shall have authority to inquire into any of these matters after the said thirty days.

SECTION 11.10 Execution of Documents. In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 11.11 Disclosure Under SEC Rule 15c2-12. The Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c2-12 of the Securities and Exchange Commission [17 CFR 240.15c2-12].

SECTION 11.12 Bonds are Bank-Qualified. The Bonds are designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that,

(a) the Bonds are not "private activity bonds" within the meaning of the Code; and

(b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2019 does not exceed \$10,000,000.

**ARTICLE 12
SALE OF BONDS; APPLICATION OF PROCEEDS**

SECTION 12.1 Sale of Bonds. The Issuer hereby accepts the offer of _____, in [_____], Louisiana, for the Bonds, which Offer to Purchase is attached as **Exhibit C** hereto, and an Executive Officer is hereby authorized to execute said offer on behalf of the Issuer. As a condition to the delivery of the Bonds to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Bonds and is extending credit in the form of the Bonds as a vehicle for making a commercial loan to the Issuer.

SECTION 12.2 Application of Funds. There is hereby authorized and directed the application of the proceeds from the sale of the Bonds to the costs of issuance thereof and the remainder, along with the contribution from the Issuer's reserve fund, to the payment of the Refunded Bonds in principal, interest and premium.

**ARTICLE 13.
REDEMPTION OF REFUNDED BONDS**

SECTION 13.1 Call for Redemption. Subject only to the delivery of the Bonds, the Refunded Bonds are hereby called for redemption on August 1, 2019, at the principal amount thereof, plus a premium equal to 1-1/2% of each such bond so redeemed, and accrued interest to the date of redemption, in compliance with the bond ordinance authorizing their issuance.

SECTION 13.2 Notice of Redemption. In accordance with the bond ordinance authorizing the issuance of the Series 2007 Bonds, a conditional notice of call for redemption in substantially the form attached hereto as **Exhibit D**, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

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

And the ordinance was declared adopted on this, the 17th day of June, 2019.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

Exhibit A**OUTSTANDING BONDS TO BE REFUNDED****SALES TAX REVENUE BONDS, SERIES 2007**

<u>MATURITY</u> <u>(August 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u> <u>DUE</u>	<u>INTEREST</u> <u>RATE</u>
2020	\$35,000	4.600%
2021	40,000	4.650
2022	40,000	4.700
2023	45,000	4.750
2024	45,000	4.800
2025	45,000	4.850
2026	50,000	5.100
2027	50,000	5.100
2028	55,000	5.100
2029	60,000	5.100
2030	60,000	5.100
2031	65,000	5.100

Those bonds maturing August 1, 2020 to August 1, 2031, inclusive, will be called for redemption on August 1, 2019, at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amount so redeemed.

Exhibit B

(FORM OF FACE OF BONDS)

NO. R-_____

PRINCIPAL AMOUNT: \$_____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

SALES TAX REVENUE REFUNDING BOND, SERIES 2019
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

Bond Date: August 1, 2019 Maturity Date: August __, 20__ Interest Rate:

THE PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"), promises to pay, but only from the source and as hereinafter provided, to

_____ (PURCHASER) _____

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on February 1 and August 1 of each year, commencing February 1, 2020 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity or earlier redemption, is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at _____, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner hereof. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered as of the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

This Bond is one of an authorized issue of Sales Tax Revenue Refunding Bonds, Series 2019, aggregating in principal the sum of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to an ordinance adopted on June 17, 2019 (the "Bond Ordinance"), for the purpose of refunding the August 1, 2020 to August 1, 2031, inclusive, maturities of the Issuer's outstanding Sales Tax Revenue Bonds, Series 2007 (the "Refunded Bonds") and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The outstanding principal amount of the Bonds shall be callable for redemption by the Issuer in full or in part at any time on any Interest Payment Date on or after August 1, 2029, at the principal amount thereof and accrued interest to the date fixed for redemption.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the Issuer's one-eighths of one percent (1/8%) sales and use tax (the "Tax") authorized at an election held within the corporate boundaries of the Issuer on December 8, 1979, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of *pari passu* additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority of the Bond Obligation, as defined in the Bond Ordinance.

IN WITNESS WHEREOF, the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signatures of the Parish President and Council Secretary of said governing authority, and a manual or facsimile of the corporate seal of the Issuer to be imprinted hereon.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President
Parish of St. Charles, State of Louisiana

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within mentioned Bond Ordinance.

_____, Louisiana

Date of Registration: _____

By: _____
Authorized Officer

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within bond and all rights thereunder unto the following Assignee:

Name:

Address:

_____,
who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Bond, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Bond as referenced in the Bond Ordinance.

_____, Assignee
_____, Assignor

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Exhibit C

OFFER TO PURCHASE

_____, 2019

Honorable Parish Council
 Parish of St. Charles, State of Louisiana
 Hahnville, Louisiana

Re: \$575,000 of Sales Tax Revenue Refunding Bonds, Series 2019, of the Parish of St. Charles, State of Louisiana

Please accept this offer to purchase the following refunding bonds upon the terms and conditions outlined below:

1. Issuer and Amount: \$575,000 aggregate principal amount of Sales Tax Revenue Refunding Bonds, Series 2019, of the Parish of St. Charles, State of Louisiana (the "Issuer").
2. Purpose of Issue: To refund the callable maturities of the Issuer's Sales Tax Revenue Bonds, Series 2007, being those 2007 Bonds maturing August 1, 2020 to August 1, 2031, inclusive.
3. Authority for Issue: Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.
4. Dated Date of Bonds: Date of delivery.
5. Form of Bonds: The Bonds will be issued in the form of a single typewritten bond for each maturity, in fully registered form.
6. Interest Payments: Semi-annually on February 1 and August 1, commencing February 1, 2020, based on a 30/360 day year.
7. Interest Rate and Principal Payments: (NOT TO EXCEED 5%) The Bonds will bear interest at the interest rate and mature in installments due on August 1 of each year as follows:

Date (August 1)	Principal Payment	Interest Rate
2021	\$	%
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

8. Prepayment Provisions: The outstanding principal amount of the Bonds shall be callable for redemption by the Issuer in full or in part at any time on any Interest Payment Date on or after August 1, 2029, at the principal amount thereof and accrued interest to the date fixed for redemption.
9. Security: The Bonds will be secured by and payable solely from and secured by an irrevocable pledge and dedication of the Issuer's one-eighths of one percent (1/8%) sales and use tax, authorized at an election

held within the corporate boundaries of the Issuer on December 8, 1979 (the "Tax"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.

- 10. Paying Agent Bank: _____, of _____, _____ . Fees _____ will/ _____ will not be due the Paying Agent for serving in this capacity. (If fees are to be due Paying Agent, schedule of fees is to be attached hereto and form a part of the proposal).
- 11. Legal Opinion: Legal opinion of Foley & Judell, L.L.P., as to the due authorization, validity and federal tax-exemption of interest on the Bonds will be required.
- 12. Bank Eligibility: The Bonds will be designated as "qualified tax-exempt obligations" under Section 265(b) of the Internal Revenue Code of 1986, as amended.
- 13. Investment Letter: The undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Bonds without any intention to sell any portion thereof to any person other than another financial institution.
- 14. Continuing Disclosure. It is understood that, with respect to the Bonds, the Issuer will not be required to comply with continuing disclosure requirements of SEC Rule 15c2-12(b).
- 15. Delivery: On or about August 1, 2019.

Yours very truly,

By:

Title:

ACCEPTED BY THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON _____, 2019.

By: _____
Secretary

CONDITIONAL NOTICE OF CALL FOR REDEMPTION

**SALES TAX REVENUE BONDS, SERIES 2007
(MATURING AUGUST 1, 2020 to AUGUST 1, 2031)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN that, pursuant to the Bond Ordinance adopted on June 17, 2019, by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), the Issuer hereby calls for redemption on August 1, 2019, its outstanding Sales Tax Revenue Bonds, Series 2007, consisting of all of the bonds of said issue which mature August 1, 2020 to August 1, 2031, inclusive, (the "Refunded Bonds"), at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amounts so redeemed, said Refunded Bonds being more fully described as follows:

<u>MATURITY</u> <u>(August 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u> <u>DUE</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP:</u>
2020	\$35,000	4.600%	
2021	40,000	4.650	
2022	40,000	4.700	
2023	45,000	4.750	
2024	45,000	4.800	
2025	45,000	4.850	
2026	50,000	5.100	
2027	50,000	5.100	
2028	55,000	5.100	
2029	60,000	5.100	
2030	60,000	5.100	
2031	65,000	5.100	

No further interest shall accrue and be payable on the Refunded Bonds from and after August 1, 2019. **Redemption of the Refunded Bonds is conditioned upon the receipt by the Paying Agent on or before the Optional Redemption Date of moneys sufficient to pay the principal of and interest on the Refunded Bonds, and if such moneys have not been received, this notice shall be of no force and effect and the Issuer is not required to redeem such Refunded Bonds.** The foregoing Refunded Bonds should be surrendered for payment on August 1, 2019 at The Bank of New York Mellon Trust Company, N.A. (as successor to Bank One Trust Company, N.A.), as follows:

By Express Mail

or Courier Service

The Bank of New York Mellon
Global Corporate Trust
2001 Bryan Street – 9th Floor
Dallas, TX 75201

By Mail

The Bank of New York Mellon
Global Corporate Trust
P. O. Box 2320
Dallas, TX 75221-2320

By Hand

The Bank of New York Mellon
Global Corporate Trust
101 Barclay Street
New York, New York 10286
1st Floor East
Corporate Trust Window

CUSIP NUMBERS listed above are provided for the convenience of the bondowners. The Issuer does not certify as to their correctness.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

PARISH OF ST. CHARLES, STATE OF
LOUISIANA

By:

Council Secretary

Date: _____, 2019

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the St. Charles Parish Council on June 17, 2019, providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said District at Hahnville, Louisiana, on this 17th day of June, 2019.

Secretary

2019-0151

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806.

WHEREAS, the Ormond Lakes Watershed includes 20 ponds that provide a public drainage use for the Parish; and,

WHEREAS, the ponds have deteriorated due to silt accumulation over time; and,

WHEREAS, the Parish has entered into a separate maintenance agreement with a contractor to dredge the ponds; and,

WHEREAS, the attached agreement between Evans-Graves Engineers, Inc. describes the proposed engineering services to assist in the completion of the drainage maintenance project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Evans-Graves Engineers and St. Charles Parish for services as required by the Department Of Public Works for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806 is hereby approved and accepted.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Ormond Lakes Dredging (Watershed) project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner is dredging up to 20 ponds as part of a drainage maintenance project within the Ormond Lakes Watershed. The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will provide the services in Engineer's proposal dated April 30, 2019 (Proposal), which is attached hereto and made a part hereof.

The Engineer may proceed upon receipt of this Agreement after it has been fully executed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

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

2.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

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

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Agreement.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fee is \$88,900.

4.2 If the Agreement is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

4.3.1 A copy of the Owner's written authorization to perform the service.

4.3.2 Timesheets for all hours invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the Agreement amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.

5.1.1 Additional Engineering. Provide Additional Design Services, and Bidding Assistance, and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.

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

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

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

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

5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Agreement or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.5 Provide renderings or models for Owner's use.

5.1.2.6 Prepare documents in addition to those furnished under basic services.

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

5.1.2.8 Assist in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.1.2.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

5.1.2.10 Provide topographic surveying and/or permitting services.

6.0 OWNERSHIP OF DOCUMENTS

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

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

- 6.3** Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4** No materials, to include but not limited to reports, maps or other documents produced as a result of this Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
- 7.0** TERMINATION.
- 7.1** This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2** The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3** The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4** The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.
- 8.0** COMPLIANCE WITH LAWS AND ORDINANCES.
- 8.1** The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Agreement.
- 9.0** SUCCESSORS AND ASSIGNS
- 9.1** Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0** INSURANCE
- 10.1** The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2** The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3** All certificates of insurance shall be furnished to the Owner and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4** Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5** St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6** For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0** GENERAL

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Agreement.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12.0 ACCESS TO SITE

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.

Ashlyn Graves

PROFESSIONAL SERVICES
for
ST. CHARLES EAST BANK MASTER DRAINAGE PLAN

PROPOSED IMPROVEMENTS TO
THE ORMOND LAKES WATERSHED
RAINWATER DETENTION PONDS
St. Charles Parish, Louisiana

April 30, 2019

The following Professional Services are proposed by **Evans-Graves Engineers, Inc.** (E-G) to St. Charles Parish for Proposed Improvements to the Ormond Lakes Watershed Rainwater Detention Ponds. The primary objective is to deepen the ponds to recommended design depths.

The included area is entirely inside the bounds of the Ormond Lakes Watershed in Ormond. Rights of Entry have been provided to us and the Dredging Contractor.

Each pond will be considered a separate Task Item. The ponds will use the naming system developed in the 2003 Lambert Engineers report, with ponds numbered Lake No. 01 through Lake No. 20. The work required on each task will be similar in nature and description, with the geometry of each design determined by that pond's footprint, so as to not encroach on the associated golf course.

Surveys of the existing ponds have been provided to us. These surveys, coupled with the Parish LIDAR surveys, will be used to optimize the improved shape and depth design of each pond. These improved designs will be provided to the Parish and Dredging Contractor for review, and then as Maintenance Documents, for each pond in the sequence the Dredging Contractor and the Parish determine. E-G will include in this Proposal Supplementary Services for on-site E-G personnel for Inspection and Services during Maintenance, on an as-needed basis.

TASK No. 1: MEETINGS AND FIELD VISITS WITH PARISH, SURVEYOR, AND CONTRACTOR

This task includes meetings for coordination and development of scope.

NOT TO EXCEED CHARGE: \$3,200.00

TASK No. 2: COORDINATION AND DEVELOPMENT OF EXISTING CONDITIONS BATHYMETRIC SURVEY

This task includes coordinating and directing the Surveyor on the Existing Conditions Bathymetric Survey being provided by the Parish.

NOT TO EXCEED CHARGE: \$4,000.00

TASK Nos. 3 through 22: DESIGN OPTIMIZED IMPROVEMENTS TO THE ORMOND LAKES WATERSHED DETENTION POND NUMBER ASSOCIATED WITH THAT TASK NUMBER

These tasks will each be based on the Bathymetric Survey provided by the Parish and the Parish LIDAR survey.

These tasks will each include professional services for determining the new lake bottom geometry for the affected lake. This work will include:

- determining final lake bank footprint design
- determining appropriate embankment slope
- determining maximum depth
- determining operational minimum, normal, and maximum operational lake levels
- defining Design Storm maximum inundation elevation
- determining locations of required bulkheads in restricted spaces (bulkhead and other structural design to be done under separate contract)

This information will be provided to the Parish as georeferenced maintenance sketches and point data files adequate to direct the Dredging Contractor to dredge and remove existing material from the affected lake. The sketches will also identify lake bottom embankment which is currently over-excavated. (Fill work will be done under separate contract).

The Not to Exceed amount of any individual task may be amended if authorized in writing by the Parish.

