



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

*Council Chairman Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier*

Monday, May 8, 2023

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, and Bob Fisher
Absent 1 - Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Earl Matherne, Planning Administrator, Blaine Fauchoux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Zachary Adams
Lord's House Community Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of April 24, 2023. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2023-0104

In Recognition: SeLah Productions, Inc. 2023 Winter Program Participants

Sponsors: Ms. Billings

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0107

Department of Planning & Zoning/CZM

Planning & Zoning Director Michael Albert reported on the Planning & Zoning Department.

Planning Administrator Earl Matherne reported on Coastal Zone Management.

Councilwoman Darensbourg Gordon spoke on the matter.

Councilwoman Clulee spoke on the matter.

Mr. Albert spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Mr. Matherne spoke on the matter.

Parish President Jewell spoke on the matter.

Councilwoman Fonseca spoke on the matter.

Councilman Gibbs spoke on the matter.

Councilwoman Bellock spoke on the matter.

Reported

2023-0108

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Darensbourg Gordon spoke on the matter.

Parish President Jewell spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 22, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0109

An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 22, 2023

2023-0112

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 21-10-2 which approved the Professional Services Agreement with Richard C. Lambert Consultants, L.L.C., for engineering services for the Barber Road Bank Stabilization (Project No. P210702). The amendment is to add items for Construction Management and Resident Inspection in the not to exceed amount of \$135,616.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 22, 2023

2023-0113

An ordinance approving and authorizing the execution of a Professional Services Agreement with Gulf South Engineering and Testing, Inc., to perform testing services for Lakewood Dr. Reconstruction State Project No. H.014051, Federal Aid Project No. H014051 (Project No. P190201) in a not to exceed amount of \$60,100.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 22, 2023

PLANNING AND ZONING PETITIONS

2 2023-0102

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Mr. Brandt Dufrene, Luling

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-5-1

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

3 2023-0099

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Department of Public Works Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-5-2

19 2023-0100

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Department of Public Works Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-5-3

34 2023-0101

An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Reported:

Finance Department Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 23-5-4

RESOLUTIONS

37 2023-0105

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 6693

38 2023-0106

A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent formal agreements necessary to implement the MOU, including but not limited to, execution of the Settlement Participation Forms of the National Settlement Agreements, releases, and other documentation approved by Counsel.

Sponsors: Mr. Jewell and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval
Legal Services Director Corey Oubre spoke on the matter.

Mr. Oubre invited Mr. Stephen M. Gele, Partner, Smith & Fawer, LLC, to the podium to speak on the matter.

Mr. Gele spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 6694

39 2023-0114

A resolution requesting that St. Charles Parish join in the litigation along with the Louisiana Attorney General against the Federal Emergency Management Agency (FEMA) to challenge the National Flood Insurance Program's (NFIP) Risk Rating 2.0.

Sponsors: Mr. Jewell, Ms. Billings, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Cormier

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Fonseca, seconded by Councilmember Gibbs, to deviate from the regular order of the agenda to take up File No. 2023-0114; a matter not on the agenda. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Deviated

Public comment opened; no public comment

Reported:

Parish President Recommended: Approval

St. Charles Parish Council Recommended: Approval

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Enactment No: 6695

A motion was made by Councilmember Bellock, seconded by Councilmember Fonseca, to return to the regular order of the agenda. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

XXXXXXXXXXXX

Returned

XXXXXXXXXXXX

APPOINTMENTS

2023-0110

Accept resignation of Ms. Katina Summers - St. Charles Parish Board of Adjustment as the District VI Representative

Resignation Accepted by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Resignation Accepted

2023-0111

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District VI Representative.

Nominee:

Councilman Fisher nominated Mr. David P. Bleakley

Nomination(s) Accepted

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to Close Nomination(s) for File No. 2023-0111. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

Nomination(s) Closed

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

ANNOUNCEMENTS

*****Announcement of Public Meeting*****

Notice is hereby given that at its meeting to be held on Monday, June 5, 2023 at 6:00 p.m. at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, the St. Charles Parish Council plans to consider adopting a resolution ordering and calling an election to be held in the Parish of St. Charles to authorize the renewal of an ad valorem tax therein (ARC).

