



# 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](http://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, July 31, 2023

6:00 PM

Council Chambers, Courthouse

---

### ATTENDANCE

**Present** 9 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier

### Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, Community Services Director Joan Tonglet Diaz, Economic Development & Tourism Director Corey Fauchaux, Parks and Recreation Director Duane Foret, Eric Zurcher, Public Information Office

### CALL TO ORDER

### PRAYER / PLEDGE

Silent Prayer

Pledge was led by Chairman Beth A. Billings (Councilwoman-At-Large, Division A).

### APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of July 10, 2023. The motion carried by the following vote:

**Yea:** 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

1 2023-0180

In Recognition: Sheriff Gregory C. Champagne, National Sheriff's Association President

Sponsors: Ms. Fonseca, Ms. Billings and Mr. Jewell

Read

2 2023-0181

In Recognition: Valero St. Charles Refinery, 20 Year Anniversary

Sponsors: Mr. Fisher

Read

3 2023-0182

In Recognition: Diamond Green Diesel, LLC, 10 Year Anniversary

Sponsors: Mr. Fisher

Read

4 2023-0183

In Recognition: First National Bank USA

Sponsors: Mr. Jewell

Read

5 2023-0184

Proclamation: "Vehicular Heatstroke Awareness Month"

Sponsors: Ms. Clulee

Councilwoman Clulee spoke on the matter.

Read

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2023-0186

The Arc of St. Charles

Executive Director Victoria Bryant reported.  
Arc of St. Charles Client, Mr. Malcolm Moore reported.  
Arc of St. Charles Client, Ms. Jenna Johnson reported.

Councilwoman Bellock spoke on the matter.  
Councilwoman Fonseca spoke on the matter.  
Ms. Bryant spoke on the matter.  
Councilman Dufrene spoke on the matter.  
Chairman Billings spoke on the matter.

**Reported**

2023-0185

Department of Community Services

Community Services Director Joan Diaz reported.

Councilwoman Fonseca spoke on the matter.  
Ms. Diaz spoke on the matter.  
Councilman Fisher spoke on the matter.  
Councilwoman Darensbourg Gordon spoke on the matter.  
Councilwoman Bellock spoke on the matter.

**Reported**

2023-0187

## Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

President Jewell invited Mr. Jeremy Greer, Product Specialist, Winwater Co. and Mr. Kurt Nash, Master Meter, Inc., to the podium to speak on the matter.

Mr. Greer spoke on the matter.

Councilwoman Bellock spoke on the matter.

Mr. Nash spoke on the matter.

Chairman Billings spoke on the matter.

Councilman Dufrene spoke on the matter.

President Jewell spoke on the matter.

Councilwoman Fonseca spoke on the matter.

President Jewell invited Ms. Melanie Caillouet, Project Manager, All South Consulting Engineers, to the podium to speak on the matter.

Ms. Caillouet spoke on the matter.

Councilwoman Darensbourg Gordon spoke on the matter.

Waterworks Director Gregory Gorden 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, AUGUST 14, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2023-0194

An ordinance to amend the Code of Ordinances to revise Chapter 15, Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to raise the speed limit on **Riverwood Drive in Riverwood Estates, St. Rose, to twenty (20) miles per hour.**

Sponsors: Ms. Bellock

Publish/Scheduled for Public Hearing to the Parish Council on August 14, 2023

2023-0195

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A(M) on Lot 5, Block C, Boots Subdivision as shown on the survey by E. M. Collier dated August 12, 1968, 429 Good Children Street, Boutte, as requested by Melanie Johnson.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on August 14, 2023**

2023-0196

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to M-1 on two triangular lots designated a portion of Lots 7, 8, & 9 of the John Lambert Tract, or Lots 55, 56, 57, and 58, Almedia Townsites Section "A" as shown on the survey by Cody A. DiMarco, PLS dated December 16, 2020, 275 I-310 Service Road, St. Rose, as requested by Conrad Frey for Southern Trucking & Transportation, LLC.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on August 14, 2023**

2023-0203

An ordinance approving and authorizing the execution of a Contract with Quality Court Industries, LLC, for improvements to the West Bank Bridge Park Tennis and Pickleball Courts (Project No. RECWB122) in the amount of \$435,132.00.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

**Publish/Scheduled for Public Hearing to the Parish Council on August 14, 2023**

**ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)**

6 2023-0171

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

**Sponsors:** Mr. Jewell and Department of Finance

Reported:

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

Speakers:

- Mr. Matthew Allshouse, Hahnville
- Mr. Johnathan Parnell, Hahnville
- Mr. Donald Peyton, Destrehan

Chairman Billings stated Mr. Peyton's time expired and that he was scheduled to speak later in the meeting during Persons to Address the Council. Mr. Peyton requested to have additional time.

**A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to extend Mr. Peyton's time an additional three minutes. The motion carried by the following vote:**

**Yea:** 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

Time Extended

Public Hearing Requirements Satisfied

Council Discussion  
Mr. Dussom spoke on the matter.

Councilwoman Bellock motioned, seconded by Councilman Dufrene to amend File No. 2023-0171.

Further Council Discussion

Councilwoman Fonseca requested a legal opinion whether or not the proposed Amendment is a substantial change.

Legal Services Director Corey Oubre stated the proposed Amendment would be a substantial change.

**A motion was made by Councilmember Bellock, seconded by Councilmember Dufrene, to Amend File No. 2023-0171. The motion failed by the following vote:**

**Yea:** 3 - Clulee, Dufrene and Bellock

**Nay:** 6 - Billings, Fonseca, Darensbourg Gordon, Gibbs, Fisher and Fisher-Cormier

**Motion Failed**

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 1 - Dufrene

Enactment No: 23-7-13

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

**8**    2023-0177

An ordinance approving and authorizing the execution of a Contract with Kort's Construction Services, Inc., for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) in the lump sum amount of \$1,984,500.00.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

Reported:

Parks and Recreation Department Recommended: Approval  
Parks and Recreation Director Duane Foret spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion  
Mr. Foret spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

Enactment No: 23-7-14

**15** 2023-0178

An ordinance approving and authorizing the execution of a Contract with All Star Electric, Inc., for the West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) in the lump sum amount of \$1,189,422.00.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

Reported:

Parks and Recreation Department Recommended: Approval  
Parks and Recreation Director Duane Foret spoke on the matter.

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

Enactment No: 23-7-15

*Councilwoman Fisher-Cormier departed the meeting.*

**22** 2023-0179

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B).

**Sponsors:** Mr. Jewell and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval  
Chief Administrative Officer Mike Palamone spoke on the matter.

**Public Hearing Requirements Satisfied**



Council Discussion  
Parish President Matthew Jewell spoke on the matter.  
Mr. Palamone 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: 23-7-16

**PERSONS TO ADDRESS THE COUNCIL**

2023-0201

Mr. Donald Peyton, Fire Chief: Proposed Millage Roll Back

Mr. Donald Peyton addressed the council earlier in the meeting during public hearing on File No. 2023-0171.

**Not Heard**

2023-0202

Mr. Dwayne LaGrange: Waterworks

Chairman Billings spoke on the matter.

**Heard**

**RESOLUTIONS**

**34** 2023-0197

A resolution in support of the Planning and Zoning Commission's approval of 2023-3-SPU for an accessory dwelling unit in an R-1A zoning district at 100 Cadow Street, Paradis, with a waiver from the minimum building elevation, as requested by Robert and Heidi Lasserre.

**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

Mr. Sergio Medina, Paradis

**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: 6708

**35** 2023-0198

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, a. Corner Lot, as requested by Boyd Kinler, Patti Gassen, Brent Kinler, Trudy Brooks, and Kerry Parlette.

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: 6709

**37** 2023-0199

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for St. Charles Clean Fuels, LLC, Project ID: 20230093-ITE for participation in the Industrial Tax Exemption Program for a potential project in St. Rose, Louisiana.

Sponsors: Mr. Jewell and Department of Economic Development and Tourism

Reported:

Economic Development & Tourism Department Recommended: Approval

Parish President Matthew Jewell 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: 6710

**38** 2023-0200

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for St. Charles Clean Fuels, LLC, Project ID: 20230132-ITE for participation in the Industrial Tax Exemption Program for a potential project in St. Rose, Louisiana.

**Sponsors:** Mr. Jewell and Department of Economic Development and Tourism

Reported:

Economic Development & Tourism Department Recommended: Approval  
Parish President Matthew Jewell 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: 6711

**APPOINTMENTS****39** 2023-0188

A resolution appointing Mrs. Amanda Pertuis to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

**VOTE ON THE APPOINTMENT OF MRS. AMANDA PERTUIS**

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

**Nay:** 0

**Absent:** 1 - Fisher-Cormier

Enactment No: 6712

**40** 2023-0189

A resolution appointing Mr. Oliver Dufrene to the St. Charles Parish Communications District representing the St. Charles Parish Firemen's Association.

