



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

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

Monday, December 4, 2023

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 7 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier
Absent 2 - Dick Gibbs, and Nicky Dufrene

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, 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, Planning & Zoning Director Michael Albert, Economic Development & Tourism Director Corey Faucheux, R.S.V.P. Director Jeanne Arabie, Eric Berteau, Contract Monitoring Specialist, Blaine Faucheux, Public Information Office

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Pastor D. B. Mollaire
Good Hope Missionary Baptist Church, Norco

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Darensbourg Gordon, to approve the minutes from the regular meeting of November 20, 2023. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2023-0329

In Recognition: Kolby Alan Torres, Eagle Scout

Sponsors: Mr. Fisher

Read

2 2023-0330

In Recognition: Kyle Anthony Torres, Eagle Scout

Sponsors: Mr. Gibbs

Read

3 2023-0331

In Recognition: William Warren Degenhart, Jr., Eagle Scout

Sponsors: Ms. Clulee

Read

4 2023-0332

Proclamation: Christmas Celebration

Sponsors: Ms. Clulee

Read

5 2023-0333

Proclamation: Toy and Gift Fund Week

Sponsors: Mr. Jewell

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)2023-0334

Eric Berteau, Contract Monitoring Specialist reported.

Councilwoman Fonseca spoke on the matter.

Councilwoman Fisher-Cormier spoke on the matter.

Mr. Berteau spoke on the matter.

Councilwoman Bellock spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Chairman Billings spoke on the matter.

Reported

2023-0335

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Fonseca spoke on the matter.

President Jewell spoke on the matter.

Councilwoman Darensbourg Gordon spoke on the matter.

Councilwoman Bellock 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, DECEMBER 18, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0341

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Memorial Plaza (Parish Project No. CMPK0418), to decrease the contract amount by \$2,158.05 and increase the contract time by 409 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on December 18, 2023

2023-0343

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Patricia Bourgeois wife of/and James J. Poche for the purchase of property at 679 West Pine Street, Norco, Louisiana, for drainage improvements to the Engineer's Pump Station.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on December 18, 2023

2023-0344

An ordinance approving and authorizing the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202), in the amount of \$2,757,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on December 18, 2023

2023-0345

An ordinance to amend the Code of Ordinances, Chapter 22, Sewers and Sewage Disposal, Article IV. General Sewer Use Regulations, Section 22-80. (1)(a) User charges and connection charges.; and Chapter 23, Water, Article I. In General, Section 23-3. Water user charges. (e), to limit each annual adjustment so as to not be below 0.00% and not to exceed 2.5% effective January 1, 2024.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on December 18, 2023

PLANNING AND ZONING PETITIONS

6 2023-0314

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Approval

Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Mr. Louis Authement, Luling

Public Hearing Requirements Satisfied

Council Discussion

Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-1

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

7 2023-0302

An ordinance approving and authorizing the exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department.

Sponsors: Mr. Jewell and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval

Legal Services Director Corey Oubre spoke on the matter.

Speakers:

Mr. Ronnie Jacob, President and Captain of Bayou Gauche Fire Department

Public Hearing Requirements Satisfied

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-2

12 2023-0318

An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

Sponsors: Ms. Fonseca, Ms. Billings, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

Reported:

Councilwoman Fonseca Recommended: Approval

Councilwoman Billings Recommended: Approval

Councilwoman Darensbourg Gordon Recommended: Approval

Councilwoman Clulee Recommended: Approval

Councilman Gibbs Recommended: Approval

Councilman Fisher Recommended: Approval

Councilwoman Fonseca spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock and Fisher

Nay: 1 - Fisher-Cormier

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-3

13 2023-0319

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Speakers:

Mr. Walter Pilié, Destrehan

Mr. Bingham spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-4

20 2023-0323

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-5

37 2023-0324

An ordinance approving and authorizing the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

Sponsors: Mr. Jewell and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Billings, Fonseca, Darensbourg Gordon, Bellock, Fisher and Fisher-Cormier

Nay: 1 - Clulee

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-6

40 2023-0325

An ordinance approving and authorizing the execution of Change Order No. 1 and Final for the Ama Drainage Improvements Rebid, Project No. P150801-2, to increase the contract amount by \$80,971.85 and increase the contract time by 218 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-7

2023-0326

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between Bunge Chevron AG Renewables, LLC and St. Charles Parish relative to the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the "Project").