Announced

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Darensbourg Gordon, to adjourn the meeting at approximately 7:03 pm. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher

Nay: 0

Absent: 1 - Fisher-Cormier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

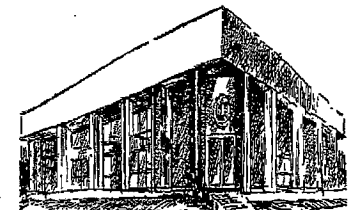
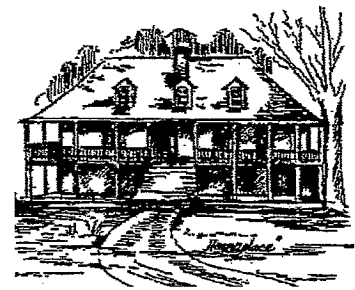
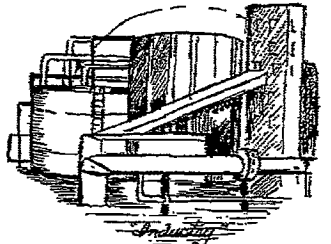
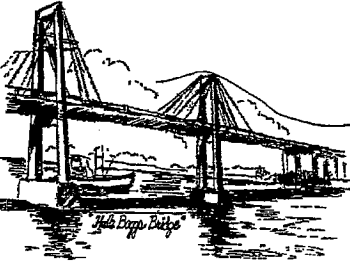
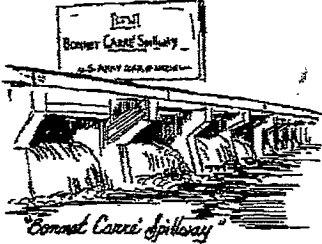


Michelle Impastato
Council Secretary

The Parish of St. Charles

May 8, 2023

IN RECOGNITION



WHEREAS, SeLah Productions, Inc. (SPI), is a non-profit corporation whose mission is to "Aspire to Inspire" others through the powerful messages in their public productions, film, and television, by producing high artistic quality performances that will capture the attention of audiences across the globe; and,

WHEREAS, SPI educates children, youth, and adults about theater and the performing arts, resulting in enhanced knowledge that will lead many individuals to career paths in the entertainment industry; and,

WHEREAS, SPI's, JaVon Ophelia's Act, Mentorship & Learning for the Performing Arts Program or JOACT, provides career preparatory training for children and youth in the performing arts while transforming a community by addressing mental health issues, behavior issues, and poor self-esteem; and,

WHEREAS, JOACT was held at the Lafon Performing Arts Center, January 23rd - February 2nd, 2023, where participants engaged in drama and dance instruction with coaches and provided a showcase performance of "A Positive Me", written, directed, and produced by JaVon Ophelia Butler, MPA.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby recognize the nine participants of the 2023 Winter JOACT Program.

Sage McTee
Carmen Smith
Kai'Lye Brumfield

Morgan Garrett
Juno Liakos
Jayden A. Salinas

Jaya Liakos
Sydney Malbroux
Olivia Marlborough

"PARISH OF PLENTY"
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.