**VOTE ON THE APPOINTMENT OF MR. OLIVER DUFRENE**

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

**Nay:** 0

**Absent:** 1 - Fisher-Cormier

Enactment No: 6713

2023-0190

Accept resignation of Mr. Kenny Wenning Jr. - St. Charles Parish Communications District representing the St. Charles Parish Council.

**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**2023-0191

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

Councilman Fisher stated that File No. 2023-0191 will be deferred to the August 14, 2023 council meeting.

**Deferred**2023-0192

A resolution appointing a member to the Industrial Development Board.

**Vacancy Announced**2023-0193

A resolution appointing a member to the Industrial Development Board.

**Vacancy Announced**

**ADJOURNMENT**

A motion was made by Councilmember Clulee, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:39 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

July 31, 2023

## IN RECOGNITION

**WHEREAS, Sheriff Gregory C. Champagne** is currently serving his seventh term as sheriff of St. Charles Parish; he is the longest-tenured sheriff in the parish's history, with twenty-seven years of service; and,

**WHEREAS, Sheriff Champagne** was born and raised in St. Charles Parish; he graduated from Hahnville High School and received a bachelor's degree in government from Nicholls State University in 1979 and a juris doctorate from the Louisiana State University Paul M. Hebert Law Center in 1982; and,

**WHEREAS, following law school, Sheriff Champagne** served as an assistant district attorney in St. Charles Parish; during his fourteen-year tenure, he earned a reputation as a tough but fair prosecutor with a 94% conviction rate; he tried numerous felony jury trials including eight homicide trials, all of which resulted in convictions; and,

**WHEREAS, Sheriff Champagne** was first elected sheriff of St. Charles Parish in 1995; he was re-elected without opposition in 1999, with 81% of the votes in 2003, and with 83% of the votes in 2007; he ran without opposition in three-consecutive elections from 2011 and 2019; and,

**WHEREAS, Sheriff Champagne** graduated from the Federal Bureau of Investigation Academy in Quantico, Virginia, on two occasions; first, he completed the FBI's Law Institute for Prosecutors, and more recently, he graduated from the FBI's Law Enforcement Executive Development Program; and,

**WHEREAS, Sheriff Champagne** was installed for a second term as president of the National Sheriff's Association (NSA) in June; he previously served as president of the NSA in 2016-2017; for the past twenty years, he has chaired the NSA Legal Affairs Committee, which analyzes proposed congressional legislation and files amicus briefs with the U.S. Supreme Court on landmark criminal justice issues affecting sheriffs nationwide; and,

**WHEREAS, Sheriff Champagne** was named Louisiana Sheriff of the Year by the Louisiana Crime Victim's Coalition in 2003; he was the first sheriff of St. Charles Parish to serve as President of the Louisiana Sheriff's Association in 2007-2008; he regularly testifies before the Louisiana Legislature on important criminal justice issues on behalf of the Louisiana Sheriff's Association and serves on the Louisiana State Law Institute's Criminal Justice Committee, analyzing criminal justice issues for the legislature; and,

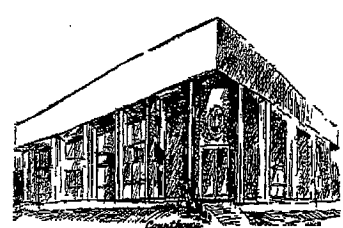
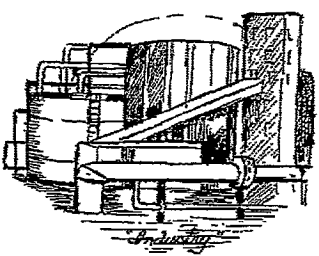
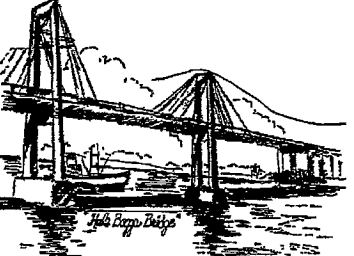
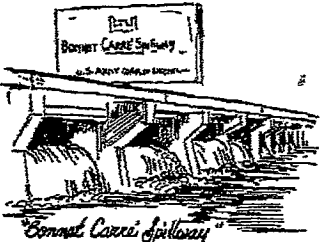
**WHEREAS, outside of his professional life, Greg** has shared over forty-one years of marriage with his wife, Alice Landry Champagne; his daughter, Rochelle C. Fahrig, is an assistant district attorney, and his son, Greg Champagne, Jr., is a deputy tax assessor; he also has five grandsons; and,

**WHEREAS, Sheriff Champagne** is a genuine servant of the community as a long time member and past-president of the Rotary Club of St. Charles Parish, a member of Holy Family Catholic Church, and Knights of Columbus Council 2409; he is most deserving of the highest recognition for his dedication to law enforcement and the protection of St. Charles Parish and the State of Louisiana.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby commend Sheriff Champagne on his second term as President of the National Sheriff's Association and extend sincerest wishes that he continue to prosper in all of his endeavors.**

**SHERIFF GREGORY C. CHAMPAGNE  
SECOND TERM AS PRESIDENT  
NATIONAL SHERIFF'S ASSOCIATION**

*"PARISH OF OPPORTY"  
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 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. Clulee*  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

*Dick Gibbs*  
DICK GIBBS  
COUNCILMAN, DISTRICT III

*Nicky Dufréne*  
NICKY DUFRÉNE  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*Bob Fisher*  
BOB FISHER  
COUNCILMAN, DISTRICT VI

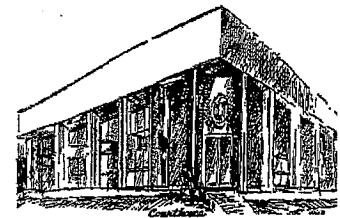
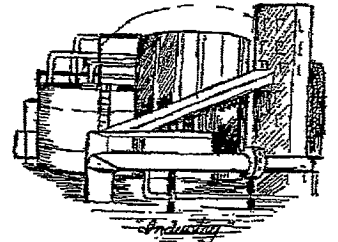
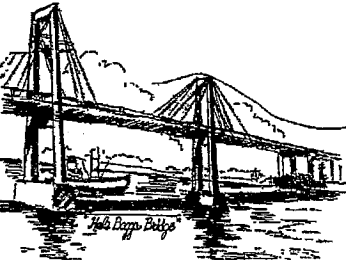
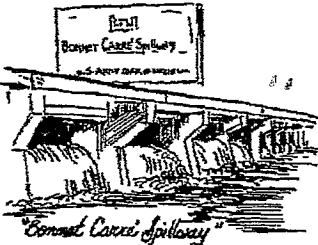
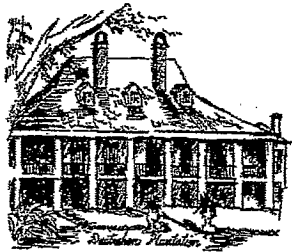
*Julia Fisher-Cormier*  
JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII

# The Parish of St. Charles

2023-0181

July 31, 2023

## IN RECOGNITION



**WHEREAS**, in 2003, Valero Energy Corporation purchased its St. Charles Refinery from Orion Refining Corporation located in Norco, expanding their Gulf Coast reach, and created one of the most dramatic industrial turnarounds in the company's history; and,  
**WHEREAS**, Valero Energy Corporation is a joint venture member in Diamond Green Diesel Holdings LLC, which through its subsidiary, owns a renewable diesel plant with a production capacity of 700 million gallons per year; and,  
**WHEREAS**, significant investments and improvements were added over the years, and with the expansion that has taken place through the addition of the Diamond Green Diesel facility, makes the Valero St. Charles Refinery site one of its largest and most complex facilities; and,  
**WHEREAS**, Valero St. Charles Refinery is a 350,000 barrels per day, high complexity refinery with the second largest renewable diesel plant in the world. In 2021, production began at the new alkylation unit at the refinery. The unit produces 17,000 barrels per day; and,  
**WHEREAS**, Valero St. Charles Refinery was recognized with OSHA's Voluntary Protection Program (VPP) Star Site designation since 2017; in 2021, they received the AFPM Elite Gold Award for performance in the top five percentile of industry safety; and also received the Valero Chairman's Safety Award, an honor that the refinery has earned five times in its history; and,  
**WHEREAS**, Valero St. Charles Refinery has 628 employees. More than 31,000+ volunteer hours have been logged since 2017. The Pontchartrain Conservancy, A Safe Space, Court Appointed Special Advocates (CASA), and Second Harvest Food Bank are just a few non-profits that volunteers dedicate their time and efforts to in the community; and,  
**WHEREAS**, Valero St. Charles Refinery is an active member of the River Regional Chamber of Commerce and the Louisiana Mid-Continent Oil and Gas Association. They partner with the following community organizations: United Way, Junior Achievement, A Safe Space St. Charles, and the ARC of St. Charles. They have donated more than \$8 million to children's charities in the Southeast Louisiana region since 2003.  
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY CONGRATULATE**