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

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

Mr. Albert stated that Administration requested to table this item.
Chairman Billings spoke on the matter.
Legal Services Director Corey Oubre spoke on the matter.

Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Clulee, seconded by Councilmember Fonseca, to Table File No. 2023-0326. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Tabled.

2023-0327

An ordinance approving and authorizing the execution of a Cancellation of Lease and an Act of Conveyance of a certain piece of property with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements located thereon at 145 Angus Drive in Luling, Louisiana.

Sponsors: Mr. Jewell and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval
Legal Services Assistant Director Robert Raymond spoke on the matter.

Speakers:

Mr. Keith Dacus, Luling

Public Hearing Requirements Satisfied

Council Discussion

Councilwoman Clulee motioned to amend the proposed ordinance, to change, 4th Whereas, "it is the desire of the parties to the Lease to cancel said Lease and convey the improvements located thereon to Hospital Service District No. 1 of the Parish of St. Charles." to read, "it is the desire of the parties to the Lease to cancel said Lease and convey the improvements located thereon to Hospital Service District No. 1 of the Parish of St. Charles for the appraised value of \$170,000.00."

Section II., "That the Act of Conveyance for the improvements located at 145 Angus Drive, Luling, Louisiana by and between St. Charles Parish and Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana is hereby approved and accepted." to read, "That the Act of Conveyance for the improvements located at 145 Angus Drive, Luling, Louisiana by and between St. Charles Parish and Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana is hereby approved and accepted for the sum of \$170,000.00 value based on appraisal."

A motion was made by Councilmember Clulee, seconded by Councilmember Fonseca to Amend File No. 2023-0327. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Amended

58 2023-0327

An ordinance approving and authorizing the execution of a Cancellation of Lease and an Act of Conveyance of a certain piece of property with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements located thereon at 145 Angus Drive in Luling, Louisiana.

Sponsors: Mr. Jewell and Department of Legal Services

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Enactment No: 23-12-8

2023-0328

An ordinance to revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, and Jean Street, Destrehan Park and Gabriel Heights Subdivisions, as shown on the map by Michael P. Blanchard, PLS, signed and dated October 24, 2023.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

Planning Commission Recommended: Approval

Legal Services Director Corey Oubre advises that in conjunction with the tabling of File No. 2023-0326, the Administration request that 2023-0328 be tabled at this time.

A motion was made by Councilmember Clulee, seconded by Councilmember Fonseca, to Table File No. 2023-0328. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Tabled.

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2023-0321

A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Fisher-Cormier and Ms. Clulee

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Darensbourg Gordon, to remove File No. 2023-0321 from the Table. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Removed from the Table

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Darensbourg Gordon, to Postponed Indefinitely File No. 2023-0321. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Postponed Indefinitely

PERSONS TO ADDRESS THE COUNCIL

2023-0342

Ms. Reanda Pierre: WAIVER

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Fonseca, to extend time an additional three minutes. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Time Extended

Councilwoman Fisher-Cormier spoke on the matter.
Ms. Pierre spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.

Heard

APPOINTMENTS2023-0336

Accept resignation of Ms. Michele deBruler - St. Charles Parish Planning & Zoning Commission District VII Representative

Resignation Accepted by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Resignation Accepted

2023-0337

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

Nominee:

Councilwoman Fisher-Cormier nominated Mr. Richard J. Folse, Jr.

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Clulee, to Close Nomination(s) for File No. 2023-0337. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Nomination(s) Closed

2023-0339

Accept resignation of Mr. Ernest Eusea - St. Charles Parish Board of Adjustment District IV Representative

Resignation Accepted by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Resignation Accepted

2023-0340

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

Nominee:

Councilwoman Fisher-Cormier at the request of Councilman Dufrene and Councilman-Elect Comardelle, nominated Mr. Clyde H. Maddox

Nomination(s) Accepted

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Clulee, to Close Nomination(s) for File No. 2023-0340. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2023-0313

Adopt 2024 Parish Council Meeting Schedule

Amendment: to amend the proposed St. Charles Parish Council Meeting Schedule as follows: change September 3rd and September 16th to September 9th and September 23rd