Matthew Jewell

MATTHEW JEWELL
PARISH PRESIDENT

Beth A. Billings

BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

Holly Fonseca

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

La Sandra Darenbourg Gordon

LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

Mary K. Gulee

MARY K. GULEE
COUNCILWOMAN, DISTRICT II

Dick Gibbs

DICK GIBBS
COUNCILMAN, DISTRICT III

Nicky Dufrene

NICKY DUFRENE
COUNCILMAN, DISTRICT IV

Marilyn B. Bellock

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

Bob Fisher

BOB FISHER
COUNCILMAN, DISTRICT VI

Julia Fisher-Cormier

JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

2023-0102

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 23-5-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

WHEREAS, Brandt Dufrene on behalf of One Mile, LLC requests a rezoning from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on April 13, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981, is amended to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

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

- YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS
DUFRENE, BELLOCK, FISHER
- NAYS: NONE
- ABSENT: FISHER-CORMIER

And the ordinance was declared adopted this 8th day of May, 2023 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Billings*

SECRETARY: *Michelle Dupont*

DLVD/PARISH PRESIDENT: *May 9, 2023*

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *May 9, 2023*

AT: *3:45 pm* RECD BY: *[Signature]*

2023-0099

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-5-2

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

WHEREAS, Ordinance No. 19-7-1 adopted on July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., to perform engineering services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) also known as a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507); and,

WHEREAS, Ordinance No. 22-12-7 adopted on December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, St. Charles Parish desires to test for vibrations during sheet pile installation at the Hydraulic Bottleneck Near Destrehan P.S. No. 2 project site; and,

WHEREAS, testing services will also consist of any soils testing (field and laboratory) necessary to verify backfill is adequate; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) in the not to exceed amount of \$26,000.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-CORMIER

And the ordinance was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bill Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 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 ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2 Project No. P190507 as described in Ordinance No. 23-5-2 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. P190507

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 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 Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract 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.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 The Consultant, 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.

11.3 The Consultant 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.

11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.

11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

12.1 The Consultant 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 \$1,000,000.00 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 \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 Consultant 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.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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.

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:

Billy Raymond

Karyn May

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

5-9-23

Date:

WITNESSES:

ALPHA TESTING AND INSPECTION,
INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

The Scope of Work is as follows:

Perform vibration monitoring and soils testing services at the construction site of the new sheet pile wall along Dunleith drainage canal. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route.

ATTACHMENT "B"
PROJECT SCHEDULE

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation will take a minimum of four weeks to complete.

ATTACHMENT "C"
PROJECT COMPENSATION

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$26,000.00.
- b. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



March 1, 2023

St. Charles Parish
Department of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck
Near Destrehan P.S No.2
St. Charles Parish, LA

Dear Gentlemen:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. Vibration Monitoring:

- a.) Services of Technician and Equipment (one monitor)
To perform vibration monitoring during sheet pile driving, Rate/Hour \$ 50.00
- b.) Transportation charge, Rate/Trip \$ 50.00

2. Soil Testing – Laboratory:

- a.) Liquid Limit, Plastic Limits & Plasticity Index, Each \$ 75.00
- b.) Moisture Density Relationship Test (Proctor), Each \$ 150.00

3. Soil Testing – Field:

- a.) Services of Technician to visit project site and make field
Density tests – Nuclear Method 12” Maximum Depth,
Rate/Each \$ 50.00
- b.) In place density tests (Nuclear Method), Each \$ 15.00
- c.) Transportation charge, Rate/Trip \$ 50.00

St. Charles Parish
Department of Public Works
Attn: Ms. Andre R. Ford, P.E

4. Sampling Charge:

a.) Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 50.00
b.) Transportation charge, Rate/Trip	\$ 50.00

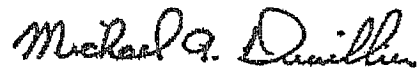
Estimated Job Cost \$26,000.00

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier
President

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 1, 2023 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

<u>Michael A. Devillier</u>	<u>4/4/23</u>
President	Date
<u>Brad Oill</u>	<u>4/4/23</u>
Vice President	Date

2023-0100

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 23-5-3

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

WHEREAS, St. Charles Parish desires to develop new channels and upgrade existing channels and railroad culverts near Bamboo Street in Hahnville; and,

WHEREAS, based on the Master Drainage Plan, this area was shown to have an undersized drainage system; and,