NOT TO EXCEED CHARGE FOR EACH TASK ORDER

<u>TASK 03: LAKE 01</u>	<u>\$2,800.00</u>
<u>TASK 04: LAKE 02</u>	<u>\$14,300.00</u>
<u>TASK 05: LAKE 03</u>	<u>\$1,700.00</u>
<u>TASK 06: LAKE 04</u>	<u>\$2,500.00</u>
<u>TASK 07: LAKE 05</u>	<u>\$11,900.00</u>
<u>TASK 08: LAKE 06</u>	<u>\$10,300.00</u>
<u>TASK 09: LAKE 07</u>	<u>\$2,000.00</u>
<u>TASK 10: LAKE 08</u>	<u>\$4,400.00</u>

<u>TASK 11: LAKE 09</u>	<u>\$5,800.00</u>
<u>TASK 12: LAKE 10</u>	<u>\$7,500.00</u>
<u>TASK 13: LAKE 11</u>	<u>\$4,000.00</u>
<u>TASK 14: LAKE 12</u>	<u>\$800.00</u>
<u>TASK 15: LAKE 13</u>	<u>\$1,500.00</u>
<u>TASK 16: LAKE 14</u>	<u>\$1,600.00</u>
<u>TASK 17: LAKE 15</u>	<u>\$1,300.00</u>
<u>TASK 18: LAKE 16</u>	<u>\$900.00</u>
<u>TASK 19: LAKE 17</u>	<u>\$2,200.00</u>
<u>TASK 20: LAKE 18</u>	<u>\$800.00</u>
<u>TASK 21: LAKE 19</u>	<u>\$1,100.00</u>
<u>TASK 22: LAKE 20</u>	<u>\$2,700.00</u>

Task SS: SUPPLEMENTARY SERVICES

Task SS.A: Professional Services by Evans-Graves: – This task will include additional E-G professional services authorized by the Parish and associated with this project, but not included in Tasks 1 through 22. The work under this category will be billed on a time charge basis in accordance with the attached fee schedule. A description of these services will be provided with the invoice.

Task SS.B: Professional Services by Others: – This task will include additional professional services by outside professionals, authorized by the Parish and associated with this project, such as surveying and geotechnical investigation, and not included in Tasks 1 through 22. Parish invoices will consist of the invoice amount by the outside professional, with a ten percent management fee added by Evans-Graves:

TIME CHARGES AS NEEDED

DELIVERABLES

Design Drawings – Design Drawings will be provided for each Lake prior to dredging operations being started for that Lake. These Drawings will include a map of Existing and Proposed Contours, a Typical Cross Section, and an Engineer's Quantities Estimate, without costs.

GENERAL NOTES

1. Tasks do not include any agency filing, review, permit, or application fees.
2. Invoices will be submitted monthly to reflect current work effort on the project. Payment is due upon receipt of the invoice.
3. Time-charge tasks will be billed in accordance with the approved Evans-Graves rate schedule.

TASK SUMMARY

TASK No. 01: MEETINGS	\$2,400.00
TASK No. 02: EXISTING SURVEY	\$3,200.00
TASK No. 03: LAKE 01	\$2,800.00
TASK No. 04: LAKE 02	\$14,300.00
TASK No. 05: LAKE 03	\$1,700.00
TASK No. 06: LAKE 04	\$2,500.00
TASK No. 07: LAKE 05	\$11,900.00
TASK No. 08: LAKE 06	\$10,300.00
TASK No. 09: LAKE 07	\$2,000.00
TASK No. 10: LAKE 08	\$4,400.00
TASK No. 11: LAKE 09	\$5,800.00
TASK No. 12: LAKE 10	\$7,500.00
TASK No. 13: LAKE 11	\$4,000.00
TASK No. 14: LAKE 12	\$800.00
TASK No. 15: LAKE 13	\$1,500.00
TASK No. 16: LAKE 14	\$1,600.00
TASK No. 17: LAKE 15	\$1,300.00
TASK No. 18: LAKE 16	\$900.00
TASK No. 19: LAKE 17	\$2,200.00
TASK No. 20: LAKE 18	\$800.00
TASK No. 21: LAKE 19	\$1,100.00
TASK No. 22: LAKE 20	\$2,700.00
TASK No. 23: FINAL SURVEY	\$3,200.00
TOTAL PROJECT	\$88,900.00
Task SS: SUPPLEMENTARY SERVICES	AS NEEDED

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

EVANS-GRAVES ENGINEERS, INC.

ST CHARLES PARISH

Ashlyn Graves
Vice President

Larry Cochran
President

Date

Date

**FEE SCHEDULE
TIME CHARGE SERVICES**

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal (P.E.)	\$ 250.00
Principal (P.E.)	\$ 225.00
Program Manager	\$ 195.00
Chief Engineer (P.E.)	\$ 185.00
Special Projects Engineer (P.E.)	\$ 175.00
Senior Engineer (P.E.)	\$ 160.00
Construction Engineer (P.E.)	\$ 135.00
Project Engineer (P.E.)	\$ 135.00
Senior Consultant (P.E.)	\$ 150.00
Consultant (P.E.)	\$ 120.00
Engineer Intern (E.I.)	\$ 95.00
Senior Designer	\$ 110.00
Designer	\$ 100.00
Planner	\$ 120.00
Landscape Architect	\$ 120.00
Senior Technician	\$ 110.00
Technician	\$ 90.00
CADD Drafter	\$ 70.00
Construction Administrator	\$ 100.00
Inspector	\$ 110.00
Regulatory Compliance Specialist	\$ 140.00
Professional Land Surveyor	\$ 135.00
Five (5) Man Field Survey Party	\$ 180.00
Four (4) Man Field Survey Party	\$ 165.00
Three (3) Man Field Survey Party	\$ 150.00
Two (2) Man Field Survey Party	\$ 130.00
Survey Party Chief	\$ 90.00
Engineering Aide	\$ 60.00
Administrative Assistant	\$ 60.00
GPS Equipment	\$ 100.00
20' Mudboat (Special)	\$ 250.00

PROJECT: _____
 LOCATION: _____ DATE _____
 BY: _____ PERIOD: _____

REMARKS: Above rates increased by 25% for expert testimony and legal proceedings.

REIMBURSABLE EXPENSES: (Not included in above rates). 4-Wheeler billed at \$100/day. Long Distance telephone charges, express mail, printing and reproduction, regulatory agency and recording fees; travel, food and lodging outside of the Baton Rouge, Louisiana area; special equipment or supplies all billed at invoice amount, plus an administrative charge of 10%. Mileage outside of the Baton Rouge, Louisiana area will be billed at the current Federal Allowable Rate plus 10%.

2019-0152

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502).

- WHEREAS,** the Schexnaydre P.S. contains three existing pumps; and,
- WHEREAS,** the current peak flow rate into the Schexnaydre P.S. exceeds the capacity of the three existing pumps; and,
- WHEREAS,** the Public Works Department desires to replace one existing 30-inch pump with a higher capacity, new 48-inch pump; and,
- WHEREAS,** the attached agreement between Evans-Graves Engineers describes the proposed engineering services and compensation for the proposed improvements; and,
- WHEREAS,** the following work phases will be authorized by individual task orders as required for the continuation of the capital improvement project.

- Phase 1: Data Collection and Surveying Coordination
- Phase 2: Preliminary Engineering Design
- Phase 3: Final Engineering Design
- Phase 4: Permitting
- Phase 5: Bidding Phase Services
- Phase 6: Construction Phase Services
- Phase 7: Resident Project Representative Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Evans-Graves Engineers, Inc. and St. Charles Parish for services as required and assigned via Task Order by the Department Of Public Works for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502) is hereby approved and accepted.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

1

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the _____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the New Pump at Schexnaydre Pump Station project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated April 29, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement or any task order by written notification and without cause per Section 7.0. Issuance of a task order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include, but will not be limited to, serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The proposed project is to replace an existing 30-inch pump with a new 48-inch pump including associated piping.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order – Data Collection and Surveying Coordination: Tasks include site visit, obtaining all available records on existing pump station, and coordination with Owner-supplied topographic surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features including cross-sections in the sump.

2.3 Task Order - Preliminary Engineering Design: Tasks include preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.

2.4 Task Order - Final Engineering Design: Tasks include final civil engineering design, meetings and coordination, production of Bidding Documents to include

- final plans and the project manual (Owner supplies front-end documents), quantity takeoffs, and construction cost estimating.
- 2.5** Task Order – Permitting: Tasks include meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps of Engineers permits.
- 2.6** Task Order – Bidding Phase: Tasks include coordination, responding to questions and requests, revisions, production and issuance of Addenda, attendance at Pre-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.
- 2.5** Task Order - Construction Phase Services
- 2.5.1** General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner’s representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer’s Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner’s instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.5.2** Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 2.5.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor’s work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
- 2.5.2.2** The purpose of Engineer’s visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer’s efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct or have control over Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided elsewhere in this Contract. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor’s failure to furnish and perform their work in accordance with the Contract Documents.
- 2.5.3** Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor’s work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.5.4** Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.5.5** Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in

the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided elsewhere in this Agreement.

2.5.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.5.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.5.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.5.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect

the amount that should be paid except as provided elsewhere in this Contract.

2.5.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

2.5.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.5.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one (1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".

2.5.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.5.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.5.1 through 2.5.13 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.5.3.

2.5.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.5.16 Task Order Close-out and Facility Operation

The Engineer shall:

2.5.16.1 Provide start-up services for the new facility.

2.5.16.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.5.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.5.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

2.5.16.5 Provide technical consultation and assistance in correcting warranty items.

2.5.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.5.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".

2.5.16.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning

correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.5.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of the Contract.

2.6 Task Order – Resident Inspection: The Scope of Services, fee and schedule for a Resident Project Representative may be negotiated prior to construction in a task order.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1	Data Collection and Surveying Coordination	\$ 3,750
4.1.2	Preliminary Engineering	\$ 9,980
4.1.3	Final Engineering	\$ 20,280
4.1.4	Permitting	\$ 11,980
4.1.5	Bidding Assistance	\$ 2,760
4.1.6	Construction Phase	\$ 10,400
4.1.7	Resident Inspection	To be determined

4.2 If a task order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

4.3.1 A copy of the Owner's written authorization to perform the service.

4.3.2 Timesheets for all hours invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Contract.

- 5.1.2 Additional Services.** Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
- 5.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
 - 5.1.2.4** Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
 - 5.1.2.5** Providing renderings or models for Owner's use.
 - 5.1.2.6** Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
 - 5.1.2.7** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
 - 5.1.2.8** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
 - 5.1.2.9** Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.
 - 5.1.2.10** Provide topographic surveying and/or permitting services.

6.0 OWNERSHIP OF DOCUMENTS

- 6.1** Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2** Engineer may retain a set of documents for its files.
- 6.3** Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4** No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

- 7.1** This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2** The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed

to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

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

9.0 SUCCESSORS AND ASSIGNS

- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to

solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.

- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12.0 ACCESS TO SITE

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.

Ashlyn Graves

EXHIBIT A

TASK ORDER

ST. CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND EVANS-GRAVES ENGINEERS, INC.**

TASK ORDER NO. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

EVANS-GRAVES ENGINEERS, INC.

ST CHARLES PARISH

Ashlyn Graves

Clayton "Snookie" Fauchoux
Director of Public Works and
Wastewater

Date

Date

ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

April 29, 2019

PHASE IA - PRELIMINARY DESIGN (SEE NOTE 1)

(Task includes preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	12	\$185.00	\$2,220.00
Senior Engineer (P.E.)	24	\$145.00	\$3,480.00
Technician	48	\$80.00	\$3,840.00
Administrative Asst.	8	\$55.00	\$440.00
PHASE TOTAL			<u>\$9,980.00</u>

PHASE IB - FINAL DESIGN

(Task includes final civil engineering design, meetings and coordination, production of Bidding Documents to include Final Plans and the Project Manual (incorporation of civil and mechanical Technical Specifications into the Parish-supplied front-end documents), quantity takeoffs, and construction cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	24	\$185.00	\$4,440.00
Senior Engineer (P.E.)	56	\$145.00	\$8,120.00
Technician	80	\$80.00	\$6,400.00
Administrative Asst.	24	\$55.00	\$1,320.00
PHASE TOTAL			<u>\$20,280.00</u>

PHASE IC - ENGINEERING SERVICES DURING BIDDING

(Task includes coordination, responding to questions and requests, revisions, production and issuance of Addenda, attendance at Pre-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	4	\$185.00	\$740.00
Senior Engineer (P.E.)	8	\$145.00	\$1,160.00
Technician	8	\$80.00	\$640.00
Administrative Asst.	4	\$55.00	\$220.00
PHASE TOTAL			<u>\$2,760.00</u>

PHASE ID - ENGINEERING SERVICES DURING CONSTRUCTION

(Task includes site visits, meetings and coordination, responding to questions and RFI; review of: submittals, testing lab reports, and contractor invoices; substantial completion and final acceptance walkthroughs and documentation; record drawings; and project closeout. Task does NOT include resident inspection or materials testing lab services.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	16	\$185.00	\$2,960.00
Senior Engineer (P.E.)	32	\$145.00	\$4,640.00
Technician	24	\$80.00	\$1,920.00
Administrative Asst.	16	\$55.00	\$880.00
PHASE TOTAL			<u>\$10,400.00</u>

ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

April 29, 2019

SUBTOTAL - ENGINEERING PHASES \$43,420.00

PHASE IIA - DATA COLLECTION AND SURVEYING COORDINATION

(Task includes site visit, obtaining all available records on existing Pump Station, and coordination with Owner-supplied Topographic Surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features, including cross-sections in the sump. No record drawings of the Station exist.)

Category	Manhours	Rate	Subtotal
Topographic Surveyor Services <i>(Purchased by Owner)</i>	Lump	\$0.00	\$0.00
Principal (P.E.)	6	\$185.00	\$1,110.00
Senior Engineer (P.E.)	16	\$145.00	\$2,320.00
Technician	4	\$80.00	\$320.00

PHASE TOTAL \$3,750.00

PHASE IIB - SUPPLEMENTAL SERVICES: PERMITTING (SEE NOTE 2)

(Task includes meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps. Task does NOT include payment of any required agency permit fees.)

Category	Manhours	Rate	Subtotal
Drainage Study/Report (if needed)	1	\$6,000.00	\$6,000.00
Principal (P.E.)	8	\$185.00	\$1,480.00
Senior Engineer (P.E.)	14	\$145.00	\$2,030.00
Technician	24	\$80.00	\$1,920.00
Administrative Asst.	10	\$55.00	\$550.00

PHASE TOTAL \$11,980.00

SUBTOTAL - SUPPLEMENTAL SERVICES \$15,730.00

GRAND TOTAL - ALL PHASES \$59,150.00

NOTES:

- 1 Manhour Proposal based on Scope of Work discussed in e-mail communication with Don Edwards on 4/17/19 and field meeting with Chris Tregre on 4/23/19. Scope is understood to include civil engineering work only, and no electrical engineering required. Scope is understood to include removal of existing 30" pump, including intake and discharge, and replacement with new 48" diesel pump, including intake and discharge, all of which will be supplied by the construction contractor under this project. A fuel capacity analysis is also included in the scope, and specification of any new fuel tank or piping required. Also included is an analysis whether the existing diesel engine can be re-used with the new pump.
- 2 While no independent drainage study/report is required by Owner, it may be required as part of the permit process. If not, the associated time will not be charged or invoiced.

2019-0163

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days.

WHEREAS, Ordinance No. 18-11-1, adopted November 5, 2018, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc. for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, in the amount of \$8,288,890.00; and,

WHEREAS, Change Order No. 1 is a result of changes within the scope of the contract to address geotech conditions not previously identified and to adjust pump station systems' design to fit field conditions within the Construction Contract; and,

WHEREAS, the increase in the contract amount by \$36,252.00 is a result of a decrease in cost for one (1) bid line item, an increase in cost for one (1) bid line item, the addition of three (3) bid line items; and,

WHEREAS, the increase in contract time by fifty nine (59) days is a result of additional work activities required to complete the project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. That Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time of fifty nine (59) days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00806**CHANGE ORDER**No. 1DATE OF ISSUANCE 6-03-2019

EFFECTIVE DATE _____

OWNER: St. Charles ParishCONTRACTOR: Sealevel ConstructionContract: Ellington Drainage Pump StationProject: Ellington Drainage Pump StationOWNER's Contract No. P080905-5DENGINEER's Contract No. 10475-323ENGINEER: Burk-Kleinpeter, Inc.