### VALERO ST. CHARLES REFINERY ON THEIR 20 YEAR ANNIVERSARY

"PARISH OF PLENSITY"  
 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. Clulee*

MARY K. CLULEE  
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

*Jula Fisher-Cormier*

JULA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII

# The Parish of St. Charles

2023-0182

July 31, 2023

## IN RECOGNITION

WHEREAS, *Diamond Green Diesel, LLC*, is a joint venture between subsidiaries of Valero Energy Corporation and Darling Ingredients, Inc.; and,

WHEREAS, the renewable diesel is produced from sustainable low-carbon feedstock, such as used cooking oil, inedible animal fats derived from processing meat fats, and fuel-grade corn oil with an integrated supply chain. Darling Ingredients, Inc. has extensive experience in pretreating the feedstocks for further processing and Valero has extensive experience in converting the pretreated feedstock to renewable diesel and marketing transportation fuels to the marketplace; and,

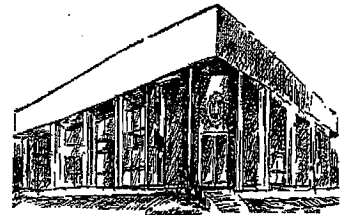
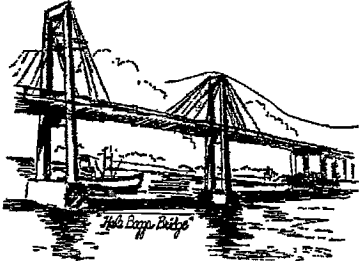
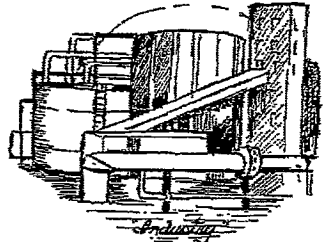
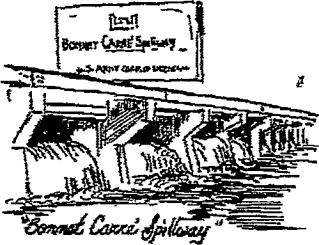
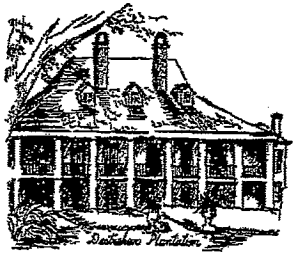
WHEREAS, this combination is unique in the renewable diesel industry and enables *Diamond Green Diesel, LLC* to efficiently produce and market superior low-carbon fuels, and reduce greenhouse gas emissions by up to 80% compared with traditional diesel fuel; and,

WHEREAS, *Diamond Green Diesel, LLC* is the largest renewable producer in North America and the second largest in the world with 2.3 billion pounds of rendered and recycled material converted each year and 1.2 billion gallons of renewable diesel produced each year.

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

### DIAMOND GREEN DIESEL, LLC ON THEIR 10 YEAR ANNIVERSARY

"PARISH OF QUINCY"  
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

*Dick Gibbs*  
DICK GIBBS  
COUNCILMAN, DISTRICT III

*Beth A. Billings*  
BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A

*Nicky Dufrene*  
NICKY DUFRENE  
COUNCILMAN, DISTRICT IV

*Holly Fonseca*  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

*Marilyn B. Bellock*  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*La Sandra Darenbourg Gordon*  
LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I

*Bob Fisher*  
BOB FISHER  
COUNCILMAN, DISTRICT VI

*Mary K. Chulee*  
MARY K. CHULEE  
COUNCILWOMAN, DISTRICT II

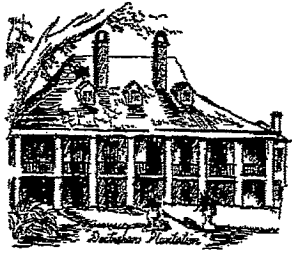
*Julia Fisher-Cormier*  
JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII



# The Parish of St. Charles

July 31, 2023

## IN RECOGNITION

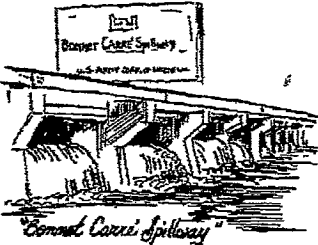


WHEREAS, First National Bank USA has offices in Boutte, and LaPlace, Louisiana; and,

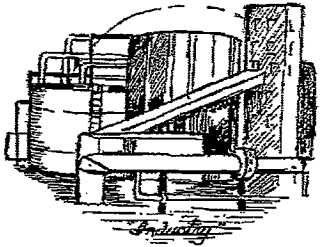
WHEREAS, First National Bank USA's main office has been located and domiciled in Boutte, Louisiana since 1975, which is the only St. Charles Parish domiciled bank; and,



WHEREAS, First National Bank USA offers a diverse array of products, including multiple types of loan and deposit products; and,



WHEREAS, First National Bank USA's goal is to maintain excellence and partner with the local community to help satisfy its financial needs; and,



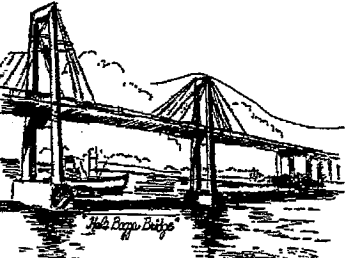
WHEREAS, according to the 1st Quarter 2023, Bank Performance Report's ranking of 110 banks in Louisiana, First National Bank USA was recognized as the No. 1 ranked bank in Louisiana for their "overall performance"; and,



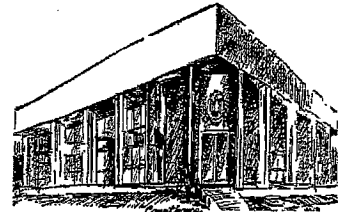
WHEREAS, Bank Performance Report's used information from public data in reports sent to the FDIC, assembled by S&P Global, and comprised of eight categories of bank performance categories and fifty sub-categories to determine their rankings; and,



WHEREAS, First National Bank USA was also ranked as a Five Star Bank, "Superior", by BauerFinancial, a bank rating company, which is BauerFinancial's highest rating.



NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby recognize



### FIRST NATIONAL BANK USA RATED #1 BANK IN LOUISIANA 2023

"PARISH OF PLÉNTY"  
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

*Dick Gibbs*  
DICK GIBBS  
COUNCILMAN, DISTRICT III

*Beth A. Billings*  
BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A

*Nicky DuFrene*  
NICKY DUFRÈNE  
COUNCILMAN, DISTRICT IV

*Holly Fonseca*  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B

*Marilyn B. Bellock*  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*La Sandra Darenbourg Gordon*  
LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I

*Bob Fisher*  
BOB FISHER  
COUNCILMAN, DISTRICT VI

*Mary K. Culee*  
MARY K. CULEE  
COUNCILWOMAN, DISTRICT II

*Julia Fisher-Cormier*  
JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII

**PROCLAMATION**

**WHEREAS,** according to the National Safety Council and the National Highway Traffic Safety Administration, the number of child hot car deaths for 2022 was 33, so far 2023 have 11 hot car deaths reported. In 2022 alone approximately 57 animals endured heat related deaths and another 488 were rescued in 2022; and,

**WHEREAS,** it is hard to overstate the toll this takes on families, but together we can help put an end to this tragedy by taking some important steps; and,

**WHEREAS,** “Don’t Leave Me Behind” is a vehicular heatstroke prevention partnership between United Way of St. Charles Success by 6, St. Charles Women’s Club, St. Charles Parish Sheriff’s Office, St. Charles Parish Public Schools, St. Charles Humane Society, St. Charles Fireman’s Association, St. Charles Parish Library, St. Charles Community Health Center, German Coast Farmer’s Market, Four Stars Childcare Facility, and St. Charles Parish Government. Information is available through contact with any of these agencies; and,

**WHEREAS,** the following strategies can save lives: keep car doors locked when parked to prevent a child from climbing in and becoming trapped, never leave a child or pet in a vehicle when running errands, make it a habit to check the front and back seat of your vehicle before locking the door and walking away, place your purse or briefcase in the back seat to remind you to look before you lock, invest in a car-child-safety mirror, and write on a brightly colored sticky note to put on the dash board of your car to remind you of your child or pet in the vehicle; and,

**WHEREAS,** St. Charles Parish is committed to working closely with community advocates to help prevent kids and pets from being left in cars unattended. The goal is to bring awareness to the entire community about vehicular heatstroke to prevent tragedies when travelling with kids and pets, no matter how short or long the trip. Young and old find themselves a caregiver and babysitter to littles ones, special needs, pet, and the shut in, so we ask that you don’t leave them behind; and,