A motion was made by Councilmember Clulee, seconded by Councilmember Fonseca, to Amend File No. 2023-0313. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Amended

VOTE TO ADOPT THE 2024 PARISH COUNCIL MEETING SCHEDULE AS AMENDED

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Adopted

2023-0338

Executive Session: LMB Services, LLC vs. Parish of St. Charles

Sponsors: Mr. Jewell and Department of Legal Services

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to go into Executive Session. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Chairman Billings announced that all Councilmembers present, Parish President Matthew Jewell, Legal Services Director Corey Oubre, and Legal Services Assistant Director Robert Raymond will be in Executive Session.

Heard in Executive Session

Chairman Billings explained that Executive Session was regarding File No. 2023-0338 LMB Services, LLC vs. Parish of St. Charles.

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

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Returned

ADJOURNMENT

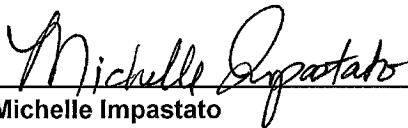
A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 7:51 pm. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

The Parish of St. Charles

December 4, 2023

IN RECOGNITION

WHEREAS, *Kolby Alan Torres is a resident of St. John the Baptist Parish, residing in Reserve, Louisiana with his parents Kirk and Cathy, his sister Robin, and brother Kyle; and,*

WHEREAS, *Kolby is a member of Troop 317 chartered by the Southeast Louisiana Council, Boy Scouts of America in Destrehan; he started his Scouting career October 2017; and,*

WHEREAS, *Kolby has spent the last 6 years as an active member of the Scouts, spending the last 5 years preparing to become an EAGLE SCOUT; and,*

WHEREAS, *Kolby has earned his 36 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by building Wood Duck Boxes for the Spillway in St. Charles Parish; and,*

WHEREAS, *Kolby earned these 36 merit badges by showing leadership ability as Assistant Senior Patrol Leader, Quartermaster, and Patrol Leader; and,*

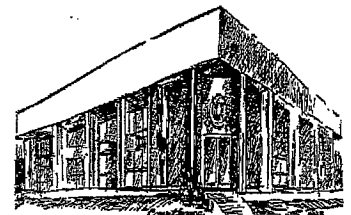
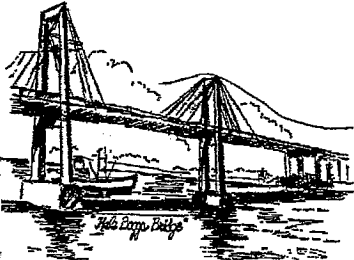
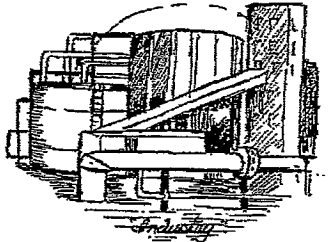
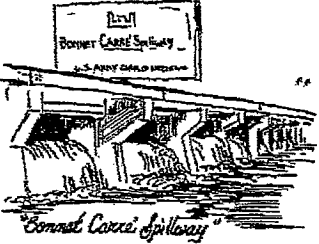
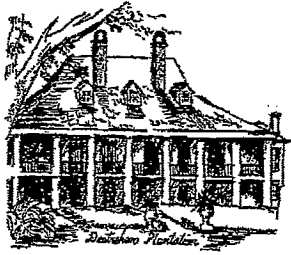
WHEREAS, *Kolby rose to the rank of EAGLE SCOUT on June 15, 2022, and received his medal in a ceremony on August 6, 2022, at St. Charles United Methodist Church in Destrehan; and,*

WHEREAS, *Kolby is a Sophomore at Archbishop Rummel High School, and will continue to grow as an EAGLE SCOUT by providing leadership for Troop 317.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

KOLBY ALAN TORRES

*"PARISH OF PLICENTY"
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 DuFrène
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 Darenshour Gordon
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

Bob Fisher
BOB FISHER
COUNCILMAN, DISTRICT VI

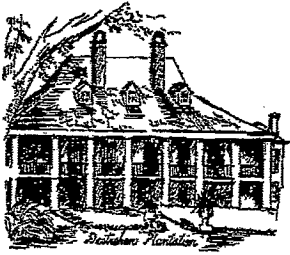
Mary K. Clulee
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