You are directed to make the following changes in the Contract Documents:

1. *Add a ¾" water meter at the project trailer location (WCD #1).*
2. *Add cut-off concrete piles (including extend grout tubes and core holes in pile tops) (WCD #2).*
3. *Add a second test pile (WCD #3).*
4. *Delete remote stainless-steel fuel fill/spill container at generator (WCD #4)*
5. *Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ (WCD #5)*

Description:1. Add the Following Work Items:

- a. New Contract Item # 66: ¾" Water Meter (WCD #1)
Addition of \$1,150 L.S.
- b. New Contract Item # 67: Cut-Off Concrete Piles (Including extend grout tubes and core holes in pile tops) (WCD #2)
Addition of \$14,382 L.S.

Breakdown of the New Contract Item# 67 is as follows:

i. Cut-off Concrete Piles	34 EACH x \$260.00=	\$8,840.00
ii. Extend Grout tubes	34 EACH x \$38.00=	\$1,292.00
iii. Core Holes in Pile tops	34 EACH x \$125.00=	\$4,250.00

- c. New Contract Item # 68: Second test pile (WCD #3)
Addition of \$21,000 L.S.

Total of Added Work Items = (+\$36,532.00)

2. Revise the Following Work Item Quantities:

- a. Contract Item # 30: Bar Screen w/Chain and Rake Cleaner (*WCD #5*)
Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ. (+\$4,220)
- b. Contract Item # 33: Fuel Fill and Piping (*WCD #4*)
Delete remote stainless-steel fuel fill/spill container. (-\$4,500)

Total of Change in Work Items Quantity = (-\$280.00)

Reason for Change Order:

1. Add the Following Work Items

- a. New Contract Item # 66: Location for the project trailer to be supplied by the Contractor was denoted to have water and power provisions, but the water meter at this location was not found and will be required to be installed for the project trailer support and use.
- b. New Contract Item # 67: Test pile driving showed refusal before achieving the designed tip elevation. So, it is anticipated that some of the piles may be required to cut-off (including extend grout tubes and core holes in pile tops) to achieve design elevation.
- c. New Contract Item # 68: Based on Engineer's review of first test pile driving and report, a second test pile was necessary in order to determine the extent of hard soil layer encountered during the first test pile driving process, i.e. to confirm the uniformity of the underlying soil.

2. Revise the Following Work Item Quantities

- a. Contract Item # 30: The generator fuel tank is out-fitted with an anti-spill container which drains back to the generator fuel tank and is equipped with an overfill protection valve and a male Cam Lock hose connection fitting. This eliminates the requirement for the remote fuel fill/spill container at the generator fuel tank.
- b. Contract Item #33: The specifications for four rake motors was revised from 120V/1PH/60HZ to 480V/3PH/60HZ for high speed gear ratio for bar screen cleaners.

3. Change in Contract Time:

Additional 59 days in contract time incurred due to:

- a. 36 days to Cut-Off the tops of 34 concrete piles (including extend grout tubes and core new holes in pile tops).
- b. 23 days for second test pile.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 8,288,890.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ 0.00
Contract Price prior to this Change Order: \$ 8,288,890.00
Net increase (decrease) of this Change Order: +\$ 36,252.00
Contract Price with all approved Change Orders: \$ 8,325,142.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>500 Days- 4/2/20</u> Ready for final payment: <u>545 Days- 5/17/20</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for final payment: <u>0 Days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>500 Days- 4/2/20</u> Ready for final payment: <u>545 Days- 5/17/20</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>+59 Days</u> Ready for final payment: <u>+59 Days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>559 Days- 5/31/20</u> Ready for final payment: <u>604 Days- 7/15/20</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

Date: _____

Date: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 02/11/2019 EFFECTIVE DATE 02/11/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Addition of a 3/4" water meter at the project trailer location (441 Magnolia Ridge Road) for the contractor's use during construction.

Attachments: (List documents supporting change) 10475-0323ProjectTrailerLocation

Purpose for Work Change Directive:

Location for the project trailer to be supplied by the Contractor was denoted to have water and power provisions, but the water meter at this site was not found and will be required to be installed for project trailer support and use.

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 1,150 increase
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Senior Project Manager</u>	Title: <u>President</u>
Date: <u>02/13/19</u>	Date: <u>2-26-19</u>	Date: <u>2/19/19</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

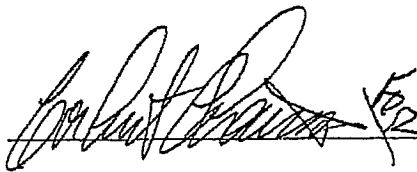
By: _____ Date: _____
Title: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTOM WCD 1
Description: Add Temp Water To Job Trailer Site

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 3/4" WATER METER	1.000	LS	1,150.00	\$1,150.00
			TOTAL BID:	\$1,150.00

Signature:  _____
Richard J Roth, President

PROJECT :
18267 ELLINGTOM WCD

ITEM SHEET COSTS
AS SHOWN

Date : 2/5/2019 3:18:57 PM

ITEM : 01
DESCRIPTION : 3/4" WATER METER

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 2.50
MHS / UNIT : 2.5000
UNITS / MH : 0.4000
CJC :

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
01	3/4" WATER METER	LS	1.00	1.00	1.00

Cost Detail for Item 01

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M 05	3/4" WATER METER INSTA	1.000	LS	1.000	825.000	825.00
L 01	SUPERINTENDENT	1.000		0.250	513.600	128.40
E 15	PICKUP	1.000		0.250	125.000	31.25

Item Unit Cost : 984.65

Item Total Cost : 984.65

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	128.40	31.25	0.00	825.00	0.00	0.00
Unit :	128.40	31.25	0.00	825.00	0.00	0.00

Bid Data for Item: 01

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	1,150.00	1,150.00	984.65	165.35	
Takeoff Qty.	1.00	1,150.00	1,150.00	984.65	165.35	0.00

PROJECT : 18267 ELLINGTOM WCD 1

Description Add Temp Water To Job Trailer Site
 Bid Date
 Revised
 Location
 Contract #

NOTE: All Costs are calculated based on Takeoff Quantity.

Type Code	Description	U/M	Quantity	Equipment Factor	Rate	Cost	Item	Description
E 15	PICKUP	Days	1.000	0.250	125.000	31.25	01	3/4" WATER METER
Equipment TOTAL							31.25	
L 01	SUPERINTENDENT	U/M Days	1.000		513.600	128.40	01	3/4" WATER METER
Labor TOTAL							128.40	
Cost Per Man/Day :		513.						
Cost Per Man/Hr (8 Hr Day) :		64.20	0.25 Man/Days					
M 05	3/4" WATER METER INSTALL	LS	1.000	1.000	825.000	825.00	01	3/4" WATER METER
Material TOTAL							825.00	

Cost Summary Total: \$984.65
 Total Direct Costs from Bid Sheet \$984.65
 Difference: \$0.00

#18267-1000

St. Charles
Permit Payment Receipt

12/14/2018

32876

1099 Primrose Dr
Boutte LA 70039

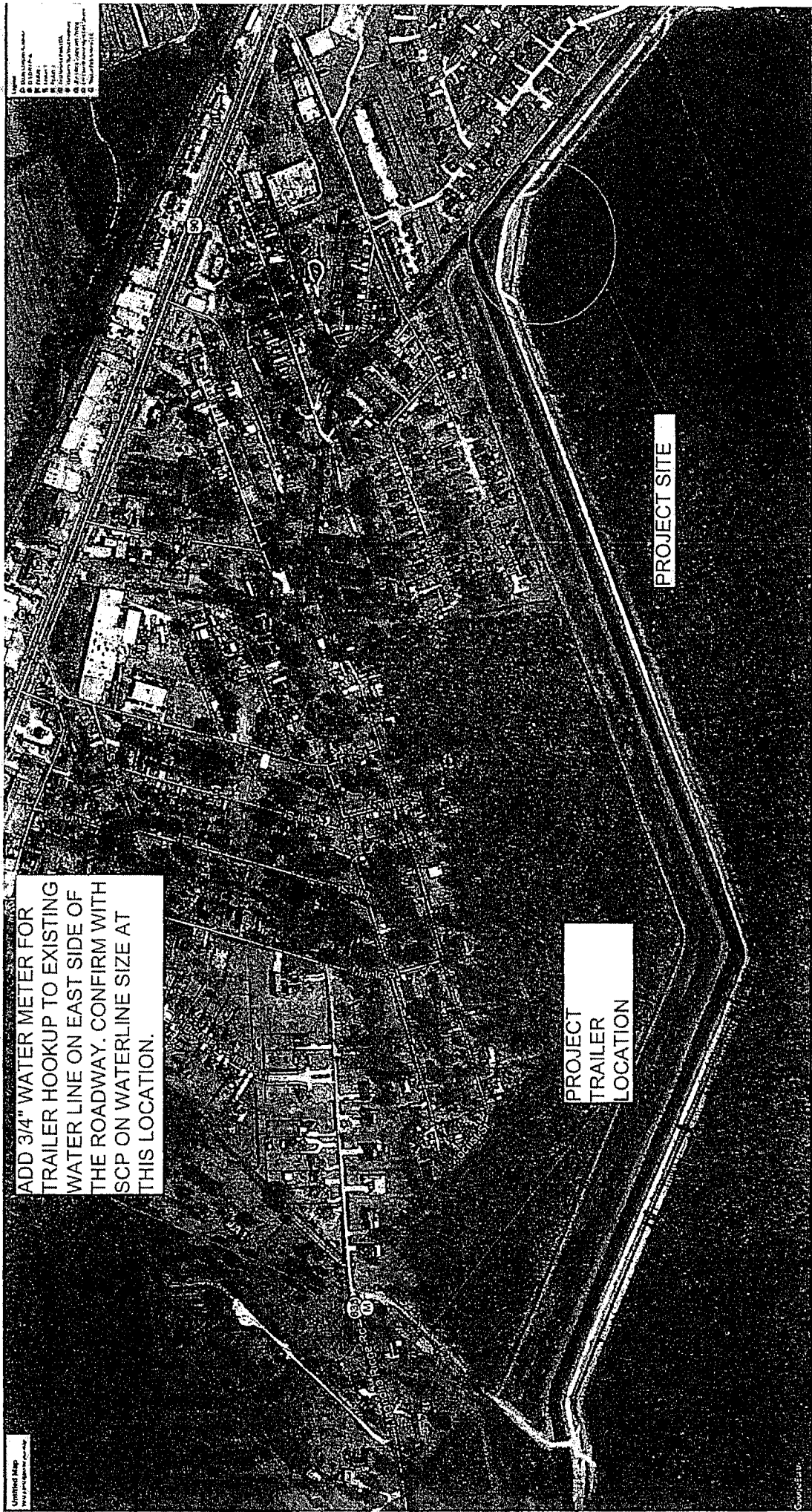
Paid By:
Sealevel Construction
Corbert Chaisson
1069 Hwy 3185
Thibodaux, LA 70301

Payment Description:

Fee Types			
Fee	Amount	Paid	Balance Due
New Commercial	\$2,200.00	\$2,200.00	\$0.00
Water Meter Deposit 5/8in x 3/4in	\$130.00	\$130.00	\$0.00
Water Meter Installation 5/8in x 3/4in	\$825.00	\$825.00	\$0.00
Water Meter Deposit 1in	\$180.00	\$180.00	\$0.00
Water Meter Installation 1in	\$1,100.00	\$1,100.00	\$0.00
Temporary Structure	\$105.00	\$105.00	\$0.00
Total Fees	\$4,540.00	\$4,540.00	\$0.00

Payments					
Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
2601938	12/14/2018	Check	19139	New Commercial	\$600.00
				New Commercial	\$1,600.00
				Water Meter Deposit 5/8in x 3/4in	\$130.00
				Water Meter Installation 5/8in x 3/4in	\$825.00
				Water Meter Deposit 1in	\$180.00
				Water Meter Installation 1in	\$1,100.00

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction on your project.



- Legend
- 1. Utility Lines
- 2. Easements
- 3. Fences
- 4. Property Lines
- 5. Other
- 6. Other
- 7. Other
- 8. Other
- 9. Other
- 10. Other
- 11. Other
- 12. Other
- 13. Other
- 14. Other
- 15. Other
- 16. Other
- 17. Other
- 18. Other
- 19. Other
- 20. Other

ADD 3/4" WATER METER FOR TRAILER HOOKUP TO EXISTING WATER LINE ON EAST SIDE OF THE ROADWAY. CONFIRM WITH SCP ON WATERLINE SIZE AT THIS LOCATION.

PROJECT SITE

PROJECT TRAILER LOCATION

Unfilled Map
Not for Construction



T: 985-448-0970
F: 985-448-0922
sealevelinc.com

P.O. Box 1037
Thibodaux, LA 70302

February 19, 2019

Burk-Kleinpeter, Inc.
Attention: Mr. Sreeni Bollu, PE
4176 Canal Street
New Orleans, LA 70119
PHONE: (504) 486-5901

RE: Ellington Drainage Pump Station
St. Charles Parish Project No. P080905-5D
SCI Job# 18267

Dear Mr. Bollu:

Enclosed are three (3) originals of Work Change Directive No. 1, executed by Sealevel, for the above referenced project. We are returning these to you for further processing.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Amanda R. Taylor'.

Amanda R. Taylor

art

Attachments

SECTION 00805

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 05/01/2019 EFFECTIVE DATE 05/01/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-0323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Cut-off driven piles to required elevation per contract drawings if piles refuse to drive to the designed tip elevation. The amount listed here is approximate. The actual amount will be finalized based on the required number of piles cut-off.

Attachments: (List documents supporting change) Proposal for work from the Contractor

Purpose for Work Change Directive:

Test pile driving showed refusal before achieving the designed tip elevation. So, it is anticipated that some of the piles may be required to cut off to achieve design elevation.

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 14,382 (NTE) increase (TBD after completion, based on unit cost)
Contract Time 36 days (NTE) increase (TBD after completion, based on quantity)

Basis of estimated change in Contract Price:

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Louis Project Manager</u>	Title: <u>President</u>
Date: <u>05/08/19</u>	Date: <u>5-15-19</u>	Date: <u>5/13/19</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTON PILE CUTOFF &
Description: 18267-ELLINGTON PS PILE
CUTOFF & EXTEND GROUT TUBE

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01	CUT-OFF CONC PILES	34.000	EA	260.00	\$8,840.00
02	EXTEND GROUT TUBES	34.000	EA	38.00	\$1,292.00
03	CORE HOLES IN PILE TOPS	34.000	EA	125.00	\$4,250.00
				TOTAL BID:	\$14,382.00

Signature: 

Richard J Roth, President

PROJECT :
18267 ELLINGTON PILE

ITEM SHEET COSTS
AS SHOWN

Date : 4/17/2019 9:00:25 AM

ITEM : 01
 DESCRIPTION : CUT-OFF CONC PILES

 COST CODE : 5300
 PRODUCTION : Days

 HRS/DAY : 10

U/M : EA
 BID QTY : 34.00
 TO QTY : 34.00
 TOTAL MHS : 149.60
 MHS / UNIT : 4.4000
 UNITS / MH : 0.2273
 CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
01	CUT-OFF CONC PILES	EA	34.00	2.00	17.00

Cost Detail for Item 01

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 02	FOREMAN	1.000		0.680	528.774	359.57
L 03	CRANE OPERATOR	1.000		0.680	457.141	310.86
L 07	PILE DRIVER	1.000		6.800	331.101	2251.49
L 08	LABORER	1.000		6.800	260.081	1768.55
E 25	120T CRANE	1.000		0.680	995.000	676.60
E FS5114	BIG TOOL	1.000		6.800	100.000	680.00
E FS5114A	SMALL TOOL	1.000		6.800	37.800	257.04
E FS5115	PICKUP	1.000		6.800	140.000	952.00
M 04	SMALL SUPPLY	1.360	EA	5.000	35.000	238.00

Item Unit Cost : 220.41

Item Total Cost : 7,494.10

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	4,690.46	2,565.64	0.00	238.00	0.00	0.00
Unit :	137.95	75.46	0.00	7.00	0.00	0.00

Bid Data for Item: 01

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	260.00	8,840.00	7,494.10	1,345.90	
Takeoff Qty.	34.00	260.00	8,840.00	7,494.10	1,345.90	0.00