**WHEREAS,** St. Charles Parish encourages all parents, family members, and caregivers, to work together with the agencies promoting the “Don’t Leave Me Behind” prevention and awareness program, and to relay the information obtained to friends and coworkers through social media.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM AUGUST 2023 AS**

**“VEHICULAR HEATSTROKE AWARENESS MONTH”**

**IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO HELP PREVENT THE TRAGIC LOSS OF LIFE, OF KIDS AND PETS BEING LEFT IN UNATTENDED CARS.**

s/MATTHEW JEWELL  
**MATTHEW JEWELL**  
**PARISH PRESIDENT**

s/BETH A. BILLINGS  
**BETH A. BILLINGS**  
**COUNCILWOMAN AT LARGE, DIV. A**

s/HOLLY FONSECA  
**HOLLY FONSECA**  
**COUNCILWOMAN AT LARGE, DIV. B**

s/LA SANDRA DARENSBOURG GORDON  
**LA SANDRA DARENSBOURG GORDON**  
**COUNCILWOMAN, DISTRICT I**

s/MARY K. CLULEE  
**MARY K. CLULEE**  
**COUNCILWOMAN, DISTRICT II**

s/DICK GIBBS  
**DICK GIBBS**  
**COUNCILMAN, DISTRICT III**

s/NICKY DUFRENE  
**NICKY DUFRENE**  
**COUNCILMAN, DISTRICT IV**

s/MARILYN B. BELLOCK  
**MARILYN B. BELLOCK**  
**COUNCILWOMAN, DISTRICT V**

s/BOB FISHER  
**BOB FISHER**  
**COUNCILMAN, DISTRICT VI**

s/JULIA FISHER-CORMIER  
**JULIA FISHER-CORMIER**  
**COUNCILWOMAN, DISTRICT VII**

2023-0171

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

ORDINANCE NO. 23-7-13

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

A. As Governing authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2023 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

	2023 Millages Levied
General Parochial	3.11
Levees	3.81
ARC	0.63
Road Lighting District No. 1	0.86
Library Service District No. 1	4.08
Road Maintenance Program	5.61
Recreation Program	2.90
Mosquito Control Program	0.91
Council on Aging Program	0.89
Council on Aging Program (2)	0.74
Fire Protection	1.50
E-911 Telephone System	0.95
Wastewater Facilities	2.16
Health Unit	0.58

**SECTION II.** That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2023, and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

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

And the ordinance was declared adopted this 31<sup>st</sup> day of July, 2023 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Beck Bolton*  
SECRETARY: *Michelle Dupontato*  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: *Mark Jance*  
RETD/SECRETARY: August 1, 2023  
AT: 3:53 pm RECD BY: *[Signature]*

2023-0177

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PARKS AND RECREATION)**

**ORDINANCE NO. 23-7-14**

An ordinance approving and authorizing the execution of a Contract with Kort's Construction Services, Inc., for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) in the lump sum amount of \$1,984,500.00.

**WHEREAS,** Ordinance No. 22-5-12 adopted on May 16, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements; and,

**WHEREAS,** sealed bids were received by St. Charles Parish on May 9, 2023, for West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122); and,

**WHEREAS,** Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, has reviewed the bids and recommends that the contract be awarded to Kort's Construction Services, Inc.; and,

**WHEREAS,** St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the West Bank Bridge Park; and,

**WHEREAS,** this project will be done in a phased approach, addressing drainage throughout the park; and,

**WHEREAS,** updating park amenities such as fencing, back stops, dugouts, sunshades, bleacher covers, pavilion upgrades; and,

**WHEREAS,** fields one and two will be upgraded to turf infields with bermuda grass outfields; and,

**WHEREAS,** it is the desire of the Parish Council to approve and authorize this contract.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**  
**SECTION I.** That the bid of Kort's Construction Services, Inc., for the construction of West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) is hereby approved and accepted in the lump sum amount of \$1,984,500.00.

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

**SECTION III.** A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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, FISHER-CORMIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Bellings  
SECRETARY: Michelle Spadato  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Math Jewell  
RETD/SECRETARY: August 1, 2023  
AT: 3:53pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 15<sup>th</sup> day of August, 20 23, by Kort's Construction Services, Inc. hereinafter called the "Contractor", whose business address is Kort's Construction Services, Inc., 2182 Manton Drive, Covington, LA 70433, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following: **WEST BANK BRIDGE PARK IMPROVEMENTS, PHASE I**, Project No. - **RECWBI22**.
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: **Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC.**
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **January 4, 2023**, Addenda number(s) 1, 2, and 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: **Construction of new synthetic turf fields at the West Bank Bridge Park in Luling, LA 70070.**

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner **One Thousand** dollars (**\$1,000.00**) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,984,500) One Million Nine Hundred Eighty Four Thousand and Five Hundred Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.



- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

#### ARTICLE 7

##### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

#### ARTICLE 8

##### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "West Bank Bridge Park Improvements, Phase I" dated January 4, 2023.
- i) Drawings, consisting of a cover sheet dated) January 4, 2023 and the sheets listed on Drawing 01; each sheet bearing the following general title: West Bank Bridge Park Improvements, Phase I.
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

## ARTICLE 9

### MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

By: Matt Jewel

Title: Parish President

CONTRACTOR:

By: Wayne Pontiff

Title: Vice President

ATTEST:

By: Larry Mayrey

Title: Exec. Asst.

ATTEST:

By: Chris Duke

Title: Doc

END OF SECTION

2023-0178

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 23-7-15

An ordinance approving and authorizing the execution of a Contract with All Star Electric, Inc., for the West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) in the lump sum amount of \$1,189,422.00.

WHEREAS, Ordinance No. 22-5-12 adopted on May 16, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements; and,

WHEREAS, sealed bids were received by St. Charles Parish on June 6, 2023, for West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122); and,

WHEREAS, Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, has reviewed the bids and recommends that the contract be awarded to All Star Electric, Inc.; and,

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the West Bank Bridge Park; and,

WHEREAS, this project will include lighting updates to fields one and two as well as the tennis courts and pickle ball courts that will be added in a separate phase; and,

WHEREAS, this project will include all new metal poles and L.E.D. lights that will be more durable during high wind weather events as well as being energy efficient and provide high quality lighting on the playing surfaces; and,

WHEREAS, new scoreboards will be installed to match the more modern look and feel of the turf infields as well as the all new fencing and team dug outs; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this contract.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of All Star Electric, Inc., for the construction of West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) is hereby approved and accepted in the lump sum amount of \$1,189,422.00.

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

**SECTION III.** A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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, FISHER-CORMIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Reed Billings*

SECRETARY: *Michelle Dupont*

DLVD/PARISH PRESIDENT: August 1, 2023

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: August 1, 2023

AT: 3:53 pm RECD BY: *[Signature]*

SECTION 00500

CONTRACT

This agreement entered into this 1<sup>st</sup> day of August, 20 23, by All Star Electric Inc., hereinafter called the "Contractor", whose business address is All Star Electric, Inc., 1208 Bert St., LaPlace, LA 70068, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following: **WEST BANK BRIDGE PARK IMPROVEMENTS, PHASE I LIGHTING, PROJECT NO. – RECWB122.**
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: **Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC.**
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **March 17, 2023**, Addenda number(s) 1, 2, and 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: **Installation of new light poles and fixtures for baseball fields 1 and 2 and the tennis courts at the West Bank Bridge Park in Luling, LA 70070.**

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3

#### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

### ARTICLE 4

#### LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner **One Thousand dollars (\$1,000.00)** per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### ARTICLE 5

#### CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,189,422.00) One Million One Hundred Eighty Nine Thousand Four Hundred Twenty Two Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

## ARTICLE 8

### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)



- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "West Bank Bridge Park Improvements, Phase I Lighting" dated March 17, 2023.
- i) Drawings, consisting of a cover sheet dated) March 17, 2023 and the sheets listed on Drawing 01 ; each sheet bearing the following general title: West Bank Bridge Park Improvements, Phase I Lighting.
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

## ARTICLE 9

### MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

By: *[Signature]*

Title: Parish President

CONTRACTOR:

By: *[Signature]*

Title: V. P. TODD DESSIGNOT

ATTEST:

By: *[Signature]*

Title: Exec. Asst

ATTEST:

By: *[Signature]*

Title: OPERATIONS MANAGER

END OF SECTION

2023-0179

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

ORDINANCE NO. 23-7-16

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B).