WHEREAS, the system, inclusive of area west of Plantation Road, along the Union Pacific (UP) railroad, and south of the railroad along the west side of Fashion Plantation and Plantation Road, needs to be surveyed in order to design proper conveyance channels; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform surveying services as required by the Department of Public Works for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-CORMIER

And the ordinance was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bryl Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 9, 2023
AT: 3:45 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 CRESCENT ENGINEERING & MAPPING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for BAMBOO STREET DRAINAGE IMPROVEMENTS Project No. P221101 as described in Ordinance No. 23-5-3 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

BAMBOO STREET DRAINAGE IMPROVEMENTS
Project No. P221101

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 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 Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract 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.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
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- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

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The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

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No work shall be authorized until funds are established for each individual task.

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- 11.2 The Consultant, 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.
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- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
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- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

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- 12.1 The Consultant 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 \$1,000,000.00 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 \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 Consultant 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.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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.

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:

Kang My

Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Math Jewell

By: Matthew Jewell
Parish President

5-9-23

Date:

CRESCENT ENGINEERING &
MAPPING, LLC

By: Dennis M. Hymel, Jr., P.E.
President/Manager

Date:

ATTACHMENT "A"
PROJECT SCOPE

BAMBOO STREET DRAINAGE IMPROVEMENTS
Project No. (P221101)

The Scope of Work is as follows:

Completion of a topographic survey for the areas included within the drainage project near Bamboo Street in Hahnville, as detailed below:

- 2,150 feet long by 60 feet wide including the entirety of the Maison Taunt Keet, LLC property plus the eastern 30' of the JCJR St. Charles, LLC property. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
- 1,050 feet long by 110' wide centered upon the Union Pacific Railroad from the area defined above to the western edge of Fashion Plantation. This segment will include typical topographic surveys with cross sections spaced not more than 100'.
- 3,890 feet long by 35 feet wide centered upon the Linda Fleniken and Leon Vial property lines (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'. Also included will be two (2) cross sections taken along the Vial Canal at the southwestern portion of this segment.
- 2,940 feet long by 60 feet wide from the western edge of Fashion Plantation starting at the Union Pacific Railroad traversing southwest (area of previous boundary survey by CEM). This segment will include typical topographic surveys with cross sections spaced not more than 200'.

CONSULTANT shall perform field survey data collection of topographic and drainage features as well as perform reconnaissance of field conditions for surveying within the project area. The topographic data collection for this project may include but is not limited to: general topographic transects, roadway/railway centerline and edge elevations and/or cross sections, cross sections of ditches and outfalls, invert and size data of drainage structures, topographic surveys of driveways, survey of above-ground utility features, and general groundline sections of areas where new ditches or drainage structures are proposed.

Survey data will be collected using RTK GPS and conventional/robotic total station methods and will be projected in state plane coordinates, Louisiana South, NAD 83 and based upon NAVD 88 vertical datum, Geoid 18, as determined by GPS observation.

Temporary Bench Marks and Primary Control Points to be used for construction will be established within the project area. CONSULTANT will initiate a LA One Call prior to beginning survey work and will attempt to contact utility owners to mark lines in the field. No guarantee can be made that all utilities which exist will be collected within the topographic surveys.

Topographic survey data will be processed using Bentley® MicroStation and Inroads Survey and a master topographic survey file will be developed in a .DGN format. Other formats such as AutoCAD may be made available, however, may not contain all feature code information collected. Survey data including point files, control data sheets and the .dwg file will be provided along with a certification letter signed and sealed by the Louisiana Professional Land Surveyor in charge of survey services. A hard copy survey deliverable shall be provided.

ATTACHMENT "B"
PROJECT SCHEDULE

BAMBOO STREET DRAINAGE IMPROVEMENTS
Project No. (P221101)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Survey	30

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

BAMBOO STREET DRAINAGE IMPROVEMENTS
Project No. (P221101)

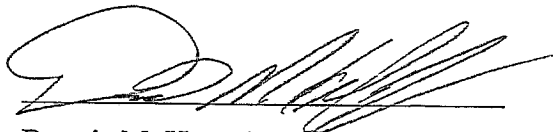
OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$26,350.00.