PROJECT :
18267 ELLINGTON PILE

**ITEM SHEET COSTS
AS SHOWN**

Date : 4/17/2019 9:00:25 AM

ITEM : 02
DESCRIPTION : EXTEND GROUT TUBES

COST CODE : 5300
PRODUCTION : Days

HRS/DAY : 10

U/M : EA
BID QTY : 34.00
TO QTY : 34.00
TOTAL MHS : 0.00
MHS / UNIT : 0.0000
UNITS / MH : 0.0000
CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
02	EXTEND GROUT TUBES	EA	34.00	25.00	1.36

Cost Detail for Item 02

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M 05	EXTEND GROUT TUBES	340.000	LF	1.000	3.300	1122.00

Item Unit Cost : 33.00

Item Total Cost : 1,122.00

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	0.00	0.00	0.00	1,122.00	0.00	0.00
Unit :	0.00	0.00	0.00	33.00	0.00	0.00

Bid Data for Item: 02

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	38.00	1,292.00	1,122.00	170.00	
Takeoff Qty.	34.00	38.00	1,292.00	1,122.00	170.00	0.00

PROJECT :
18267 ELLINGTON PILE

**ITEM SHEET COSTS
AS SHOWN**

Date : 4/17/2019 9:00:25 AM

ITEM : 03
DESCRIPTION : CORE HOLES IN PILE TOPS

COST CODE : 5300
PRODUCTION : Days

HRS/DAY : 10

U/M : EA
BID QTY : 34.00
TO QTY : 34.00
TOTAL MHS : 70.00
MHS / UNIT : 2.0588
UNITS / MH : 0.4857
CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
03	CORE HOLES IN PILE TOPS	EA	34.00	2.00	17.00

Cost Detail for Item 03

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 02	FOREMAN	1.000		0.500	528.774	264.39
L 03	CRANE OPERATOR	1.000		0.500	457.141	228.57
L 07	PILE DRIVER	1.000		3.000	331.101	993.30
L 08	LABORER	1.000		3.000	260.081	780.24
E 25	120T CRANE	1.000		0.500	995.000	497.50
E FS5114	BIG TOOL	1.000		3.000	100.000	300.00
E FS5114A	SMALL TOOL	1.000		3.000	37.800	113.40
E FS5115	PICKUP	1.000		3.000	140.000	420.00
M 04	SMALL SUPPLY	1.000	EA	3.000	35.000	105.00

Item Unit Cost : 108.89

Item Total Cost : 3,702.40

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	2,266.50	1,330.90	0.00	105.00	0.00	0.00
Unit :	66.66	39.14	0.00	3.09	0.00	0.00

Bid Data for Item: 03

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	125.00	4,250.00	3,702.40	547.60	
Takeoff Qty.	34.00	125.00	4,250.00	3,702.40	547.60	0.00

4/17/2019 9:00:32 AM

BID SHEET

Page:1

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS PILE CUTOFF
& EXTEND GROUT TUBES
Bid Date 01/17/2019
Revised
Location ST. CHARLES PARISH
Contract #

Bid Comments:

}

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS PILE CUTOFF
& EXTEND GROUT TUBES

BID SUMMARY

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	6,956.96	48.32%
EQUIPMENT	0.00%	0.00	3,896.54	27.06%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	1,465.00	10.17%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			12,318.50	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			12,318.50	85.55%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		615.92	4.28%
NET PROFIT	10.00%		1,308.99	9.09%
SUBTOTAL:			14,243.42	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		155.51	1.08%
TOTAL MARKUP SPREAD TO ITEMS:			2,080.43	14.45%
BALANCED BID:			14,398.92	100.00%
ACTUAL BID:			14,382.00	
UNBALANCED AMT:			-16.92	
ACTUAL MARGIN:			2,083.50	
PROPOSED MARGIN:			2,080.43	
UNIT MARK-UP ON TOTAL DIRECT COST	:		0.1689	
UNIT MARK-UP ON TOTAL JOB COSTS	:		0.1689	
MARK-UP ON SALES	:		0.1445	

4/17/2019 9:00:32 AM

BID SHEET

Page:3

PROJECT : 18267 ELLINGTO

<u>Item</u>	<u>Description</u>	<u>U/M</u>	<u>Bid Qty</u>	<u>T/O Qty</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Margin</u>	<u>Bid Unit</u>	<u>Total Bid</u>	<u>+/-</u>
01	CUT-OFF CONC PILES	EA	34.00	34.00	7494.10	220.41	257.64	260.00	8840.00	1345.90
02	EXTEND GROUT TUB	EA	34.00	34.00	1122.00	33.00	38.57	38.00	1292.00	170.00
03	CORE HOLES IN PILE	EA	34.00	34.00	3702.40	108.89	127.28	125.00	4250.00	547.60
TOTALS:					12318.50				14382.00	2063.50

PROJECT : 18267 ELLINGTO

Item	Description	Labor Unit Total	Equip Unit Total	Rental Unit Total	Material Unit Total	Subcont Unit Total	Other Unit Total
01	CUT-OFF CONC PILES	137.95	75.48	0.00	7.00	0.00	0.00
		4690.46	2585.64	0.00	238.00	0.00	0.00
02	EXTEND GROUT TUBES	0.00	0.00	0.00	33.00	0.00	0.00
		0.00	0.00	0.00	1122.00	0.00	0.00
03	CORE HOLES IN PILE TOPS	66.66	39.14	0.00	3.09	0.00	0.00
		2266.50	1330.90	0.00	105.00	0.00	0.00
TOTALS:		6956.96	3896.54	0.00	1465.00	0.00	0.00

SECTION 00805

WORK CHANGE DIRECTIVE

No. 3

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Furnish and install second test pile and cut off two test piles and drill holes.

Attachments: (List documents supporting change) Cost proposal from the Contractor

Purpose for Work Change Directive:

Based on Engineer's review of first test pile driving and report, a second test pile was necessary in order to determine the extent of hard soil layer encountered during the first test pile driving process. i.e to confirm the uniformity of the underlying soil.

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 21,000 increase
Contract Time 23 days increase

Basis of estimated change in Contract Price:

- Lump Sum
- Cost of the Work
- Unit Price
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner's Representative*	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Senior Project Manager</u>	Title: <u>PRESIDENT</u>
Date: <u>03/28/19</u>	Date: <u>4-23-19</u>	Date: <u>4/15/19</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

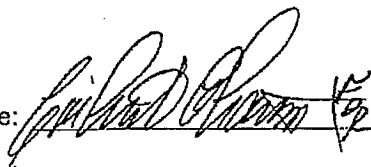
Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTON PS ADD TEST P
Description: 18267-ELLINGTON PS ADD TEST
PILE & TEST

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
03	INSTALL 1 PROBE PILE & CASING	1.000	EA	18,900.00	\$18,900.00
04	CUT-OFF TEST PILES & DRILL HOLES	2.000	EA	1,050.00	\$2,100.00
				TOTAL BID:	\$21,000.00

Signature: _____



Richard J Roth, President

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

ITEM : 03
DESCRIPTION : INSTALL 1 PROBE PILE & CASING

COST CODE : 5300
PRODUCTION : Days

HRS/DAY : 10

U/M : EA
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 130.00
MHS / UNIT : 130.0000
UNITS / MH : 0.0077
CJC :

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
03	INSTALL 1 PROBE PILE & CASING	EA	1.00	1.00	1.00

Cost Detail for Item 03

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
	DRIVE CASING AND AUGER OUT -1 DAY					
L 02	FOREMAN	1.000		1.000	528.774	528.77
L 03	CRANE OPERATOR	1.000		1.000	457.141	457.14
L 07	PILE DRIVER	2.000		1.000	331.101	662.20
L 09	WELDER	1.000		1.000	394.121	394.12
L 10	TRUCK DRIVER	1.000		1.000	346.856	346.86
E 1018C	LOWBOY/30CY TRAILOR	1.000		1.000	745.000	745.00
E 25	120T CRANE	1.000		1.000	995.000	995.00
E 06A	CAT 322 EXCAVATOR	1.000		1.000	595.000	595.00
E FS5101A	LODRILL	1.000		1.000	1115.000	1115.00
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M 04	SMALL SUPPLY	1.000	EA	1.000	35.000	35.00
M 1001A	CASING RENT	4750.000	LBS	1.000	0.274	1299.72
	DRIVE TEST PILE -1 DAY					
L FS02	FOREMAN	1.000		1.000	528.774	528.77
L FS03	CRANE OPERATOR	1.000		1.000	457.141	457.14
L FS07	PILE DRIVER	2.000		1.000	331.101	662.20
L FS09	WELDER	1.000		1.000	394.121	394.12
E FS5125	120T CRANE	1.000		1.000	945.000	945.00
E FS5106A	CAT 322 EXCAVATOR	1.000		1.000	595.000	595.00
E FS5126	VULCAN 06	1.000		1.000	305.000	305.00
E FS5127	750 CFM AIR COMP	1.000		1.000	330.000	330.00
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M FS5101	SMALL SUPPLY	1.000	LS	1.000	50.000	50.00
M FS5108	14" SQ CONC PILES	79.000	LF	1.000	33.740	2665.46
	REMOVE CASING					
L 02	FOREMAN	1.000		0.500	528.774	264.39
L 03	CRANE OPERATOR	1.000		0.500	457.141	228.57
L 07	PILE DRIVER	1.000		0.500	331.101	165.55
L 09	WELDER	1.000		0.500	394.121	197.06
E 25	120T CRANE	1.000		0.500	995.000	497.50

Item: 03

Sealevel Construction, Inc.

Page: 1

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
E 14	BIG TOOL	1.000		0.500	100.000	50.00
E 14A	SMALL TOOL	1.000		0.500	37.800	18.90
E 15	PICKUP	1.000		0.500	140.000	70.00
M 04	SMALL SUPPLY	1.000	EA	0.500	35.000	17.50
Item Unit Cost : 16,171.58						Item Total Cost : 16,171.58

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	5,286.90	6,817.00	0.00	4,067.68	0.00	0.00
Unit :	5,286.90	6,817.00	0.00	4,067.68	0.00	0.00

Bid Data for Item: 03

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	18,900.00	18,900.00	16,171.58	2,728.42	
Takeoff Qty.	1.00	18,900.00	18,900.00	16,171.58	2,728.42	0.00

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

ITEM : 04
DESCRIPTION : CUT-OFF TEST PILES & DRILL HOLES

U/M : EA
 BID QTY : 2.00
 TO QTY : 2.00
 TOTAL MHS : 32.50
 MHS / UNIT : 16.2500
 UNITS / MH : 0.0615
 CJC :

COST CODE :
 PRODUCTION : Days
 HRS/DAY : 10

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
04	CUT-OFF TEST PILES & DRILL HOLES	EA	2.00	2.00	1.00

Cost Detail for Item 04

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
L 02	FOREMAN	1.000		1.000	528.774	528.77
L 03	CRANE OPERATOR	1.000		0.250	457.141	114.29
L 07	PILE DRIVER	1.000		1.000	331.101	331.10
L 08	LABORER	1.000		1.000	260.081	260.08
E 25	120T CRANE	1.000		0.250	995.000	248.75
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M 04	SMALL SUPPLY	1.000	EA	1.000	35.000	35.00

Item Unit Cost : 897.90

Item Total Cost : 1,795.79

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	1,234.24	526.55	0.00	35.00	0.00	0.00
Unit :	617.12	263.27	0.00	17.50	0.00	0.00

Bid Data for Item: 04

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	2.00	1,050.00	2,100.00	1,795.79	304.21	
Takeoff Qty.	2.00	1,050.00	2,100.00	1,795.79	304.21	0.00

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS ADD TEST PILE
& TEST
Bid Date 01/17/2019
Revised
Location ST. CHARLES PARISH
Contract #

Bid Comments:
}

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS ADD TEST PILE
& TEST

BID SUMMARY

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	6,521.14	31.05%
EQUIPMENT	0.00%	0.00	7,343.55	34.97%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	4,102.68	19.53%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			17,967.37	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			17,967.37	85.55%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		898.37	4.28%
NET PROFIT	10.00%		1,909.26	9.09%
SUBTOTAL:			20,774.99	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		226.82	1.08%
TOTAL MARKUP SPREAD TO ITEMS:			3,034.44	14.45%
		BALANCED BID:	21,001.81	100.00%
		ACTUAL BID:	21,000.00	
		UNBALANCED AMT:	-1.81	
		ACTUAL MARGIN:	3,032.63	
		PROPOSED MARGIN:	3,034.44	
		UNIT MARK-UP ON TOTAL DIRECT COST :	0.1689	
		UNIT MARK-UP ON TOTAL JOB COSTS :	0.1689	
		MARK-UP ON SALES :	0.1445	

2/1/2019 11:49:05 AM

BID SHEET

Page:3

PROJECT : 18267 ELLINGTO

<u>Item</u>	<u>Description</u>	<u>U/M</u>	<u>Bid Qty</u>	<u>T/O Qty</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Margin</u>	<u>Bid Unit</u>	<u>Total Bid</u>	<u>+/-</u>
03	INSTALL 1 PROBE PILE	EA	1.00	1.00	16171.58	16171.58	18902.74	18900.00	18900.00	2728.42
04	CUT-OFF TEST PILES	EA	2.00	2.00	1795.79	897.90	1049.54	1050.00	2100.00	304.21
TOTALS:					17967.37				21000.00	3032.63

PROJECT : 18267 ELLINGTO

Item	Description	Labor Unit Total	Equip Unit Total	Rental Unit Total	Material Unit Total	Subcont Unit Total	Other Unit Total
03	INSTALL 1 PROBE PILE & C	5286.90	6817.00	0.00	4067.68	0.00	0.00
04	CUT-OFF TEST PILES & DRI	617.12	263.27	0.00	17.50	0.00	0.00
	TOTALS:	1234.24	526.55	0.00	35.00	0.00	0.00
		6521.14	7343.55	0.00	4102.68	0.00	0.00

SECTION 00805

WORK CHANGE DIRECTIVE

No. 4

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Delete remote stainless-steel fuel fill/spill container at generator from project scope of work.

Attachments: (List documents supporting change) Cost Proposal from the Contractor

Purpose for Work Change Directive:

The generator fuel tank is out-fitted with an anti-spill container which drains back to the generator fuel tank and is equipped with an overfill protection valve and a male Cam Lock hose connection fitting. This eliminates the requirement for the remote fuel fill/spill container at the generator fuel tank.