WHEREAS, the Parish and this District are commissioned with hurricane protection, comprehensive flood control and drainage for the residents and commercial entities of St. Charles Parish, State of Louisiana; and,

WHEREAS, LBLD, in conjunction with the United States Army Corps of Engineers (USACE), entered into a Cooperative Endeavor Agreement with St. Charles Parish on April 2, 2014, within which LBLD agreed to operate, repair, rehabilitate and maintain the existing levees and future levees on the west bank of the Mississippi River in the Parish of St. Charles more commonly known as the West Bank Hurricane Protection Levee System, including Magnolia Ridge; Willowridge, West Bank & Vicinity, Western Tie – In, Davis Pond Levee, Ellington and the Sunset Levee; and,

WHEREAS, LBLD desires to perform a levee lift for the Sunset Levee located within the West Bank Hurricane Protection Levee System in St. Charles Parish, known as THE Upper Barataria Risk Reduction Segment 2 – Sunset Levee CPRA Project No. BA-0220 (hereinafter also referred to as “Project A”); and,

WHEREAS, Project A is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act (GOMESA,) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*: 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(8), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and,

WHEREAS, Project A is consistent with the State of Louisiana’s 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the State of Louisiana for the Project; and,

WHEREAS, as a requirement for completion of the Project, LBLD needs to construct an access roadway to the Sunset Levee across certain immovable property owned and operated by St. Charles Parish; and,

WHEREAS, the Parish is the owner of certain immovable property located in Des Allemands, Louisiana, Parish of St. Charles per an Act of Donation from Chevron U.S.A. Inc., more fully known as the Des Allemands Boat Launch; and,

WHEREAS, Parish desires to construct an access roadway and surcharge area for a future boat ramp located on Bayou Des Allemands in St. Charles Parish, known as Des Allemands Boat Launch (hereinafter referred to as “Project B”); and,

WHEREAS, Project B is a project eligible for funding from St. Charles Parish, including funding from CPRA funds and HB1 funds; and,

WHEREAS, this Cooperative Endeavor Agreement (hereinafter also referred to as the “Agreement”) will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for itself and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

WHEREAS, the purpose of this Agreement is to define the respective rights, duties, responsibilities, obligations, and liabilities between LBLD and the Parish assumed under this Agreement with respect to Project A and Project B.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B) is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Cooperative Endeavor 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 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Lyndy Kiltung*  
SECRETARY: *Michelle Dupontato*  
DLVD/PARISH PRESIDENT: *August 1, 2023*  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: *Mark Jones*  
RETD/SECRETARY: *August 1, 2023*  
AT: *3:53 pm* RECD BY: *[Signature]*

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN LAFOURCHE BASIN LEVEE DISTRICT AND ST. CHARLES PARISH**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** is entered into by and between:

**LAFORCHE BASIN LEVEE DISTRICT**, (hereinafter also identified as "LBLD") a political subdivision created by the Louisiana Legislature, represented herein by **DONALD RAY HENRY**, its Executive Director, whose mailing address is 21380 Louisiana Highway 20, Vacherie, Louisiana 70090, duly authorized by a Resolution of the Board of Commissioners adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is attached hereto and made a part hereof; and

**ST. CHARLES PARISH**, (hereinafter also identified as "Parish") a political subdivision of the State of Louisiana, herein represented by **MATTHEW L. JEWELL**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 23-7-16, adopted by the St. Charles Parish Council on the 31<sup>st</sup> day of July, 2023, a copy of which is attached hereto and made a part hereof;

who hereby agree as follows:

**WHEREAS**, Article VII, Section 14(c) of the Louisiana Constitution of 1974 provides in pertinent part that ... "*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...*"; and

**WHEREAS**, LBLD is authorized under La. R.S. 38:281, et seq., La. R.S. 38:301, and Article VI, Part III of the Louisiana Constitution to provide for the construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of the LBLD, and for all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

**WHEREAS**, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

**WHEREAS**, LBLD is a legislatively created local political subdivision district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, care, rehabilitation, or replacement of any flood control project; and

**WHEREAS**, the Parish, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority under its Home Rule Charter to enter into cooperative endeavor agreements with other political subdivisions or political corporations; and

**WHEREAS**, LBLD and St. Charles Parish are commissioned with hurricane protection, comprehensive flood control, and drainage for the residents and commercial entities of St. Charles Parish, State of Louisiana; and

**WHEREAS**, LBLD, in conjunction with the United States Army Corps of Engineers (USACE), entered into a Cooperative Endeavor Agreement with St. Charles Parish on April 2, 2014, within which LBLD agreed to operate, repair, rehabilitate and maintain the existing levees and future levees on the west bank of the Mississippi River in the Parish of St. Charles more commonly known as the West Bank Hurricane Protection Levee System, including Magnolia Ridge, Willowridge, West Bank & Vicinity, Western Tie – In, Davis Pond Levee, Ellington and the Sunset Levee; and

**WHEREAS**, LBLD desires to perform a levee lift for the Sunset Levee located within the West Bank Hurricane Protection Levee System in St. Charles Parish, known as THE Upper Barataria Risk Reduction Segment 2 – Sunset Levee CPRA Project No. BA-0220 (hereinafter also referred to as “Project A”); and

**WHEREAS**, Project A is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act (GOMESA,) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*: 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(8), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

**WHEREAS**, Project A is consistent with the State of Louisiana’s 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the State of Louisiana for the Project; and

**WHEREAS**, as a requirement for completion of the Project, LBLD needs to construct an access roadway to the Sunset Levee across certain immovable property owned and operated by St. Charle Parish; and

**WHEREAS**, the Parish is the owner of certain immovable property located in Des Allemands, Louisiana, Parish of St. Charles per an Act of Donation from Chevron U.S.A. Inc., as more fully recorded in the conveyance records of the Parish of St. Charles in COB 905, Folio 402 under entry number 458551, and per an Act of Donation from Chevron U.S.A. Inc., as more fully

recorded in the conveyance records of the Parish of St. Charles in COB 927, Folio 584 under entry number 472681; and

**WHEREAS**, Parish desires to construct an access roadway and surcharge area for a future boat ramp located on Bayou Des Allemands in St. Charles Parish, known as Des Allemands Boat Launch (hereinafter referred to as “Project B”); and

**WHEREAS**, Project B is a project eligible for funding from St. Charles Parish, including funding from CPRA funds and HB1 funds; and

**WHEREAS**, this Cooperative Endeavor Agreement (hereinafter also referred to as the “Agreement”) will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for itself and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and

**WHEREAS**, the purpose of this Agreement is to define the respective rights, duties, responsibilities, obligations, and liabilities between LBLD and the Parish assumed under this Agreement with respect to Project A and Project B; and

**WHEREAS**, LBLD and the Parish have the complete legal authority and capacity to enter into the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutually dependent covenants contained herein, **IT IS AGREED AS FOLLOWS:**

1. The term Project as used herein shall mean:
  - a. Project A: To increase the height of the Sunset Levee (levee lift) located within the West Bank Hurricane Protection Levee System;
  - b. Project B: to construct an access roadway and surcharge area across certain immovable property owned and operated by St. Charles Parish as reflected on the Attachment A, which is necessary for LBLD to construct Project A; and
  - c. Any measures determined to be necessary to complete Project A for the West Bank Hurricane Protection Levee System.
2. The term “Agreement” or “Cooperative Endeavor Agreement” (CEA) as used herein means this Agreement or any exhibits or attachments referenced and specifically incorporated by reference herein entered into by LBLD and the Parish in furtherance of this Project.
3. LBLD agrees to manage the joint bidding and construction of the Project that will construct Project A and Project B.
4. The obligations of LBLD under this Agreement shall include:

- a. Acquire any and all local, state, and federal permits required for the construction of Project A;
- b. Prepare, along with St. Charles Parish, a construction bid package combining Project A and Project B. This package will need to be submitted and approved by CPRA prior to advertisement for bidding. The bid package will also be presented to the Parish for review and comment relative to those items pertinent to Project B;
- c. Coordination with CPRA on project updates and reimbursement requests related to Project A;
- d. With St. Charles Parish being involved in the review and acceptance process, LBLD will advertise the Project, receive bids, and award the Project to the lowest responsible bidder on the project which will be performed. The lowest bid for the project shall be defined as the sum of the cost of Project A plus the cost of Project B;
- e. Notify the Parish of the intended award of the contract, the expected cost for Project B, and the expected date for commencement of the construction work;
- f. Administer the construction contract with the selected contractor, including construction administration, construction monitoring, and construction inspection;
- g. At the beginning of construction, provide an estimate to the Parish of the anticipated construction administration, monitoring, inspection, and testing fees that will be prorated toward Project B during the course of construction;
- h. Approve monthly pay requests by the contractor, and submit an invoice to the Parish for their portion of the construction work as related to Project B, inclusive of the construction fees shown above in item (g);
- i. Notify the Parish of any construction issues relative to Project B;
- j. Notify the Parish prior to completion of the construction work for Project B and facilitate a final inspection of the work with the Parish;
- k. Perform project close-out and final invoicing to the Parish upon completion of the work; and
- l. Timely provide St. Charles Parish with all inspection reports, change orders, change directives or other proposed modifications to Project B;