CORPORATE RESOLUTION

The undersigned, being the sole Manager/Member of Crescent Engineering & Mapping, LLC, existing under the laws of the State of Louisiana, does hereby certify that at a meeting of Members of the firm, duly called and held on April 5th, 2023, at which a quorum was present, the Members adopted the following resolution, which has not been modified nor rescinded:

Be it resolved that, Dennis M. Hymel, Jr., President and Manager of Crescent Engineering & Mapping, LLC, is empowered, directed and given the authority to, on behalf of Crescent Engineering & Mapping, LLC, to execute any and all contracts, bids, proposals, guarantees, loans and agreements.



Dennis M. Hymel, Jr.

Manager/Member

Crescent Engineering & Mapping, LLC

Sworn to and subscribed before me
this 5th day of April, 2023.



Cindi M. Triche

Notary Public

Commission expires at death.



NOTARY DISCLAIMER

This document was not prepared or
Examined by the Notary named above and
the Notary attests only to the signature
referenced herein

2023-0101

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)**

ORDINANCE NO. 23-5-4

An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

WHEREAS, the 2022 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 15, 2021 by Ordinance No. 21-11-3; and amended September 4, 2021 by Executive Order No. 2022-01; January 24, 2022 by Executive Order No. 2022-02; January 25, 2022 by Executive Order No. 2022-03; February 2, 2022 by Executive Order No. 2022-04; February 8, 2022 by Executive Order No. 2022-05; February 16, 2022 by Executive Order No. 2022-06; February 23, 2022 by Executive Order No. 2022-07; March 22, 2022 by Executive Order No. 2022-08; March 30, 2022 by Executive Order No. 2022-09; April 7, 2022 by Executive Order No. 2022-10; April 19, 2022 by Executive Order No. 2022-11; May 19, 2022 by Executive Order No. 2022-12; July 5, 2022 by Ordinance No. 22-7-5; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2022 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2022 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-CORMIER

And the ordinance was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bill Billings*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: *[Signature]*

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2022

Description	Current Year				Over or Under 2022
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of Dec. 31st)	Estimate Remaining for Year	
BEGINNING FUND BALANCE	109,660,467	108,846,384			110,508,399
Prior Period Adjustment					
FUND BALANCE - RESTATED	109,660,467	108,846,384			110,508,399
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	111,961,648	256,654,281	169,347,646	4,167,964	(83,138,671)
TOTAL MEANS OF FINANCING	221,622,115	365,500,665			284,024,009
EXPENDITURES & OTHER FINANCING USES:					
PERSONAL SERVICES	39,363,210	39,602,394	33,616,833	(852)	(5,986,413)
OPERATING SERVICES	19,046,022	25,296,838	22,345,812	51,358	(2,899,668)
MATERIALS & SUPPLIES	5,707,846	5,717,475	5,912,885	12,768	208,178
OTHER CHARGES	852,203	852,203	(561,308)	205	(1,413,306)
DEBT SERVICE	1,487,477	21,810,402	2,139,470	-	(19,670,932)
CAPITAL OUTLAY	98,097,056	139,135,877	21,364,959	25,005	(117,745,913)
INTERGOVERNMENTAL	14,382,846	14,382,846	4,945,195	-	(9,437,651)
TRANSFERS	26,407,543	90,788,500	33,890,877	4,042,595	(52,855,028)
TOTAL	205,344,203	337,586,535	123,654,723	4,131,079	127,785,802
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(93,382,555)	(80,932,254)			45,729,808
ENDING FUND BALANCE	16,277,912	27,914,130			156,238,207

ST. CHARLES PARISH PROPRIETARY FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2022