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *(check one)*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 4,500 decrease
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>General Project Manager</u>	Title: <u>PRESIDENT</u>
Date: <u>03/28/19</u>	Date: <u>4-23-19</u>	Date: <u>4/15/19</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: _____ Date: _____


Title: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 SPILL CONTAINER DELETE
Description: SPILL CONTAINMENT DELETE

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 SPILL CONTAINER DELETE	1.000	LS	-4,500.00	-\$4,500.00
			TOTAL BID:	-\$4,500.00

Signature: 
Richard J Roth, President

PROJECT : 18267 SPILL CONTAINER DELETE

Description SPILL CONTAINMENT DELETE
 Bid Date
 Revised
 Location
 Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	-68.94	1.51%
EQUIPMENT	0.00%	0.00	-5.67	0.12%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	-3,887.80	84.95%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			-3,962.41	86.58%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			-3,962.41	86.58%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		-198.12	4.33%
NET PROFIT	10.00%		-416.05	9.09%
SUBTOTAL:			-4,576.59	100.00%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		0.00	0.00%
TOTAL MARKUP SPREAD TO ITEMS:			-614.17	13.42%
		BALANCED BID:	-4,576.59	100.00%
		ACTUAL BID:	-4,500.00	
		UNBALANCED AMT:	76.59	
		ACTUAL MARGIN:	-537.59	
		PROPOSED MARGIN:	-614.17	
		UNIT MARK-UP ON TOTAL DIRECT COST :		0.1550
		UNIT MARK-UP ON TOTAL JOB COSTS :		0.1550
		MARK-UP ON SALES :		0.1342

PROJECT :
18267 SPILL CONTAINER

ITEM SHEET COSTS
AS SHOWN

Date : 3/15/2019 11:11:22 A

ITEM : 01
DESCRIPTION : SPILL CONTAINER DELETE

U/M : LS
 BID QTY : 1.00
 TO QTY : 1.00
 TOTAL MHS : -3.00
 MHS / UNIT : -3.0000
 UNITS / MH : -0.3333
 CJC :

COST CODE :
 PRODUCTION : Days
 HRS/DAY : 12

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
01	SPILL CONTAINER DELETE	LS	1.00	1.00	1.00

Cost Detail for Item 01

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
L 02	FOREMAN	-1.000		0.125	397.728	-49.72
L 05	LABORER	-1.000		0.125	153.811	-19.23
E 14A	SMALL TOOL	-1.000		0.125	45.360	-5.67
M 04	SMALL SUPPLY	-1.000	EA	1.000	37.800	-37.80
M 05	SPILL CONTAINER	-1.000	LS	1.000	3850.000	-3850.00

Item Unit Cost : -3,962.41

Item Total Cost : -3,962.41

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	-68.94	-5.67	0.00	-3,887.80	0.00	0.00
Unit :	-68.94	-5.67	0.00	-3,887.80	0.00	0.00

Bid Data for Item: 01

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	1.00	-4,500.00	-4,500.00	-3,962.41	-537.59	
Takeoff Qty.	1.00	-4,500.00	-4,500.00	-3,962.41	-537.59	0.00

SECTION 00805

WORK CHANGE DIRECTIVE

No. 5

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Revise four rake motors and associated control panel starter equipment from 120v/1ph/60hz to 480v/3ph/60hz in project scope of work.

Attachments: (List documents supporting change) 10475-0323 Cost Proposal from the Contractor

Purpose for Work Change Directive:

The specification for four rake motors was revised per SCP request from 120v/1ph/60hz to 480v/3ph/60hz for the project scope of work.

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ 4,220 increase
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Senior Project Manager</u>	Title: <u>PRESIDENT</u>
Date: <u>03/20/19</u>	Date: <u>4-23-19</u>	Date: <u>4/15/19</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

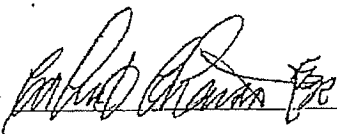
Proposal

From: SEALEVEL CONSTRUCTION INC.
 P.O. Box 1037
 Thibodaux, LA 70302
 Phone: 985.448.0970
 Fax: 985.448.0922

Project: 18267 ELLINGTON REVISE RAKE
 Description: 18267 ELLINGTON REVISE RAKE MOTORS

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01	REVISED RAKE MOTORS FROM 120/1/60 TO 208/3/60 480/3/60	1.000	LS	4,220.00	\$4,220.00
				TOTAL BID:	\$4,220.00

Signature: _____



Richard J Roth, President

NOTE: THERE WILL BE NO ADDITIONAL COST INCREASE TO UPGRADE THE ELECTRIC MOTORS TO FROM 208/3/60 TO 480/3/60 & TO UPGRADE THE GEAR BOX TO 16.56 GEARS PER SCP REQUEST



PROJECT :
18267 ELLINGTON REVI

ITEM SHEET COSTS
AS SHOWN

Date : 2/15/2019 11:02:06 A

ITEM : 01
DESCRIPTION : REVISED RAKE MOTORS FROM 120/1/60 TO 208 /3/60
COST CODE : 5300
PRODUCTION : Days
HRS/DAY : 10

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 2.50
MHS / UNIT : 2.5000
UNITS / MH : 0.4000
CJC :

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
01	REVISED RAKE MOTORS FROM 120/1/60	LS	1.00	1.00	1.00

Cost Detail for Item 01

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
L 01	SUPERINTENDENT	1.000		0.250	568.161	142.04
S 007	RODRIGUE ELEC SUB	0.323	LS	1.000	1000.000	323.00
M 5001	REVISED MOTORS	4.000	EA	1.000	786.500	3146.00

Item Unit Cost : 3,611.04

Item Total Cost : 3,611.04

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	142.04	0.00	0.00	3,146.00	323.00	0.00
Unit :	142.04	0.00	0.00	3,146.00	323.00	0.00

Bid Data for Item: 01

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	1.00	4,220.00	4,220.00	3,611.04	608.96	
Takeoff Qty.	1.00	4,220.00	4,220.00	3,611.04	608.96	0.00

2/15/2019 11:02:16 AM

JOB TOTALS

Page:1

PROJECT : 18267 ELLINGTON REVISE RAKE MOTORS

Description 18267 ELLINGTON REVISE RAKE MOTORS

Bid Date

Revised

Location ST. CHARLES PARISH

Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	142.04	3.37%
EQUIPMENT	0.00%	0.00	0.00	0.00%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	3,146.00	74.53%
SUBCONTRACT	0.00%	0.00	323.00	7.66%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			3,611.04	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			3,611.04	85.56%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		180.55	4.28%
NET PROFIT	10.00%		383.72	9.09%
SUBTOTAL:			4,175.31	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		45.59	1.08%
TOTAL MARKUP SPREAD TO ITEMS:			609.86	14.45%
BALANCED BID:			4,220.90	100.00%
ACTUAL BID:			4,220.00	
UNBALANCED AMT:			-0.90	
ACTUAL MARGIN:			608.96	
PROPOSED MARGIN:			609.86	
UNIT MARK-UP ON TOTAL DIRECT COST	:			0.1689
UNIT MARK-UP ON TOTAL JOB COSTS	:			0.1689
MARK-UP ON SALES	:			0.1445

RODRIGUE'S ELECTRIC, INC.
 1453 TIGER DRIVE
 THIBODAUX, LA 70301-6096

QUOTATION

Quote Number: 3091
 Quote Date: Feb 6, 2019
 Page: 1

Voice: (985) 447-2164
 Fax: (985) 447-2144

Quoted To:
SEALEVEL CONSTRUCTION, INC. P.O. BOX 1037 THIBODAUX, LA 70302

Job Description:
EXTRA - ELLINGTON PUMP STATION CHANGE MOTORS FROM SINGLE PHASE TO 3 PHASE

Customer ID:	Good Thru:	Payment Terms:	Sales Rep:
SEACON	3/8/19	Net 30 Days	LCA

Quantity	Item	Description	Unit Price	Amount
800.00	W-053	10 THHN STRANDED WIRE	0.27	216.00
1.00		SQD 3P 40A BOLT ON BREAKER	106.65	106.65

Subtotal	322.65
Sales Tax	
TOTAL	322.65

Accepted By: _____ Date _____
 Signature

Corbert Chaisson

From: Jeff Leedy <jl@fluidprocess.net>
Sent: Friday, February 15, 2019 10:38 AM
To: Corbert Chaisson
Cc: James Swindle (james@djmachinery.net)
Subject: Ellington Pump Station - Rake Motor Changes

Corbert,

We could change all four (4) motors and associated control panel starter equipment from 120/1/60 to 208/3/60 service for a total add of \$ 2,860.00.

If this change can be approved in the next week it will not add to the submittal completion date.

Please let me know and feel free to call should you wish to discuss.

Thanks,

Jeff Leedy



Fluid Process & Pumps, LLC
 504-733-1330 tel
www.fluidprocess.net

From: Corbert Chaisson [mailto:cchaisson@sealevelinc.com]
Sent: Tuesday, February 5, 2019 3:42 PM
To: Jeff Leedy
Subject: Ellington Pump Station - Rake Motor Changes

Jeff,

Please look into the COST of changing the rake motors from 120v, 1 phase to 208v 3 phase. Please advise what delay that would cause for submittals.



**SEALEVEL
CONSTRUCTION**

INTEGRITY • INNOVATION • PERFORMANCE

Corbert Chaisson
 Project Manager
 1087 Hwy 3188
 Thibodaux, La 70301
 Office: (985) 448-0970
 Cell: (985) 665-3608
 Fax: (985) 448-0922
Sealevelinc.com
 714 820 6444

2019-0164

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting.

WHEREAS, Ordinance No. 16-7-7, adopted July 18, 2016 by the St. Charles Parish Council approved a Professional Services Agreement with GCR Inc. to provided professional services in the acquisition of servitudes and fee simple parcels; and,

WHEREAS, Ordinance No. 18-7-15, adopted July 23, 2018 by the St Charles Parish Council, amended Ordinance 16-7-7 to include work on title research and legal coordination for expropriation and to increase the contract time in one (1) year increments up to three (3) years; and,

WHEREAS, the current Professional Services Agreement, as amended, is to expire on July 20, 2019 and professional services are still required; and,

WHEREAS, Public Works desires to expand upon Parish Project No P080802 Montz Master Drainage Plan Implementation necessitating a new Professional Services Agreement with GCR Inc.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2019, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the _____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **GCR Inc.**, a Louisiana Corporation acting herein and through its Senior Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P080802 Montz Master Drainage Plan Implementation.**

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services. Individual Requests for Proposals for varying tasks, but within the Scope of Services, shall also be taken into consideration.

- b. SCOPE OF SERVICES:

To provide professional services regarding permitting and the acquisitions of various land rights for Public Works Project **P080802 Montz Master Drainage Plan Implementation.**

Work required includes, but is not limited to:

- Attending project meetings.
- Coordinating title and tax research, surveys, appraisals and appraisal reviews.
- Assisting the OWNER with landowner meetings, negotiations, and closings.
- Preparing permit drawings.
- Coordinating with various State/Federal Agencies to obtain permits/agreements as needed.
- Coordinating with various private industries (Kansas City Southern Railway, Entergy, etc.) as needed.
- Assisting the OWNER in potential wetlands delineation and mitigation.
- Assisting in renewing existing permits for the area.
- Coordinating with OWNER'S legal representation as needed to acquire real estate interests.
- Supporting the OWNER in expropriation of properties as needed.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of four (4) years starting on the date written hereinabove.
- b. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is at an hourly rate according to EXHIBIT A: HOURLY BILLABLE RATES BY CLASSIFICATION plus related direct expenses to be billed at cost and substantiated with receipts and appropriate documentation.
- b. Total compensation for the completion of the Scope of Services described in Section 2.b., shall not exceed \$120,000.00 in total of all requested tasks.
- c. Such payment is to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER with all required deliverables.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.
- c. CONSULTANT shall invoice OWNER the time and materials amount incurred up to the receipt of written notice of termination.
- d. In no event shall the fee exceed what is set forth in Section 4.b. of the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.

- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

ST. CHARLES PARISH

By: Mr. Larry Cochran.
Parish President

ATTEST

GCR Inc.

By: Mona Nosari
Senior Vice President

EXHIBIT A



GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122
UNO Research & Technology Park
Advanced Technology Center
TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.GCRincorporated.com

HOURLY BILLABLE RATES BY CLASSIFICATION

Program Manager	\$185.00
Senior GIS/Mapping Technician	\$125.00
Senior Real Estate Specialist	\$115.00
Senior Planner	\$115.00
Real Estate Specialist	\$ 95.00
Planner	\$ 95.00
GIS/Mapping Technician	\$ 95.00
Graphics Specialist	\$ 85.00
Abstractor	\$ 85.00
Junior Real Estate Specialist	\$ 75.00
Administrative/Clerical	\$ 60.00

Reimbursable Expenses including but not limited to Clerk of Court copy fees, mileage, courier fees, recordation fees, permit application fees, certified mailing fees, and any other fees required in the delivery and execution of services. All direct expenses will be billed at cost no overhead and substantiated with receipts.

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions by adding the following after the 3rd section paragraph: "Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions".

WHEREAS, the Code of Ordinances contains Section 1-2. Rules of construction and definitions; and,

WHEREAS, the first section paragraph states "In the construction of this Code, and of all ordinances, the rules and definitions set out in this section shall be observed, unless such construction would be inconsistent with the manifest intent of the parish council. The rules of construction and definitions set out herein shall not be applied to any section of this Code which shall contain any express provisions excluding such construction, or where the subject matter or context of such section may be repugnant thereto"; and,

WHEREAS, the second section paragraph states "Generally. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the parish council may be fully carried out"; and,

WHEREAS, the third section paragraph states "In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than another more general provision imposed by the Code or other law, the provision imposing the greater restriction or regulation shall be deemed to be controlling".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions be hereby amended by adding the following after the 3rd section paragraph as follows with new text underlined and deleted text in ~~strikethrough~~:

"Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions."

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

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

2019-0165 amend Chapter 1 Sec 1-2 enforce SCP codes (5-13-19)(L_5-20-19)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2019-0166

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
RESOLUTION NO. _____

A resolution calling for the Chairman of the Council to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the matters noted in the two "Special Matters To Be Considered By Council" which have appeared in the March 11 and May 20, 2019 council meeting agendas, both pertaining to the apparent Misuse of Public Equipment on Private Property.

WHEREAS, Council Rule 32 states *"The Council may authorize the appointment of special committees by an affirmative vote of at least five (5) of its members. At each Organizational Meeting of a new term and at the first regular meeting in January annually thereafter, the Chairman of the Council shall name a Councilman to act as Chairman of each committee and give instructions as to the committee's responsibilities and when it is to report. The Council may discharge the committee by an affirmative vote of at least five (5) of its members"*; and,

WHEREAS, at the March 11, 2019 parish council meeting and the May 20, 2019 parish council meeting, the following Special Matters To Be Considered By Council was read by the Council Chairman; "Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward"; and,

WHEREAS, at the May 20, 2019 parish council meeting, the following Special Matters To Be Considered By Council was read without further discussion by the Council Chairman; "Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1936 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property"; and,

WHEREAS, it is the desire of the St. Charles Parish Council that there be the appointment of a Special Committee to investigate these matters and to provide a report to the Council through its secretary.

NOW, THEREFORE BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby call for the Chairman of the Council to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the matters noted in the two "Special Matters To Be Considered By Council" which have appeared in the March 11 and May 20, 2019 council meeting agendas, both pertaining to the apparent Misuse of Public Equipment on Private Property.

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

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

2019-0166 Create Special Committee (05-22-19) (1_06-03-19)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2019-0167

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
RESOLUTION NO. _____

A resolution authorizing and calling for the Parish Council to conduct a formal investigation into the two "Special Matters To Be Considered By Council" which have appeared on the May 20, 2019 council meeting agenda regarding the misuse of public equipment on private property, pursuant to the Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv.

WHEREAS, Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv. states *"Make investigation of Parish affairs and make inquiries into the conduct of any department, office, agency or special district of the Parish, including the investigation of the accounts, records and transactions of the department, office, agency or special district; and for the purpose of investigation, subpoena witnesses, administer oaths, take testimony and require the production of books, papers and other evidence; and any person who fails or refuses to obey any lawful order of the Council shall, upon conviction, be punished in such manner as the Council shall fix by ordinance"*; and,

WHEREAS, at the March 11, 2019 parish council meeting, the following Special Matters To Be Considered By Council were read by the Council Chairman; "Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana"; and,

WHEREAS, at the May 20, 2019 parish council meeting, the following Special Matters To Be Considered By Council was read by the Council Chairman; "Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward"; and,

WHEREAS, at the May 20, 2019 parish council meeting, the following Special Matters To Be Considered By Council was read by the Council Chairman; "Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1936 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property"; and,

WHEREAS, it is the desire of the Parish Council that an investigation be conducted by the Parish Council, and should its finding determined that improper activity occurred, that the Parish President attend a Special Meeting of the council to discuss the matter at a meeting to be held within 3 weeks after the findings are provided to the Parish President.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby call for the Parish Council to conduct a formal investigation into the two "Special Matters To Be Considered By Council" which have appeared on the May 20, 2019 council meeting agenda regarding the misuse of public equipment on private property, pursuant to the Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv.

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

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

2019-0167 Request for Council to Investigate Misuse of Public Equipment (5-22-19)_8-3-19

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2019-0129

RESOLUTION NO. _____

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

WHEREAS, There exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION**; due to the expiration of the term of Mr. Billy B. Booth on May 31, 2019; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____

is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District V Representative; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **IMMEDIATELY** and shall expire **MAY 31, 2023**.