5. The obligations of the Parish under this Agreement shall include:

- a. Provide to LBLD final construction plans, geotechnical reports, and specifications for Project B certified by a Professional Engineer properly licensed in the State of Louisiana;
- b. Provide to LBLD and maintain through the duration of the project all documents relative to all local, state, and federal permits required and obtained for Project B;
- c. Provide to LBLD an engineer's construction cost estimate for Project B;
- d. Provide written approval to LBLD of the expected cost for Project B and that sufficient funds to cover the estimated construction cost for Project B have been properly budgeted by the Parish and that the funds will be available prior



- to the first public advertisement date. It is the intent of this item to satisfy La. R.S. 38:2212 requirement of properly budgeting funds prior to issuance of public advertisement for the Project;
- e. Coordination with CPRA on project updates and reimbursement requests related to Project B;
  - f. Work closely with LBLD relative to any construction issues as noticed by LBLD per items 4. g, h, and i above;
  - g. Immediately approve, process and make payment to LBLD for monthly construction cost invoices within thirty (30) calendar days of receipt of the invoice from LBLD; and
  - h. At the completion of construction, provide written confirmation that all construction work relative to this agreement have been satisfactorily completed, pay all outstanding invoices and retainage to LBLD, and written confirmation that all requirements of this agreement have been satisfied.
6. LBLD and the Parish further agree the Parish will pay for all costs incurred for the construction of Project B, and LBLD will pay for all costs incurred for the construction of Project A.
  7. As a condition precedent to its undertaking and/or commencement of any of the aforementioned work, LBLD shall provide the Parish a written request for approval and authorization of said work. The Parish shall not unreasonably withhold said approval and authorization of said work and agrees to provide a response within thirty (30) days from the date of the written request. If the Parish does not approve or authorize said work, the Parish will not participate either financially or otherwise in the cost of said work. If LBLD fails to request said approval or authorization from the Parish, the Parish shall not be liable financially or otherwise for any of the costs of said work.
  8. LBLD agrees to invoice the Parish on a monthly basis and provide proper supporting documentation with said invoice for the work contemplated by this Project and actually performed during the preceding month.
  9. LBLD acknowledges that any improvements made to the property referenced herein for the construction of the access roadway will become the property of St. Charles Parish in full 100% ownership.
  10. LBLD shall defend, hold harmless and indemnify the Parish for injury to persons or property arising out of the existence, maintenance, operation or repair of the levees and structures for which they have assumed responsibility as set out hereinabove.
  11. LBLD shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them and the Parish from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. The required minimum insurance coverage and limits are as follows:

- a. Worker's Compensation insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana with Employers Liability included equal to the maximum statutory limits per accident/per disease/per employee.
- b. Commercial General Liability Insurance: Commercial General Liability insurance shall have a minimum limit per occurrence of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS.
- c. Automobile Liability: Automobile Liability insurance shall have a minimum combined single limit per occurrence of ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

It is agreed and understood that both LBLD shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming of St. Charles Parish as an additional insured within ten (10) days of the execution of this Agreement. LBLD shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Coverages shall not be cancelled, suspended, or voided by either party without thirty (30) days prior written notice to either party.

- 12. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to the LBLD,

Donald Ray Henry  
Lafourche Basin Levee District  
21380 Louisiana Highway 20  
Vacherie, Louisiana 70090

With a copy to:

C. Spencer Long II  
Assistant District Attorney  
P.O. Box 312  
Donaldsonville, Louisiana 70346

If to the Parish,

Matthew L. Jewell  
St. Charles Parish President  
P. O. Box 302  
Hahnville, LA 70057

With copies to:

Director of Legal Services  
P. O. Box 302  
Hahnville, LA 70057, and

Director of Public Works  
P. O. Box 302  
Hahnville, LA 70057

13. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29<sup>th</sup> Judicial District Court in and for the Parish of St. Charles, State of Louisiana.
14. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.
15. Termination for Cause – Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this Agreement, provided that the party shall give the other party written notice specifying said failure(s). If within thirty (30) days after receipt of such notice, the party shall not have either corrected such failure(s) or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure(s) and thereafter proceeded diligently to complete such correction, then the party may, at its option, place the other party in default of this Agreement terminating this Agreement on the date specified in such notice.
16. In acting pursuant to the right and obligations set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state, and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La.R.S. 38:2211, et seq.).
17. To the extent permitted by law governing each party, the parties agree to maintain the confidentiality of any exchanged information when requested to do so by the other party, subject to the Louisiana Public Records Act. Should a request be made for information by the public and the information has been requested to be held confidential by the other party, the party upon whom the request has been made shall notify the other party at the first opportunity in order that the party that provided the information can determine if the information falls within an exception under the Louisiana Public Records Act.
18. This Agreement is the complete agreement between LBLD and the Parish as it pertains to the subject matter of this Agreement and to this Project and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

LAFORCE BASIN LEVEE DISTRICT

ST. CHARLES PARISH

BY: \_\_\_\_\_  
DONALD RAY HENRY  
EXECUTIVE DIRECTOR

BY: Matthew Jewell  
MATTHEW L. JEWELL  
PARISH PRESIDENT

DATE: \_\_\_\_\_

DATE: 8/1/23

WITNESS: \_\_\_\_\_

WITNESS: Kaylonzy

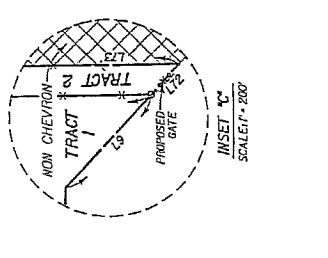
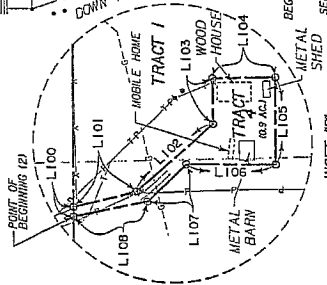
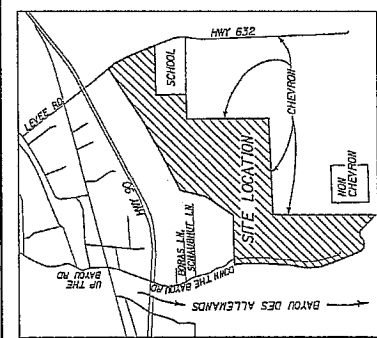
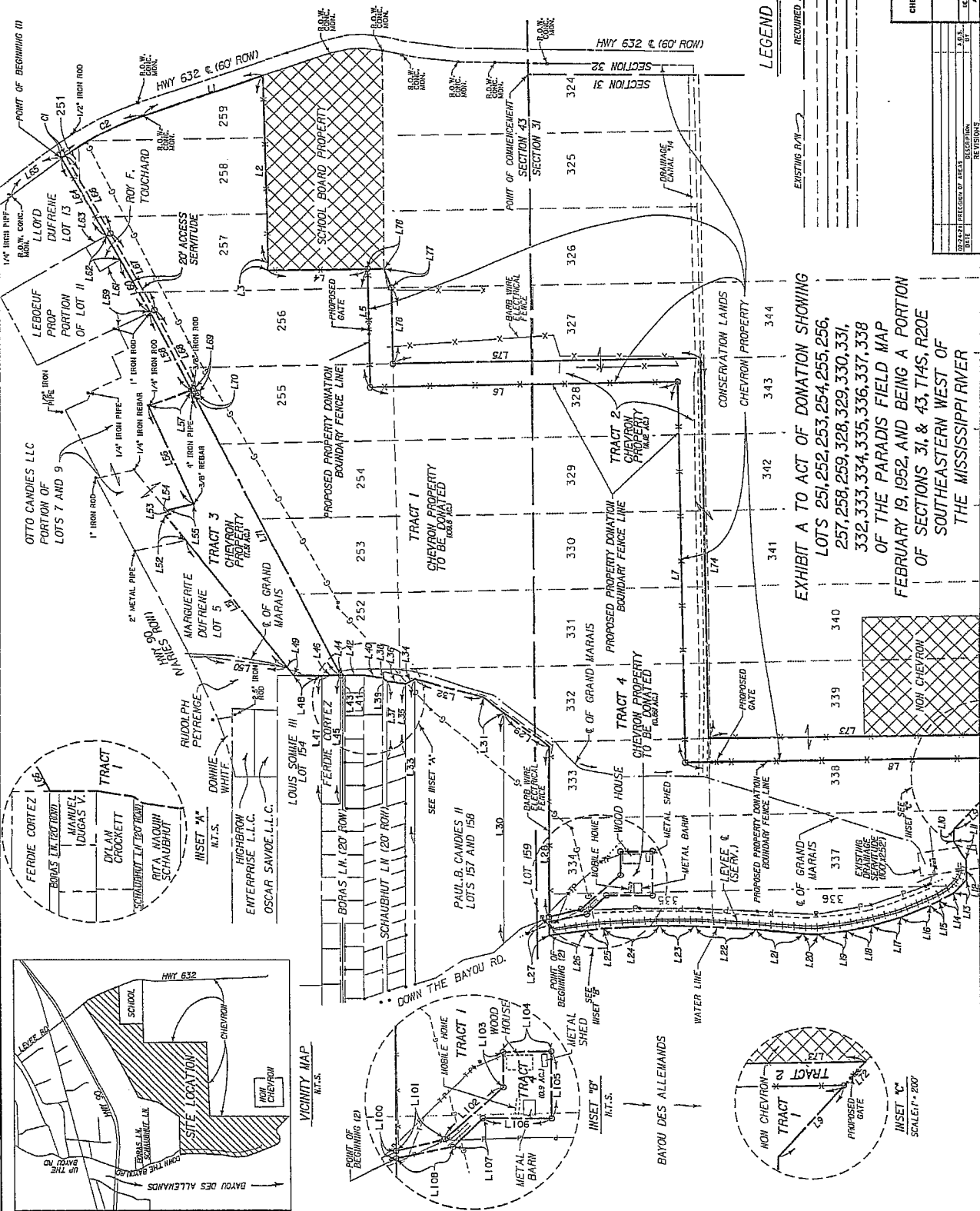
WITNESS: \_\_\_\_\_

WITNESS: [Signature]

Attachment A

SEE SHEET 2 OF 2  
FOR LEGAL  
DESCRIPTION, BEARING  
AND DISTANCES.