Description	Original Budget	Last Adopted Budget	Current Year			Projected Actual Result at Year End	Over or Under 2022
			Actual Year-to-Date (as of Dec 31th)	Estimate Remaining for Year	Actual Result at Year End		
BEGINNING NET ASSETS:							
Invested in Capital Assets, Net of Debt	77,734,698	77,734,698				90,803,675	
Restricted for Debt Service	2,478,674	2,478,674				2,064,573	
Restricted for Capital Projects	6,865,433	6,865,433				7,726,022	
Unrestricted	25,089,766	25,089,766				8,308,206	
Prior Period Adjustment							
CURRENT YEAR REVENUES	36,134,089	36,134,089	40,200,937	225,926	40,426,863	4,292,774	
EXPENDITURES:							
PERSONAL SERVICES	12,971,584	12,971,584	11,396,575	(297)	11,396,278	(1,575,306)	
OPERATING SERVICES	9,801,913	9,801,913	10,229,017	12,201	10,241,218	439,305	
MATERIALS & SUPPLIES	3,837,897	3,837,897	3,033,100	(840,757)	2,212,343	(1,625,554)	
OTHER CHARGES	7,765,781	7,765,781	175,549	6,974,338	7,149,887	(615,894)	
DEBT SERVICE	885,494	885,494	552,262	1,132	553,394	(332,100)	
INTERGOVERNMENTAL TRANSFERS	371,340	371,340	384,865	-	384,865	13,525	
	1,086,000	1,086,000	1,220,575	-	1,220,575	134,575	
TOTAL EXPENDITURES	36,720,009	36,720,009	27,011,943	6,146,617	33,158,560	7,268,303	
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(585,920)	(585,920)				7,268,303	
CAPITAL CONTRIBUTIONS							
CHANGES IN NET ASSETS	(585,920)	(585,920)				7,268,303	
ENDING NET ASSETS:							
Invested in Capital Assets, Net of Debt	80,277,804	80,277,804				83,825,721	
Restricted for Debt Service	2,477,996	2,477,996				2,926,069	
Restricted for Capital Projects	10,280,009	10,280,009				14,916,055	
Unrestricted	18,918,842	18,918,842				14,502,934	

2023-0105

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6693

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Dunn Homes, LLC and Jessica Gore.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots possess the required minimum lot area as specified by the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the applicant has requested a waiver from the area requirement for Lot E-5A as shown on a survey by Louis J. Gassen Jr., PLS dated March 13, 2023; and,

WHEREAS, granting the waiver will allow Lot E-5A to consist of 5,486 square feet instead of the 6,000 square feet required in the R-1A zoning district; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on April 13, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the area requirement to allow Lot E-5A as shown on a survey by Louis J. Gassen Jr., PLS dated March 13, 2023, as requested by Dunn Homes, LLC and Jessica Gore.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: FISHER-CORMIER

And the resolution was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Bellamy
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: May 9, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 9, 2023
AT: 3:45pm RECD BY: [Signature]

2023-0106

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

RESOLUTION NO. 6694

A resolution authorizing the Parish of St. Charles (herein referred to as this "Governmental Unit") to join with the State of Louisiana and other local governmental units as a participant in the LOUISIANA STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING (the "MOU") and any subsequent formal agreements necessary to implement the MOU, including but not limited to, execution of the Settlement Participation Forms of the National Settlement Agreements, releases, and other documentation approved by Counsel.