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

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

APPOINT P & Z. 5

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2019-0156

RESOLUTION NO. _____

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2019 through June 2020.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is required to select a newspaper to serve as Official Journal to publish the Official Proceedings of the Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING AUTHORITY OF SAID PARISH:

SECTION I. That the Parish Council hereby appoints

as the Official Journal for the period of June 2019 through June 2020.

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

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

OFFICIAL JOURNAL APPT.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

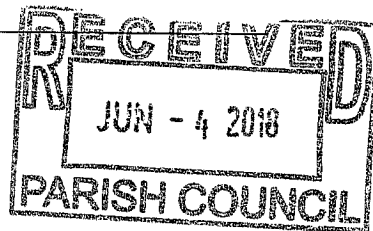
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

Opened



June 4, 2018

To: St. Charles Parish Council

The St Charles Herald-Guide hereby offers a firm rate for providing the advertising service as your Official Journal for twelve months beginning July 1, 2018. The rates are as follows:

\$2.96 per column inch for advertising the newspaper must set into type
\$2.46 per column inch for advertising the newspaper can scan

These rates comply with the maximum \$6 per 100-word rate set forth by the law of the State of Louisiana for Official Journals. It has been a pleasure to serve as your Official Journal, and we look forward for the opportunity to continue our relationship.

Sincerely,

Jonathan Menard
Publisher
St. Charles Herald-Guide



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

MEMORANDUM

DATE: JANUARY 24, 2019

TO: MR. LARRY COCHRAN
PARISH PRESIDENT

FROM: PAUL J. HOGAN, PE 
COUNCILMAN-AT-LARGE, DIVISION B

RE: USE OF PUBLIC EQUIPMENT ON PRIVATE PROPERTY

On July 1, 2018, a Public Works Department manlift, having Parish Tag 00000010082 was used by Parish employee Mr. Mike Ford to cut a tree down to its trunk on the private property located at 404 Early Street in Paradis that is owned by his nephew, Mr. James Ford, Jr. I filed a complaint with the St. Charles Parish Sheriff's Office regarding this activity which violates the Louisiana Constitution and which Mr. Mike Ford was well aware was improper after having recently attended an ethics training class which discussed such prohibited activities. Incident No. G-00039-18 was assigned to the complaint by the responding officer. An incident Report was subsequently prepared by the officer noting what he was advised and witnessed. Detective Donnie Smith investigated the matter and presented his finding to District Attorney Joel T. Chaisson, II. In an e-mail dated October 1, 2018, Detective Smith advised the following:

"In regards to the matter in Paradis, under SCSO Item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward."



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

MEMORANDUM

DATE: JANUARY 24, 2019

TO: MR. LARRY COCHRAN
PARISH PRESIDENT

FROM: PAUL J. HOGAN, PE 
COUNCILMAN-AT-LARGE, DIVISION B

RE: USE OF PUBLIC EQUIPMENT ON PRIVATE PROPERTY

On July 1, 2018, a Public Works Department manlift, having Parish Tag 00000010082 was used by Parish employee Mr. Mike Ford to cut a tree down to its trunk on the private property located at 404 Early Street in Paradis that is owned by his nephew, Mr. James Ford, Jr. I filed a complaint with the St. Charles Parish Sheriff's Office regarding this activity which violates the Louisiana Constitution and which Mr. Mike Ford was well aware was improper after having recently attended an ethics training class which discussed such prohibited activities. Incident No. G-00039-18 was assigned to the complaint by the responding officer. An incident Report was subsequently prepared by the officer noting what he was advised and witnessed. Detective Donnie Smith investigated the matter and presented his finding to District Attorney Joel T. Chaisson, II. In an e-mail dated October 1, 2018, Detective Smith advised the following:

"In regards to the matter in Paradis, under SCSO Item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward."

JANUARY 24, 2019
PAGE 2

Attached are documents and pictures relating to this abuse.

Please provide the Parish Council with a full report regarding this matter. In the report, please address at a minimum: when the machine was delivered for use, who delivered it, who authorized and approved it to be delivered and used on private property or was the machine just in the neighborhood for Parish purposes and it was commandeered by Mr. Mike Ford without any approval to do so, who was the African American individual who drove the machine from 404 Early Street to where it was parked for pick up on Scott Street, the penalty that has or that will be issued to all Parish employees who participated in any manner with respect to this abuse of public property for private gain, and the actions that have or that will be taken to prevent such abuse in the future.

Please provide written confirmation of your receipt of this letter and advise of the date by which you expect to provide the Council with the requested report.

PJH/MI:609ag

Attachments

cc: Parish Council
Mr. Robert Raymond, Legal Services Director w/attachments
Mr. Billy Raymond, Chief Administrative Officer w/attachments
Mr. Clayton Fauchaux, Public Works/Wastewater Director
w/attachments
Honorable Jeff Landry, Louisiana Attorney General w/attachments
Honorable Joel T. Chaisson, II, District Attorney w/attachments
Ms. Anna Thibodeaux, Herald-Guide w/attachments
Mr. Nick Reimann, The Advocate w/attachments

Layers

Identify

Search

Search History

Clear

Draw (beta)

Buffer

Measure

Print

Help

THE DISC OF THE PROTESTANT

EXEMP

Print Labels

Export

Close

Parcels
401900J0002C

Pictometry Sireel View
Assessment Number: 401900J0002C

Owner Name: FORD, JAMES TERRANCE, JR.

Owner Address: 404 EARLY ST.

Owner City/State/ZIP: PARADIS LA 70080-0000

Parcel Address:
Lot: 2C
Block: J
Subdivision: PARADIS, TOWN OF-
LETTERED BLKS
Legal Description:
Acres: 0

Print Info | Details

X

406 406 Early St

TREE



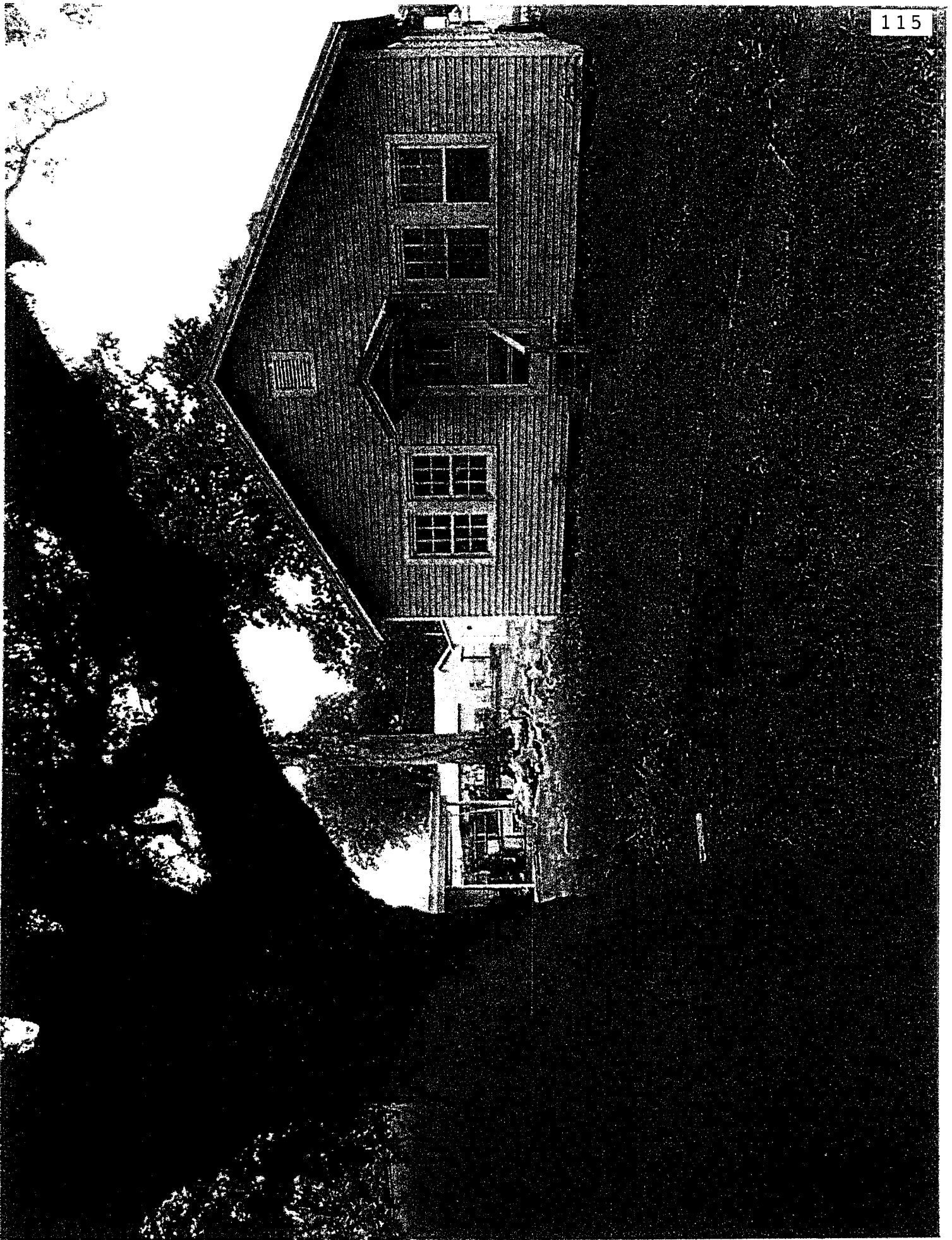
JAMES FORD
404 EARLY ST.

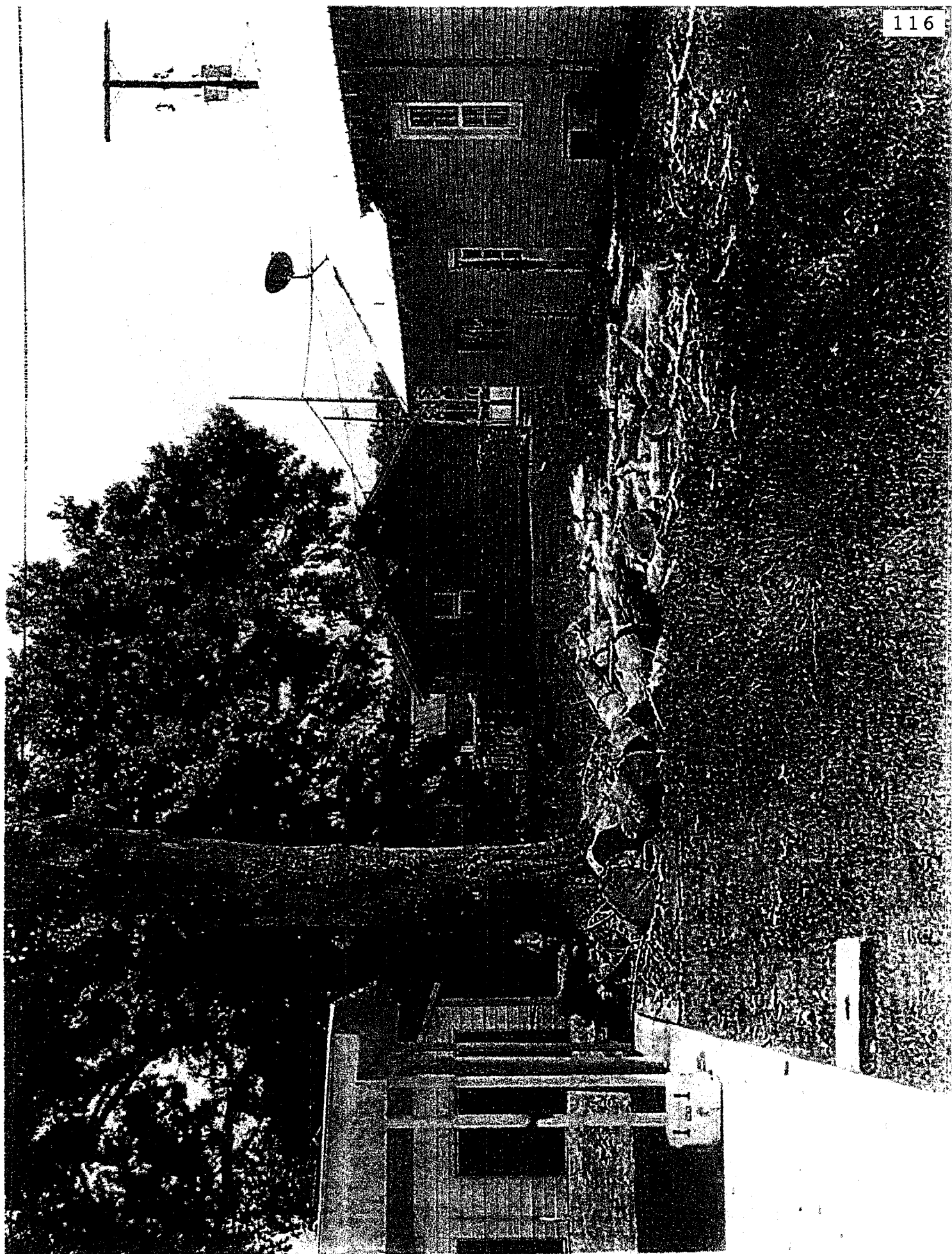
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Google