SCALE: 1"=200'



LEGEND

- EXISTING D/W
- REQUIRED D/W
- RIGHT OF WAY LINE
- LOT LINE
- APPARENT PROPERTY LINE
- SERVICE LINE
- SECTION LINE
- SECTION CORNER
- SET 1/2" DIAMETER IRON PIPE
- FOUND PROPERTY CORNER

I, KERRY, CERTIFY THAT THIS PLAN  
AND THE SURVEY THEREON WERE  
PREPARED BY ME OR UNDER MY  
SUPERVISION AND TO THE BEST OF  
MY KNOWLEDGE AND BELIEF THEY  
COMPLY WITH ALL APPLICABLE  
LAW, AS IMPOSED BY THE  
STATE BOARD OF REGISTRATION FOR  
SURVEYORS AND ENGINEERS FOR  
CLASSIFICATION & SURVEYS.



02/22/21  
ANDREW D. SHREAD  
PROFESSIONAL LAND SURVEYOR #5087

EXHIBIT A TO ACT OF DONATION SHOWING  
LOTS 251, 252, 253, 254, 255, 256,  
257, 258, 259, 328, 329, 330, 331,  
332, 333, 334, 335, 336, 337, 338  
OF THE PARADIS FIELD MAP  
FEBRUARY 19, 1952, AND BEING A PORTION  
OF SECTIONS 31, & 43, THAS, R20E  
SOUTHEASTERN WEST OF  
THE MISSISSIPPI RIVER

DATE	REVISIONS	BY	CHKD	APP'D

EXHIBIT A TO ACT OF DONATION  
CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH  
DES ALLEMANDS, LOUISIANA  
SHREAD & MURRAY, INC. ENGINEERS & PLANNERS  
1000 N. W. 10TH ST. SUITE 100  
DALLAS, TEXAS 75201  
PH: 972.382.1111  
WWW.SHREADMURRAY.COM



2023-0197

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

RESOLUTION NO. 6708

A resolution in support of the Planning and Zoning Commission's approval of 2023-3-SPU for an accessory dwelling unit in an R-1A zoning district at 100 Cadow Street, Paradis, with a waiver from the minimum building elevation, as requested by Robert and Heidi Lasserre.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires a resolution of support from the Parish Council in order to permit an accessory dwelling unit (ADU); and,

WHEREAS, Section IV.B.4 of the Zoning Ordinance of 1981 also requires a resolution of support from the Parish Council for any special permit use needing a waiver from any zoning regulations; and,

WHEREAS, Robert and Heidi Lasserre requested a special permit for an ADU at 100 Cadow Street, Paradis; and,

WHEREAS, Robert and Heidi Lasserre also requested a waiver from the minimum elevation of 5 ft. down to 2.3 ft. (above mean sea level in the NAVD 88 datum) for the ADU; and,

WHEREAS, the Planning and Zoning Commission approved the special permit for the ADU with the requested waiver from the minimum building elevation at its regular meeting on July 6, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district and with support of a waiver from the minimum building elevation from 5 ft. to 2.3 ft. above mean sea level in the NAVD 88 Datum at 100 Cadow Street, Paradis, as requested by Robert and Heidi Lasserre.

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 31<sup>st</sup> day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings  
SECRETARY: Michelle Dupont  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: August 1, 2023  
AT: 3:53pm RECD BY: [Signature]

2023-0198

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

RESOLUTION NO. 6709

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, a. Corner Lot, as requested by Boyd Kinler, Patti Gassen, Brent Kinler, Trudy Brooks, and Kerry Parlette.

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 corner lots to have extra width to permit setback lines on the side adjacent to a side street as specified by the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the applicant has requested a waiver from the corner lot requirement for Lot 50A as shown on a survey by Louis J. Gassen Jr., PLS dated April 5, 2023, revised July 12, 2023; and,

WHEREAS, granting the waiver will allow Lot 50A to measure 71 feet wide along St. Maria Street instead of the 80 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 July 6, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the corner lot requirement to allow Lot 50A as shown on a survey by Louis J. Gassen Jr., PLS dated April 5, 2023, revised July 12, 2023, as requested by Boyd Kinler, Patti Gassen, Brent Kinler, Trudy Brooks, and Kerry Parlette.

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

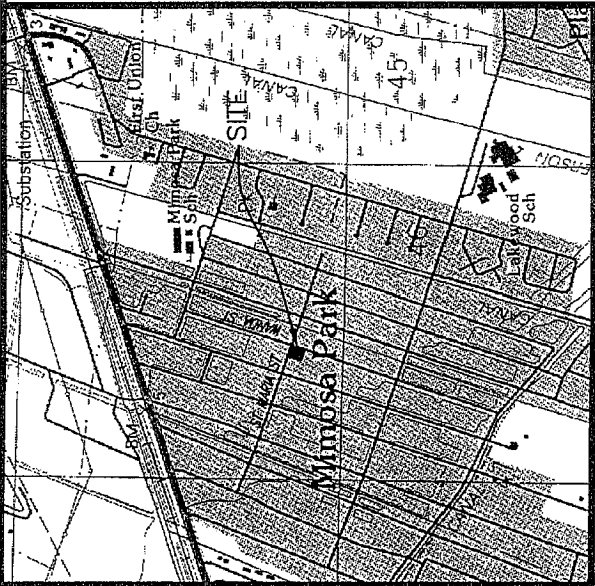
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER  
NAYS: NONE  
ABSENT: FISHER-CORMIER

And the resolution was declared adopted this 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Bellino  
SECRETARY: Michelle Dupontato  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: August 1, 2023  
AT: 3:53pm RECD BY: [Signature]





VICINITY MAP  
SCALE: 1" = 2000'

APPROVALS:

*[Signature]* 7/17/23 Date  
St. Charles Parish Planning and Zoning  
Commission Chairman