Julia Fisher Cormier
JULIA FISHER CORMIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

December 4, 2023

IN RECOGNITION



WHEREAS, Kyle Anthony Torres is a resident of St. John the Baptist Parish, residing in Reserve, Louisiana with his parents Kirk and Cathy, his sister Robin, and brother Kolby; and,



WHEREAS, Kyle is a member of Troop 317 chartered by the Southeast Louisiana Council, Boy Scouts of America in Destrehan; he started his Scouting career October 2017; and,

WHEREAS, Kyle has spent the last 6 years as an active member of the Scouts, spending the last 5 years preparing to become an EAGLE SCOUT; and,

WHEREAS, Kyle has earned his 36 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by building Wood Duck Boxes for the Spillway in St. Charles Parish; and,

WHEREAS, Kyle earned these 36 merit badges by showing leadership ability as Assistant Senior Patrol Leader, Quartermaster, and Assistant Patrol Leader; and,

WHEREAS, Kyle rose to the rank of EAGLE SCOUT on June 15, 2022, and received his medal in a ceremony on August 6, 2022, at St. Charles United Methodist Church in Destrehan; and,

WHEREAS, Kyle is a Sophomore at Archbishop Rummel High School, and will continue to grow as an EAGLE SCOUT by providing leadership for Troop 317.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

KYLE ANTHONY TORRES

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

Matthew Jewell

**MATTHEW JEWELL
PARISH PRESIDENT**

Beth A. Billings

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

Holly Fonseca

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

La Sandra Darenbourg Gordon

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

Mary K. Glulee

**MARY K. GLULEE
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

December 4, 2023

IN RECOGNITION

WHEREAS, William Warren Degenhart, Jr. is a resident of St. Charles Parish, residing in Luling, Louisiana with his parents Will and Karen, and brothers Alex and Jackson; and,

WHEREAS, William is a member of Troop 317 chartered by the Southeast Louisiana Council, Boy Scouts of America in Destrehan; he started his Scouting career in 2017; and,

WHEREAS, William has spent the last 7 years as an active member of the Scouts, preparing to become an EAGLE SCOUT; and,

WHEREAS, William has earned his 36 merit badges from a list of 137 badges and completed his Eagle Scout Service Project by building a chicken coop for the St. Charles Parish Animal Shelter; and,

WHEREAS, William earned these 36 merit badges by showing leadership ability as Senior Patrol Leader, Troop Guide, and Den Chief; and,

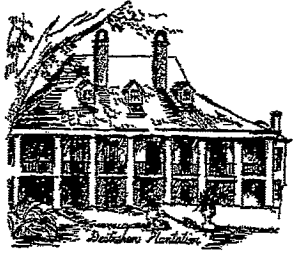
WHEREAS, William rose to the rank of EAGLE SCOUT on February 27, 2023, and received his medal in a ceremony on August 4, 2023, at the Grand Ridge Country Club in Luling; and,

WHEREAS, William is a Junior at Jesuit High School, and will continue to grow as an EAGLE SCOUT by providing leadership as an Order of the Arrow Unit Representative for Troop 317.

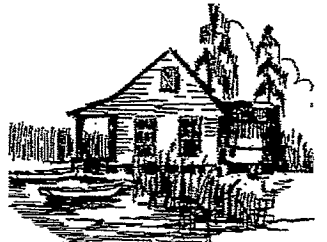
NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

WILLIAM WARREN DEGENHART, JR.