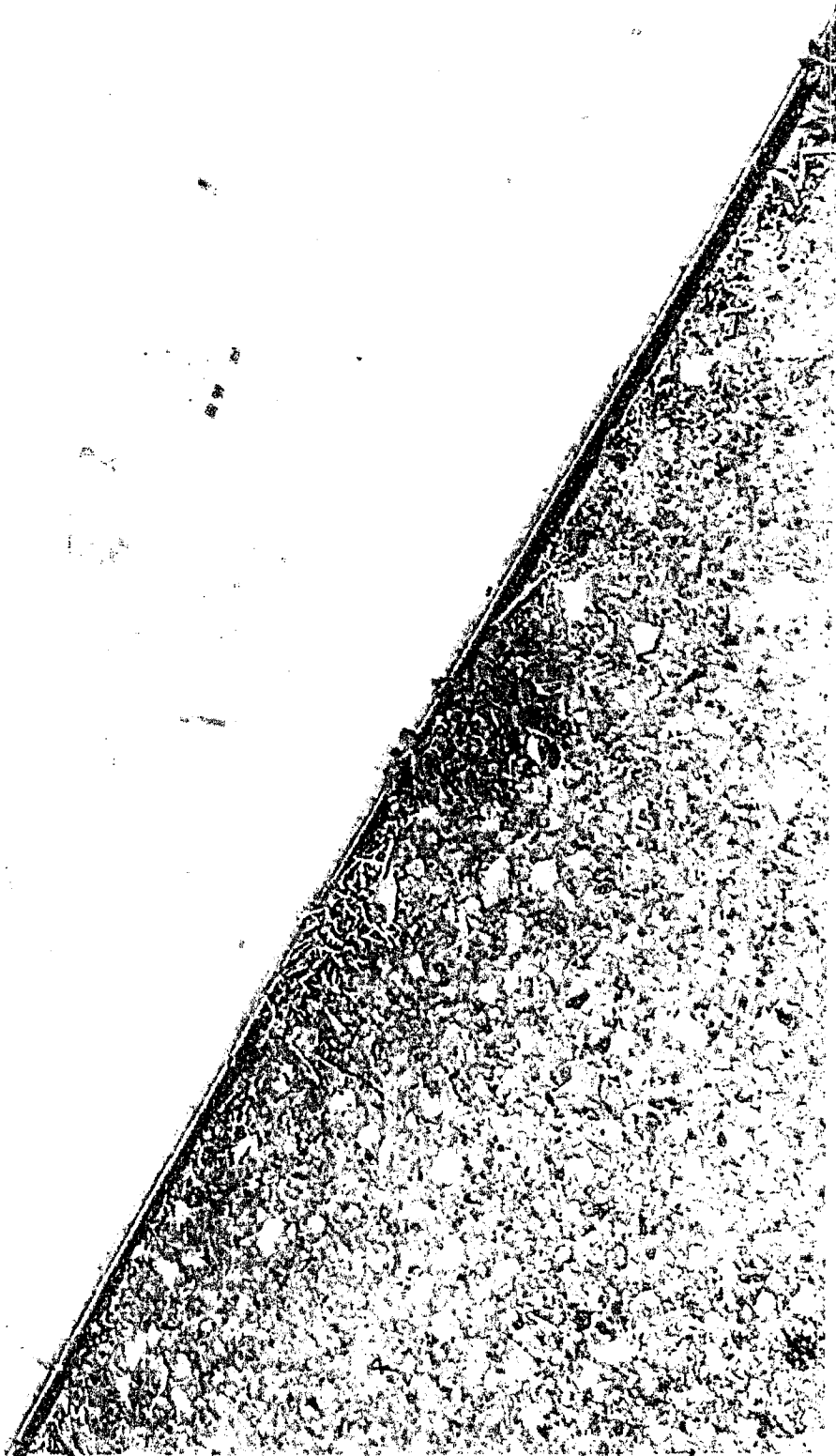
114

29°52'43.14" N 80°26'05.45" W elev 7 ft







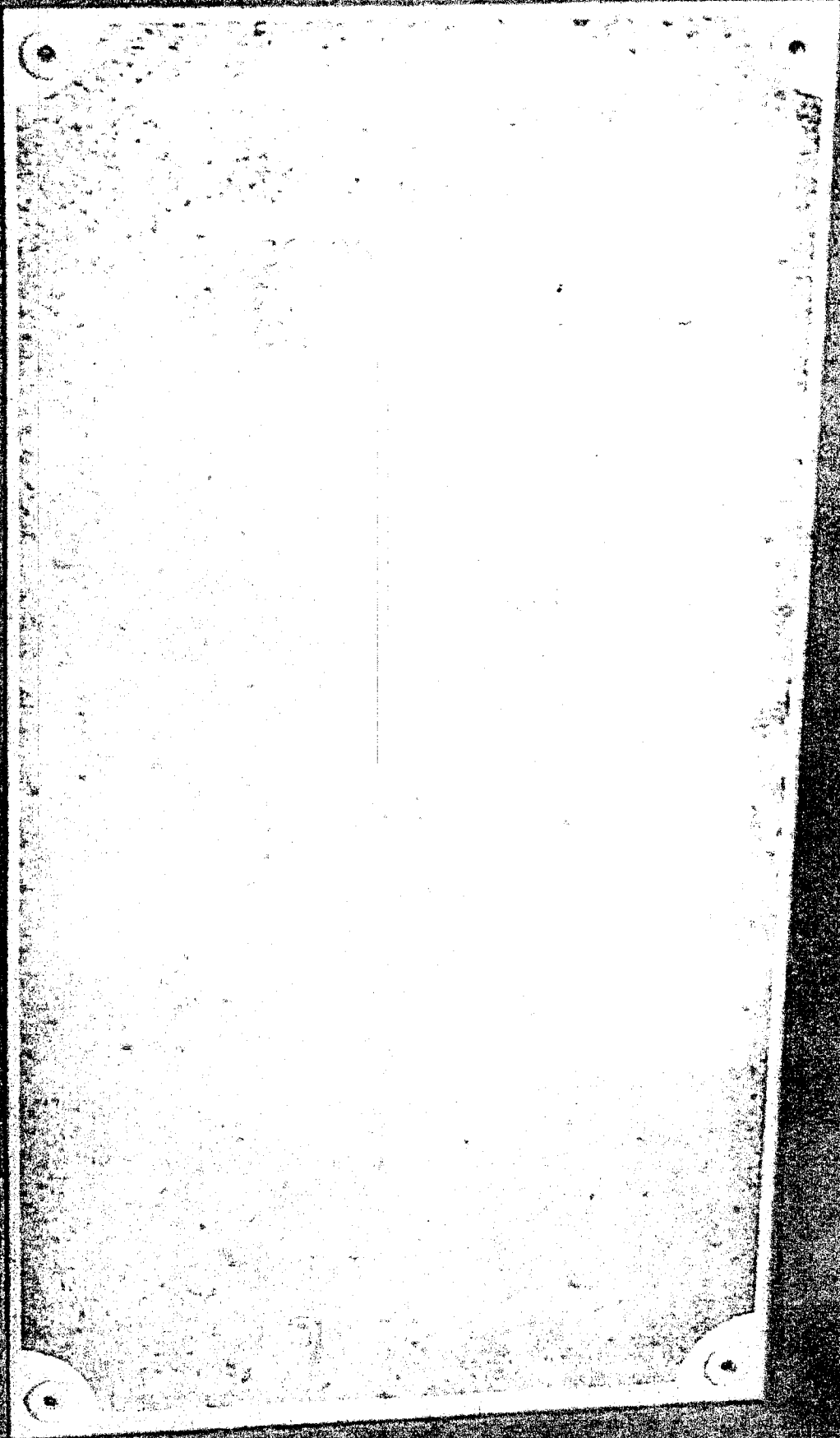


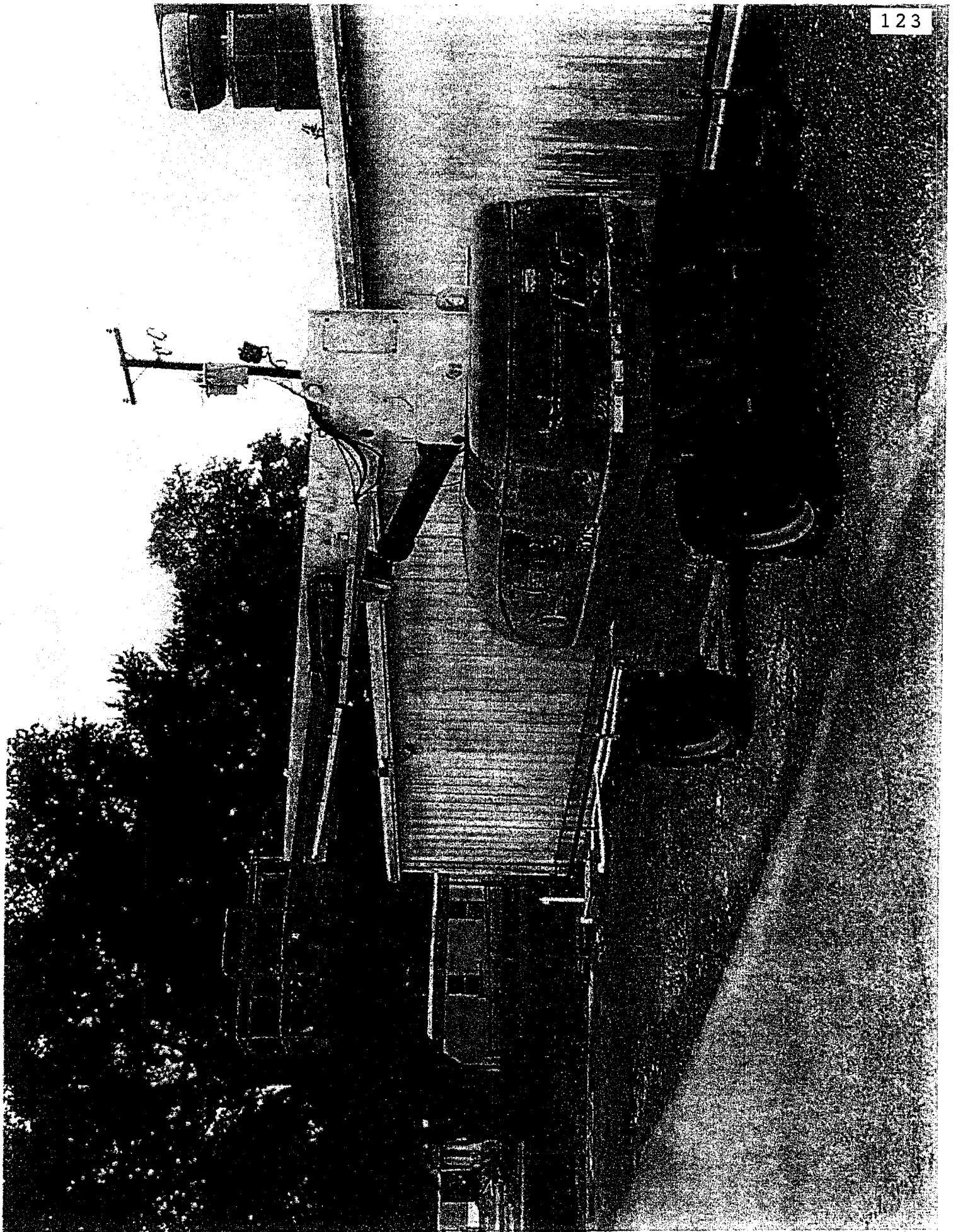


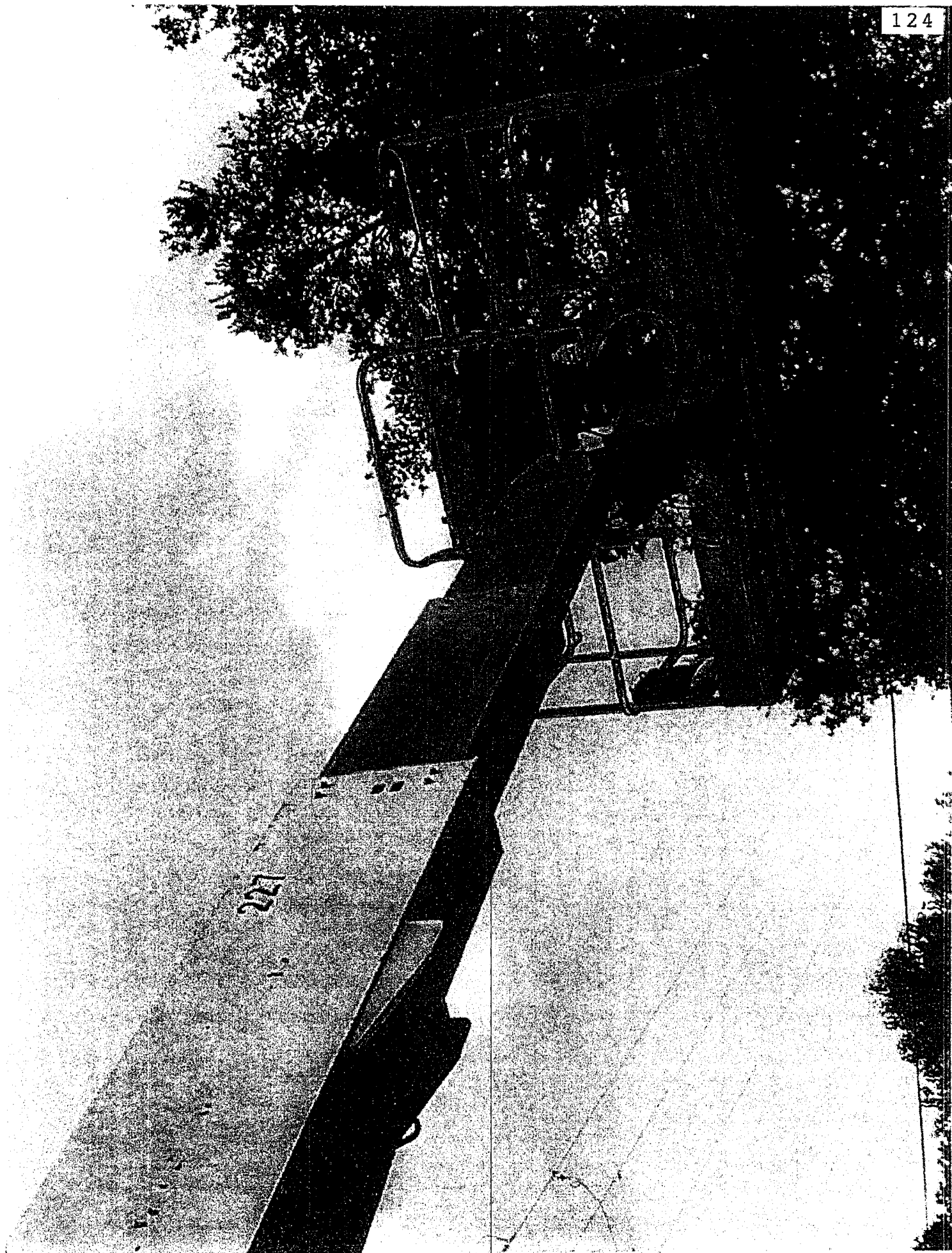
FRANCIS J. CHARLES

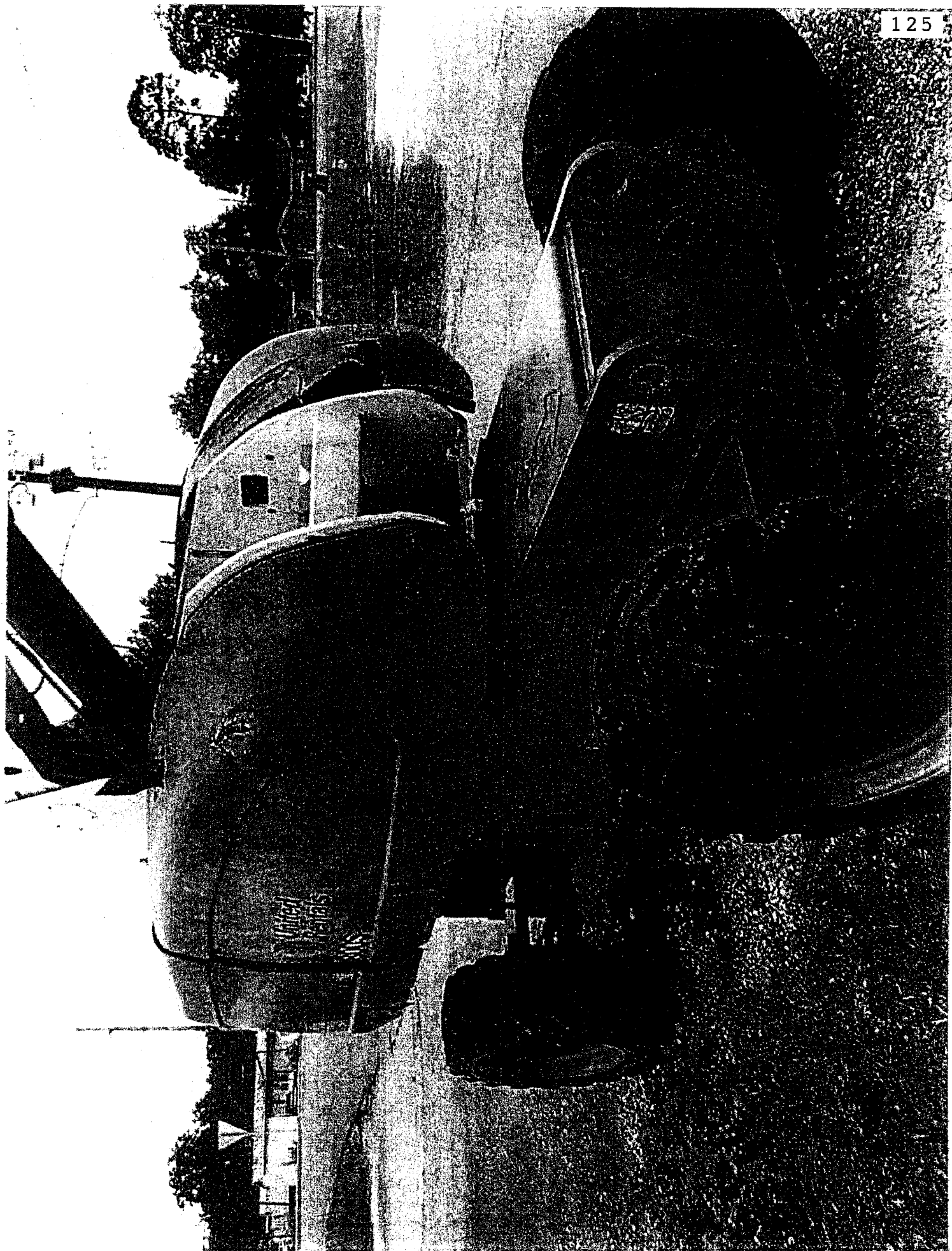


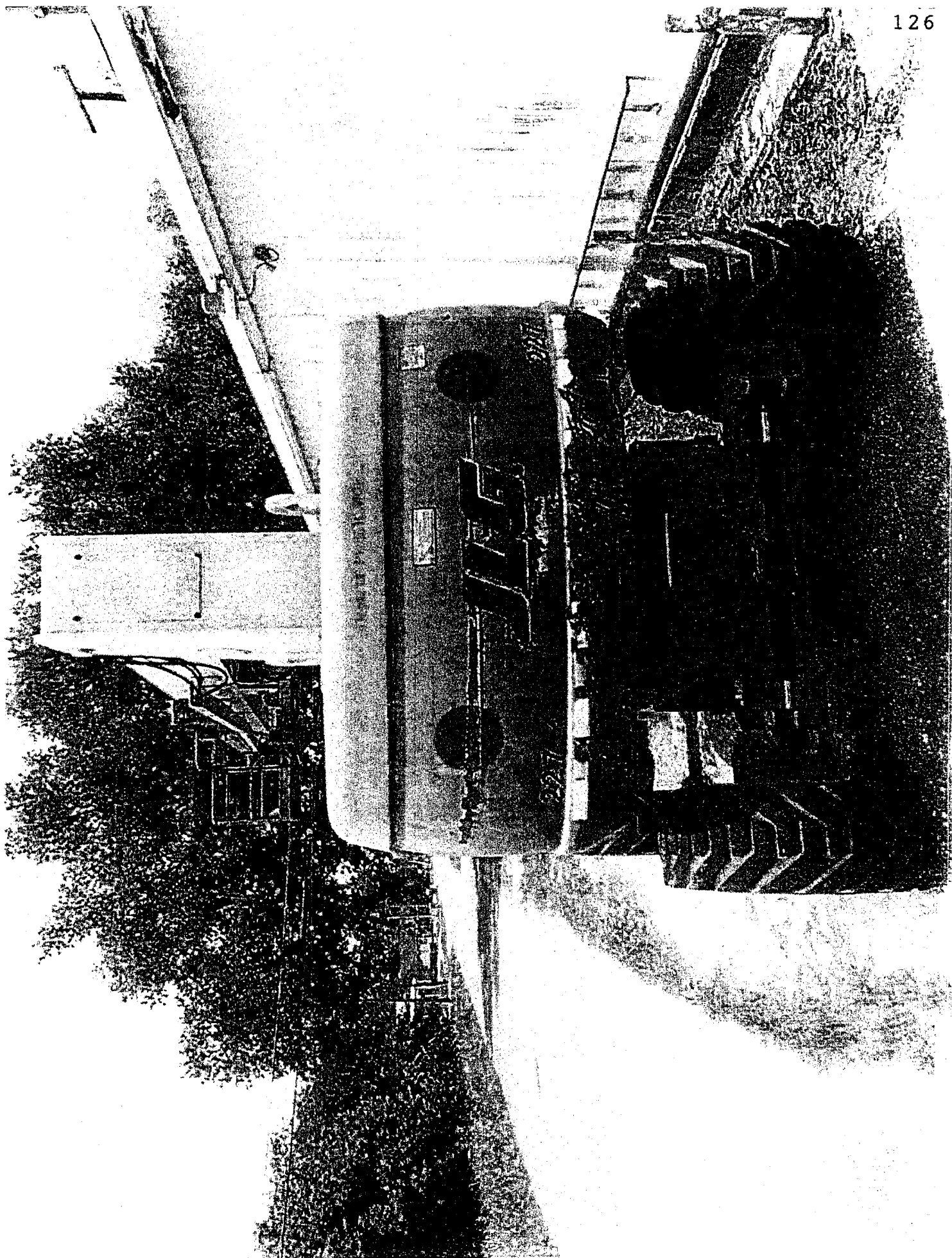
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St. Charles Parish Sheriff's Office



Incident No.: G-00039-18 **Investigating**
Type of Report: Complaint **Officer:** J. Alvarez
Date of Occurrence: 7/1/18 **District:** 14A

After 7-10 days, the report(s) concerning this investigation may be obtained at the SCSO Records Division, third floor, Hahnville Courthouse, Hahnville, Louisiana.

Call Records at (985) 783-6237 between the hours of 8:30 a.m. - 4:00 p.m., Monday through Friday, except holidays, to ascertain if your report has been received by this office.

All reports are subject to a fee. Contents of the reports will not be released over the phone.

Victims of Crime may be eligible for certain rights and receive protection under Louisiana law. To determine eligibility, call the SCSO Criminal Victims Assistance Division at (985) 783-6230.

Please fill out a brief survey at www.stcharlessheriff.org/343/Public-Survey

ST. CHARLES PARISH SHERIFF'S OFFICE
INCIDENT REPORT

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LA0450000	Signal	Rep Area	Item #	Report Type	Date	Time
	21	1525	G-00039-1B	INITIAL	01-JUL-2018	1340
Day of Wk.	Begin Date	Begin Time	End Date	End Time	Location of Offense	
SUN	01-JUL-2018	1340			HWY 90 AND SCOTT LN DES ALLEMANS 70030	

Reporting Officer	Responding Detective	Supervisor
JOSE ALVARENGA		
PR: 949 BP: 110D	PR: BP:	PR: BP:
Arrived: 011349	Notified:	Notified:
Completed: 011412	Arrived:	Arrived:

G-00039-1B

UCR

REPORTING PERSON

Name: PAUL HOGAN Race: WHITE Sex: MALE
 DOB: Age: Employer/School: ST CHARLES PARISH GOVERNMENT
 Address: 222 DOWN THE BAYOU RD Address:
 City/ST/Zip: DES ALLEMANS, LA 70030 City/ST/Zip:
 Social Security # Drivers Lic # D.L. State Home Phone: (985) 306-0085
 Work Phone:
 Identify Suspect? Voluntary Statement? YES Cell Phone: (504) 615-4862

VICTIM

Victim Sequence Number: 1 Type: OTHER For Insurance Purposes?
 Name:
 Address:
 City/ST/Zip:
 Social Security # Drivers Lic # D.L. State Home Phone:
 Work Phone:
 Cell Phone: ()--

OFFENSE

Offense Sequence Number: 1 Victim: 1 Suspect: 1
 R.S. Number: SIG 21 Title: MISC. COMPLAINT
 Attempted/Completed: COMPLETED Location Type: OTHER/UNKNOWN Number of Premises:
 Criminal Activity 1: OTHER Weapon/Force Type 1: NONE

SUSPECT

None

ADDITIONAL WITNESS

PROPERTY

Property Owner or Property recvd from: W 1 Desc. Code: 77 - OTHER
 Loss Type: 1 - NONE Quantity: 1 Value: \$1 Insured:
 Owner-applied Number: Make:
 Model: Serial Number:
 Description: DIGITAL PHOTOGRAPHS Date Recovered: 01-JUL-2018
 Recovery Address: MULTIPLE City/ST/Zip: DES ALLEMANS, LA 70030

**ST. CHARLES PARISH SHERIFF'S OFFICE
INCIDENT REPORT**

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NARRATIVE

Time Stamp: 07/01/2018 15:36

Written By: JOSE ALVARENGA

ON 07/01/2018 AT APPROXIMATELY 1340 HOURS, SGT. JOSE A. ALVARENGA, RESPONDED TO A COMPLAINT IN REFERENCE TO PARISH EQUIPMENT BEING USED ON PRIVATE PROPERTY. THE COMPLAINANT, MR. PAUL HOGAN REQUESTED TO MEET AT THE CORNER OF HWY 90 AND SCOTT LANE IN DES ALLEMANDS.

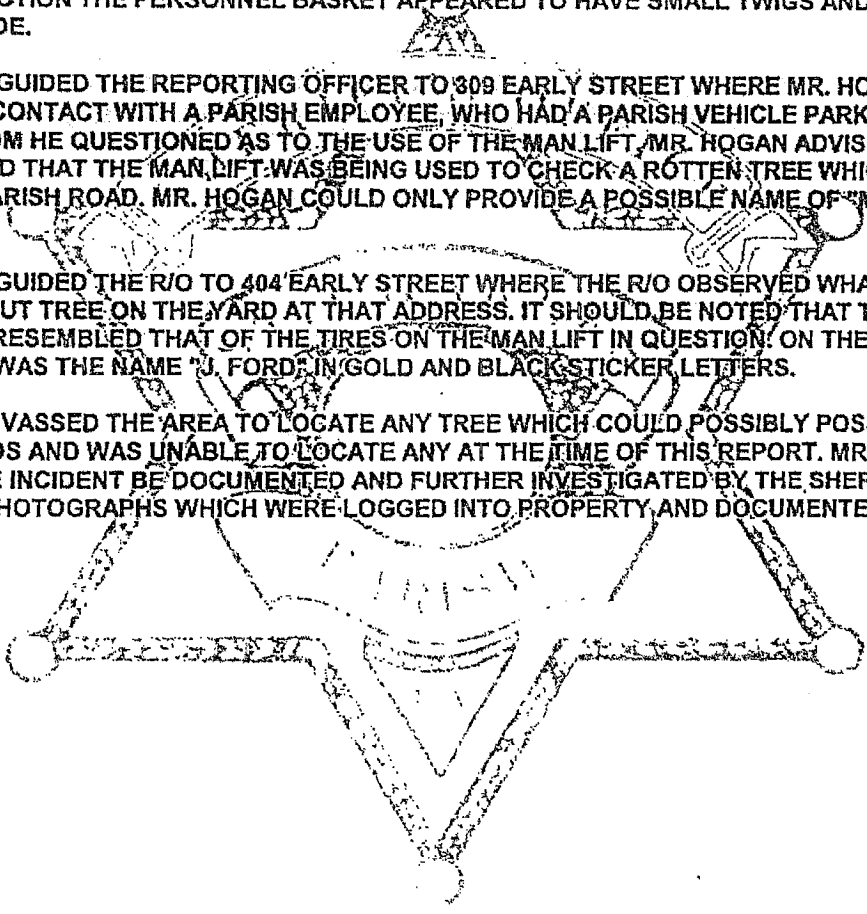
UPON ARRIVAL THE R/O MET WITH MR. HOGAN WHO ADVISED THAT HE RECEIVED INFORMATION FROM AN ANONYMOUS SOURCE STATING THAT THEY OBSERVED A PARISH VEHICLE BEING UTILIZED TO CUT DOWN A TREE ON PRIVATE PROPERTY. MR. HOGAN POINTED OUT THE VEHICLE, DESCRIBED AS A MAN LIFT, WHICH WAS NOW PARKED AT THE ABOVE LOCATION. THE VEHICLE HAD CLEAR MARKINGS BELONGING TO THE ST. CHARLES PARISH PUBLIC WORKS WITH A PARISH TAG (TAG CODE #10082). UPON FURTHER INSPECTION THE PERSONNEL BASKET APPEARED TO HAVE SMALL TWIGS AND TREE PARTICLES INSIDE.

G-00039-18