- WHEREAS, the Parish of St. Charles has suffered harm from the opioid epidemic; and,
- WHEREAS, the Parish of St. Charles recognizes that the entire State of Louisiana has suffered harm as a result from the opioid epidemic; and,
- WHEREAS, the State of Louisiana has a pending action in state court, and a number of Louisiana Cities and Parishes have also filed actions either in state court or have been transferred to the action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the Parish of St. Charles is a litigating participant in that action; and,
- WHEREAS, the State of Louisiana and lawyers representing certain various local governments, including the Parish of St. Charles, involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and,
- WHEREAS, the Louisiana Memorandum of Understanding (the "MOU") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,
- WHEREAS, participation in the MOU by a large majority of Louisiana cities and parishes will materially increase the amount of funds to Louisiana and should improve Louisiana's relative bargaining position during additional settlement negotiations; and,
- WHEREAS, failure to participate in the MOU will reduce funds available to the State, the Parish of St. Charles, and every other Louisiana city and Parish; and,
- WHEREAS, this Governmental Unit has previously executed the MOU and it is in the best interest of the Governmental Unit and its citizens in that such plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic; and,
- WHEREAS, Stephen M. Gelé and/or Scott Sternberg have been designated as counsel who have been expressly authorized to execute the MOU in substantially the form described.

THE ST. CHARLES PARISH COUNCIL HEREBY RESOLVED:

SECTION I. That this Governmental Unit hereby reaffirms its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU.

SECTION II. That Parish President Matthew Jewell is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this resolution, including, but not limited to, the Subdivision Settlement Participation Forms in the National Settlement Agreement, Releases, and other appropriate documents as recommended by above counsel.

SECTION III. That the Council Secretary be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION IV. The Council Secretary is hereby directed to furnish a certified copy of this Resolution to: Attorney General Jeff Landry, Post Office Box 94005, Baton Rouge, LA 70804.

SECTION V. This Resolution shall take effect immediately upon its adoption.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: FISHER-CORMIER

And the resolution was declared adopted this 8th day of May, 2023, to become effective immediately upon adoption.

CHAIRMAN: Bob Billings
 SECRETARY: Michelle Depotato
 DLVD/PARISH PRESIDENT: May 9, 2023
 APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
 RETD/SECRETARY: May 9, 2023
 AT: 3:45pm RECD BY: [Signature]

2023-0114

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6695

A resolution requesting that St. Charles Parish join in the litigation along with the Louisiana Attorney General against the Federal Emergency Management Agency (FEMA) to challenge the National Flood Insurance Program's (NFIP) Risk Rating 2.0.

WHEREAS, the Federal Emergency Management Agency (FEMA) "is updating the National Flood Insurance Program's risk rating methodology through the implementation of a new pricing methodology," titled "Risk Rating 2.0: Equity in Action"; and,

WHEREAS, FEMA states that Risk Rating 2.0's "methodology leverages industry best practices and cutting-edge technology to enable FEMA to deliver rates that are actuarially sound, equitable, easier to understand and better reflect a property's flood risk"; and,

WHEREAS, the Association of Levee Boards of Louisiana, members of both the Louisiana legislature and the federal legislature, members of state government, numerous Parish Presidents and their Councils, and many other entities in Louisiana and around the nation have grave concerns about the soundness of Risk Rating 2.0's underlying methodology, its failure to properly take into account any of the numerous improvements Louisiana's Levee Boards have made to the flood protection systems, and its catastrophic effect on Louisiana's flood insurance rates and the ability of Louisiana's homeowners to purchase flood insurance; and,

WHEREAS, many of those entities have repeatedly raised their concerns to FEMA, have asked FEMA for documentation showing FEMA's underlying methodology, and have been passed from one federal office to the next without receiving any meaningful answers to their questions or documents showing FEMA's underlying methodology; and,

WHEREAS, FEMA has denied and continues to deny the efforts of those who are trying to protect their interests, the interests of their members, the interests of many Louisiana industries, and the interests of Louisiana citizens, making what is supposed to be "Equity in Action" an inequitable program across the entire State of Louisiana.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby that St. Charles Parish join in the litigation along with the Louisiana Attorney General against the Federal Emergency Management Agency (FEMA) to challenge the National Flood Insurance Program's (NFIP) Risk Rating 2.0.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER
NAYS: NONE
ABSENT: FISHER-CORMIER

And the resolution was declared adopted this 8th day of May, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: May 9, 2023

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell

RETD/SECRETARY: May 9, 2023

AT: 3:45pm RECD BY: [Signature]