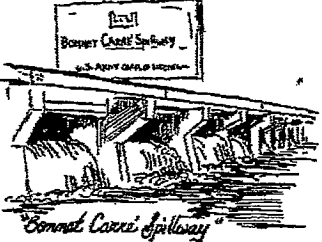
*"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.*



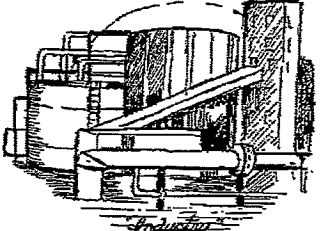
"Dutch Colonial Plantation"



"Hunting and Fishing"



"Bouquet Casket Spillway"



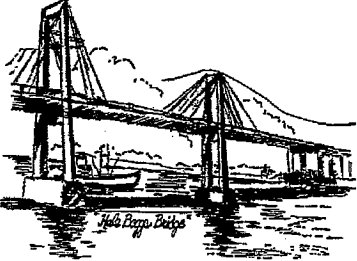
"Industry"



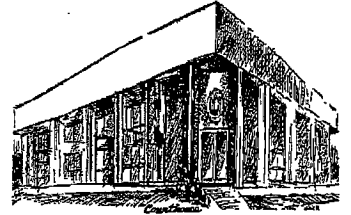
"The Little Red Church"



"Luling"



"Holly Ridge Bridge"



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

Julia Fisher Cormier
JULIA FISHER CORMIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, we are now entering the Christmas Season - a time in which generations of Christians have celebrated the birth of Jesus Christ in the Holy City of Bethlehem; and,

WHEREAS, through this season we pride ourselves in the renewed spirit of peace, love, and hope in communities throughout the world; and,

WHEREAS, we celebrate with symbols such as the Christmas tree and honor St. Nicholas, the patron saint of children, known as Santa Claus; and,

WHEREAS, there is no better way to begin our Christmas Season than with a Christmas Tree Lighting and Community Caroling Celebration; and,

WHEREAS, the St. Charles Parish Rotary Club is planning a Christmas Tree Lighting and Christmas Caroling Celebration with a visit from Santa Claus.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY DECLARE WEDNESDAY, DECEMBER 6, 2023, TO BE AN EVENING OF CHRISTMAS CELEBRATION

IN ST. CHARLES PARISH.

BE IT FURTHER RESOLVED, THE PUBLIC IS INVITED TO ATTEND THIS CELEBRATION OF THE CHRISTMAS SEASON ON WEDNESDAY, DECEMBER 6, 2023, 5:30 PM AT THE EDWARD A. DUFRESNE COMMUNITY CENTER, 274 JUDGE EDWARD DUFRESNE PARKWAY, LULING.

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

ABSENT
 DICK GIBBS
 COUNCILMAN, DISTRICT III
ABSENT
 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

PROCLAMATION

WHEREAS, many individuals in the community would like to share their material and monetary blessings with other individuals; and,

WHEREAS, through the years many individuals, organizations and agencies have assisted families in St. Charles Parish by means of a Toy and Gift Fund; and,

WHEREAS, the St. Charles Parish Council and the Parish President recognize this fund as a very worthwhile community service.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF DECEMBER 11-16, 2023, AS

TOY AND GIFT FUND WEEK

IN

ST. CHARLES PARISH

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**

ABSENT

**DICK GIBBS
COUNCILMAN, DISTRICT III**

ABSENT

**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**

2023-0314

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

ORDINANCE NO. 23-12-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

WHEREAS, Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC requests a rezoning from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as shown on the surveys by James R. Webb, PLS dated July 15, 2014 and Michael D. Bernard, PLS dated March 15, 2001; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on November 2, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as shown on the surveys by James R. Webb, PLS dated July 15, 2014 and Michael D. Bernard, PLS dated March 15, 2001, as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as shown on the surveys by James R. Webb, PLS dated July 15, 2014 and Michael D. Bernard, PLS dated March 15, 2001, as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

SECTION III. The Department of Planning and Zoning is authorized to make the corresponding amendment to the Future Land Use Map, adopted by the Planning Commission as part of the 10-year update to the St. Charles 2030 Comprehensive Plan under Resolution 2022-1-RES and with support from the St. Charles Parish Council under Resolution No. 6688, from Wetlands to Heavy Industrial.

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

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

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Bellino*
 SECRETARY: *Michelle Dupontato*
 DLVD/PARISH PRESIDENT: *December 5, 2023*
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
 RETD/SECRETARY: *December 6, 2023*
 AT: *2:49 pm* RECD BY: *[Signature]*

2023-0302

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

ORDINANCE NO. 23-12-2

An ordinance approving and authorizing the exchange of property located at the Bayou Gauche Park with the Bayou Gauche Fire Department.