*[Signature]* 07/31/23 Date  
St. Charles Parish Council Chairman

*[Signature]* 08/01/23 Date  
St. Charles Parish President

REFERENCE PLAN:  
MIMOSA PARK SUBDIVISION BY E. M. COLLIER,  
DATED SEPT., 1952

The reference plan shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

30 20 10 0 30  
GRAPHIC SCALE

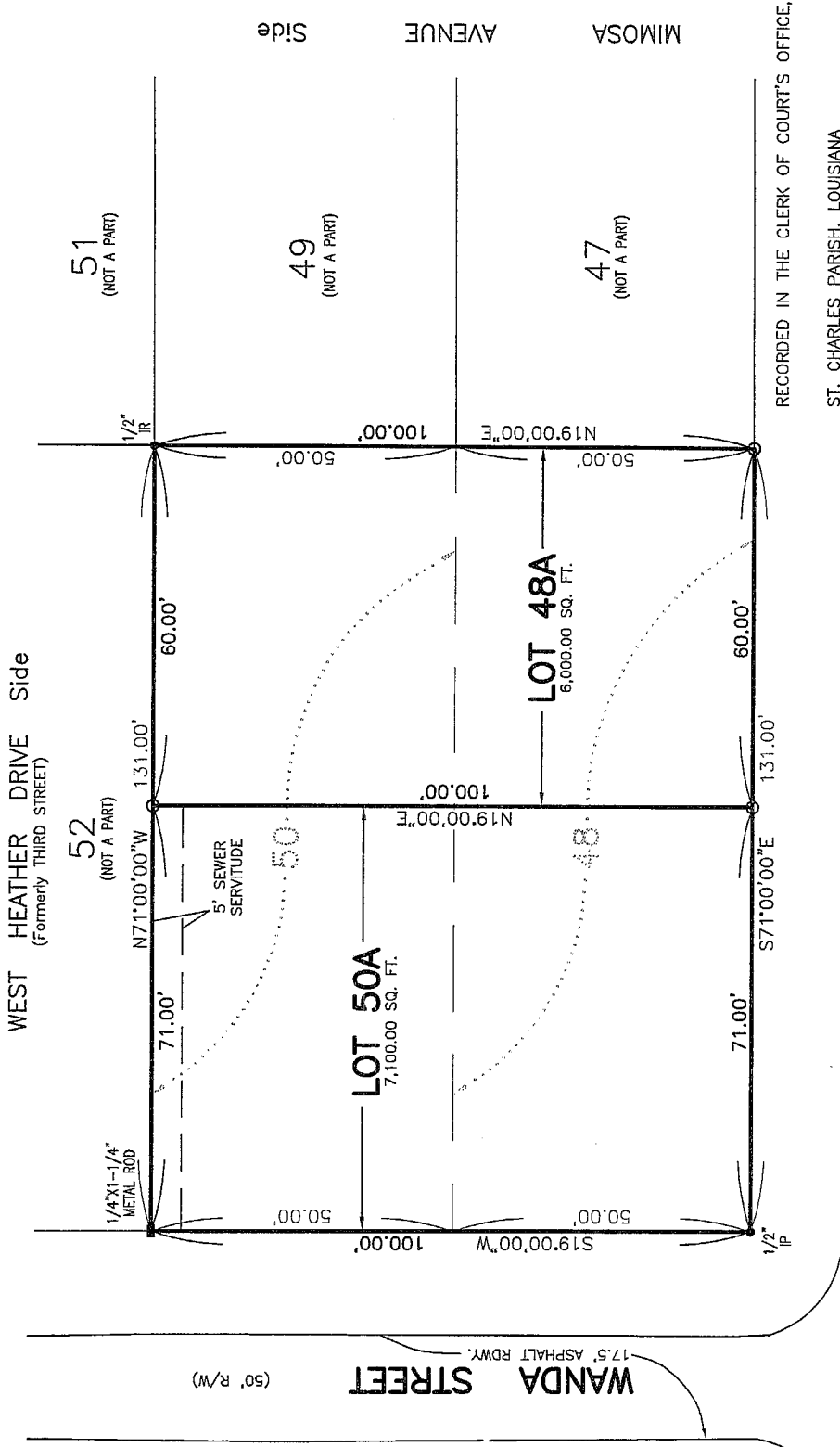
NOTE:  
ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE.

- LEGEND
- & ■ = FOUND
  - = 1/2" IRON ROD SET
  - IP = IRON PIPE
  - IR = IRON ROD
  - BEARINGS ARE BASED ON REFERENCE PLAN

**RESUBDIVISION OF LOTS 48 & 50, BLOCK "C"  
MIMOSA PARK SUBDIVISION  
INTO LOTS 48A & 50A  
IN SECTION 47, T13S - R21E  
ST. CHARLES PARISH, LOUISIANA**

APRIL 5, 2023  
REVISED JULY 12, 2023 TO SHOW  
SEWER SERVITUDE

CERTIFIED TO BOYD KINLER



**ST. MARIA STREET**  
(Formerly SECOND STREET)  
(50' R/W)

ON THE \_\_\_\_ DAY OF \_\_\_\_ 20  
INSTRUMENT NUMBER \_\_\_\_

RECORDED IN THE CLERK OF COURT'S OFFICE,  
ST. CHARLES PARISH, LOUISIANA

I certify that this plat represents an actual ground survey performed by myself or under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

*[Signature]*  
LOUIS J GASSEN JR, PLS  
Registration No. 4945  
(985) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070

**GASSEN SURVEYING, LLC**

2023-0199

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM)

RESOLUTION NO. 6710

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for St. Charles Clean Fuels, LLC, Project ID: 20230093-ITE for participation in the Industrial Tax Exemption Program for a potential project in St. Rose, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, St. Charles Clean Fuels, LLC applied to participate in the Industrial Tax Exemption Program ("ITEP") and seeks local approval and the Governor's approval for contracts granting exemptions for potential projects at the company's proposed location in St. Rose; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of ITEP contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the Executive Orders provide that ITEP contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, rules promulgated by the Louisiana Department of Economic Development ("LED") and adopted by BCI mandates parameters for ITEP approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, St. Charles Clean Fuels, LLC is requesting "pre-approval" or support of its ITEP application to BCI which is scheduled for consideration at its next meeting on August 23, 2023; and,

WHEREAS, the proposed project described herein is part of a larger project that, upon completion, is expected to satisfy new job and payroll creation requirements by creating over 200 jobs while generating an estimated \$130 Million in additional Ad Valorem taxes and approximately \$125 Million in additional Sales/Use Taxes to local taxing authorities during the ITEP period; and,

WHEREAS, in addition to satisfying the minimum program requirements, St. Charles Clean Fuels, LLC commits to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promises to continue productive partnerships with our educational institutions.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, support the application for Industrial Tax Exemption by St. Charles Clean Fuels, LLC, Project ID: 20230093-ITE.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to St. Charles Clean Fuels, LLC, Louisiana Board of Commerce and Industry, LED, and Governor Edwards.

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 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings  
SECRETARY: Michelle Dupontato  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: August 1, 2023  
AT: 3:53 pm RECD BY: [Signature]

2023-0200

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM)

RESOLUTION NO. 6711

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for St. Charles Clean Fuels, LLC, Project ID: 20230132-ITE for participation in the Industrial Tax Exemption Program for a potential project in St. Rose, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, St. Charles Clean Fuels, LLC applied to participate in the Industrial Tax Exemption Program ("ITEP") and seeks local approval and the Governor's approval for contracts granting exemptions for potential projects at the company's proposed location in St. Rose; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of ITEP contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the Executive Orders provide that ITEP contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, rules promulgated by the Louisiana Department of Economic Development ("LED") and adopted by BCI mandates parameters for ITEP approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, St. Charles Clean Fuels, LLC is requesting "pre-approval" or support of its ITEP application to BCI which is scheduled for consideration at its next meeting on August 23, 2023; and,

WHEREAS, the proposed project described herein is part of a larger project that, upon completion, is expected to satisfy new job and payroll creation requirements by creating over 200 jobs while generating an estimated \$130 Million in additional Ad Valorem taxes and approximately \$125 Million in additional Sales/Use Taxes to local taxing authorities during the ITEP period; and,

WHEREAS, in addition to satisfying the minimum program requirements, St. Charles Clean Fuels, LLC commits to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promises to continue productive partnerships with our educational institutions.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, support the application for Industrial Tax Exemption by St. Charles Clean Fuels, LLC, Project ID: 20230132-ITE.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to St. Charles Clean Fuels, LLC, Louisiana Board of Commerce and Industry, LED, and Governor Edwards.

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 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: August 1, 2023  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RET/SECRETARY: August 1, 2023  
AT: 3:53 pm RECD BY: [Signature]

2023-0188

RESOLUTION NO. 6712

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the expiration of the term of Major Donald Smith on August 19, 2023; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mrs. Amanda Pertuis  
260 Judge Edward Dufresne Parkway, Luling, LA 70070  
is hereby appointed to the ST. CHARLES PARISH COMMUNICATIONS DISTRICT representing the St. Charles Parish Sheriff's Office.

BE IT FURTHER RESOLVED that said appointment shall be effective AUGUST 19, 2023 and shall expire AUGUST 19, 2027.

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 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT 911.(Sheriff's Office.1).doc

CHAIRMAN: *Beck Billings*  
 SECRETARY: *Michelle Depastato*  
 DLVD/PARISH PRESIDENT: August 1, 2023  
 APPROVED: *✓* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Matt Jones*  
 RETD/SECRETARY: August 1, 2023  
 AT: 3:53 pm RECD BY: *[Signature]*

2023-0189

**RESOLUTION NO. 6713**

A resolution appointing a member to the St. Charles Parish Communications District representing the St. Charles Parish Firemen's Association.

**WHEREAS**, there exists a vacancy on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** due to the expiration of the term of Mr. Oliver Dufrene on August 19, 2023; and,

**WHEREAS**, it is the desire of the Parish Council to fill this vacancy.

**NOW, THEREFORE, BE IT RESOLVED**, that Mr. Oliver Dufrene  
P. O. Box 273, Paradis, LA 70080

is hereby appointed to the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT** representing the St. Charles Parish Firemen's Association.

**BE IT FURTHER RESOLVED** that said appointment shall be effective **AUGUST 19, 2023** and shall expire **AUGUST 19, 2027**.

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 31st day of July, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT 911. (Firemen's Association.1).doc

CHAIRMAN: Beth Billings

SECRETARY: Michelle Dufrene

DLVD/PARISH PRESIDENT: August 1, 2023

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Matt Jones

RETD/SECRETARY: August 1, 2023

AT: 3:53 pm RECD BY: [Signature]