MR. HOGAN GUIDED THE REPORTING OFFICER TO 309 EARLY STREET WHERE MR. HOGAN REPORTED THAT HE MADE CONTACT WITH A PARISH EMPLOYEE, WHO HAD A PARISH VEHICLE PARKED ON HIS DRIVEWAY, WHOM HE QUESTIONED AS TO THE USE OF THE MAN LIFT, MR. HOGAN ADVISED THAT THE SUBJECT STATED THAT THE MAN LIFT WAS BEING USED TO CHECK A ROTTEN TREE WHICH COULD BE A HAZARD TO A PARISH ROAD. MR. HOGAN COULD ONLY PROVIDE A POSSIBLE NAME OF "MIKE FORD" ON THE SUBJECT.

MR. HOGAN GUIDED THE R/O TO 404 EARLY STREET WHERE THE R/O OBSERVED WHAT APPEARED TO BE A FRESHLY CUT TREE ON THE YARD AT THAT ADDRESS. IT SHOULD BE NOTED THAT TIRE MARKS ON THE DRIVEWAY RESEMBLED THAT OF THE TIRES ON THE MAN LIFT IN QUESTION. ON THE MAIL BOX TO THAT ADDRESS WAS THE NAME "J. FORD" IN GOLD AND BLACK STICKER LETTERS.

THE R/O CANVASSED THE AREA TO LOCATE ANY TREE WHICH COULD POSSIBLY POSSESS A HAZARD TO PARISH ROADS AND WAS UNABLE TO LOCATE ANY AT THE TIME OF THIS REPORT. MR. HOGAN REQUESTED THE INCIDENT BE DOCUMENTED AND FURTHER INVESTIGATED BY THE SHERIFF'S OFFICE. THE R/O TOOK PHOTOGRAPHS WHICH WERE LOGGED INTO PROPERTY AND DOCUMENTED THE INCIDENT ACCORDINGLY.



From: Donald Smith <DSmith@StCharlesSheriff.org>
To: 'phinda9@aol.com' <phinda9@aol.com>
Subject: G-00039-18 (Paradis)
Date: Mon, Oct 1, 2018 5:08 pm

Paul,

In regards to the matter in Paradis, under SCSO item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Donnie

Captain Donnie Smith

St. Charles Parish Sheriff's Office

Chief of Investigations

Special Response Team Commander

260 Judge Edward Dufresne Parkway

Luling, La 70070

985-783-1135 – Ext. 2416

985-783-1138 - Fax

985-783-2949 - Dispatch

Email - dsmith@stcharlessheriff.org

CONST 7 14

§14. Donation, Loan, or Pledge of Public Credit

Section 14.(A) Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private. Except as otherwise provided in this Section, neither the state nor a political subdivision shall subscribe to or purchase the stock of a corporation or association or for any private enterprise.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; or (13) the investment of public funds to capitalize a state infrastructure bank to be utilized solely for transportation projects.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, or guarantee of public funds by a state infrastructure bank solely for transportation projects; or (14) pursuant to a written agreement, the donation of the use of public equipment and personnel by a political subdivision upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise.

(C) Cooperative Endeavors. 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.

(D) Prior Obligations. Funds, credit, property, or things of value of the state or of a political subdivision heretofore loaned, pledged, dedicated, or granted by prior state law or authorized to be loaned, pledged, dedicated, or granted by the prior laws and constitution of this state shall so remain

for the full term as provided by the prior laws and constitution and for the full term as provided by any contract, unless the authorization is revoked by law enacted by two-thirds of the elected members of each house of the legislature prior to the vesting of any contractual rights pursuant to this Section.

(E) Surplus Property. Nothing in this Section shall prevent the donation or exchange of movable surplus property between or among political subdivisions whose functions include public safety.

Amended by Acts 1983, No. 729, §1, approved Oct. 22, 1983, eff. Nov. 23, 1983; Acts 1990, No. 1099, §1, approved Oct. 6, 1990, eff. Nov. 8, 1990; Acts 1995, No. 1320, §1, approved Oct. 21, 1995, eff. Nov. 23, 1995; Acts 1996, 1st Ex. Sess., No. 97, §1, approved Nov. 5, 1996, eff. Dec. 11, 1996; Acts 1998, No. 75, §1, approved Oct. 3, 1998, eff. Nov. 5, 1998; Acts 1999, No. 1395, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1396, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1402, §1, approved Nov. 20, 1999, eff. Dec. 27, 1999; Acts 2006, No. 856, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2006, No. 857, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2015, No. 471, §1, approved Oct. 24, 2015, eff. Nov. 25, 2015; Acts 2018, No. 717.