- WHEREAS, St. Charles Parish desires to exchange property with the Bayou Gauche Fire Department located next to Forrest Drive and at the Bayou Gauche Park; and,
- WHEREAS, St. Charles Parish is encroaching on the property of the Bayou Gauche Fire Department and this exchange will rectify the issue; and,
- WHEREAS, the Bayou Gauche Fire Department is in need of the property between Forrest Drive and its property for use by the fire department; and,
- WHEREAS, the properties being exchanged are described in the Act of Exchange, attached hereto as Exhibit A; and,
- WHEREAS, upon Council approval of the Act of Exchange, St. Charles Parish will have the property administratively resubdivided, as allowed by law, and as shown on Exhibit B, attached hereto; and,
- WHEREAS, the properties have been appraised for values of \$8,497.50 and \$6,118.13, respectively; and,
- WHEREAS, the Bayou Gauche Fire Department has agreed to pay the difference of the appraised properties in the amount of \$2,349.37 to satisfy La. Const. Art. VI, Section 14; and,
- WHEREAS, St. Charles Parish no longer uses the portion of property for a public purpose.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Council hereby declares that the portion of property to be exchanged with the Bayou Gauche Fire Department which is located at the Bayou Gauche Park, is no longer needed for a public purpose.

SECTION II. That the St. Charles Parish Council hereby approves the exchange of property at the Bayou Gauche Park in the amount not less than the appraised value.

SECTION III. That the Parish President is hereby authorized to execute the said Act of Exchange by and between St. Charles Parish and the Bayou Gauche Fire Department.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents deemed necessary for this purpose.

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

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

And the ordinance was declared adopted the 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Ray Bellino*
 SECRETARY: *Michelle Spantak*
 DLVD/PARISH PRESIDENT: December 5, 2023
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*
 RETD/SECRETARY: December 10, 2023
 AT: 2:49 pm RECD BY: *[Signature]*

ACT OF EXCHANGE
BETWEEN ST. CHARLES PARISH
AND
BAYOU GAUCHE FIRE DEPARTMENT

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

BEFORE ME, _____, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: St. Charles Parish, represented herein by its Parish President, Matthew Jewell, duly authorized by Ordinance No. _____ and the Bayou Gauche Fire Department, represented herein by _____, who declared that they did, and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to-wit:

For and in consideration of the transfer to him as hereinafter set forth, the said **St. Charles Parish** does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto **the Bayou Gauche Fire Department**, the following described properties, situated in the Parish of St. Charles, Louisiana, to-wit:

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 3, Township 15 South Range 20 East designated as a portions of original Lots A-2 and B-2 being a portion of lots 956 and 957 of the Sunset Drainage District and being more particularly described as follows:

Commencing from the intersection of the northerly right of way of Matherne Street and the westerly right of way of First Street proceed North along the westerly right of way of First Street a distance of 330.00 feet, thence N00°47' 00"E a distance of 97.50 feet to the POINT OF BEGINNING (POB D), thence West a distance of 310.12 feet, thence N01°13' 18"E a distance of 16.82 feet, thence S88°53'55"E a distance of 309.95 feet, thence S00°47'00" W a distance of 10.86 feet to the POINT OF BEGINNING, containing 4,290.91 square feet as shown on a sketch by Gassen Surveying , LLC , Louis J Gassen Jr, PLS, dated October 11, 2023.

And now, for and in consideration of the transfer to it as aforesaid, **Bayou Gauche Fire Department**, does by these presents grant, bargain, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the

rights and actions of warranty which he has or may have against all preceding owners and vendors, unto **St. Charles Parish**, the following described property, to-wit:

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the West Bank of the Mississippi River, in Section 3, Township 15 South Range 20 East designated as a portion of original Lot B-1A being a portion of lots 956 and 957 of the Sunset Drainage District and being more particularly described as follows:

Commencing from the intersection of the northerly right of way of Matherne Street and the westerly right of way of First Street proceed North along the westerly right of way of First Street a distance of 330.00 feet, thence West a distance of 310.86 feet to the POINT OF BEGINNING (POB C), thence continue West a distance of 24.14 feet, thence N00°47'00"E a distance of 97.50 feet, thence East a distance of 24.88 feet, thence S01°13'18"W a distance of 97.51 feet to the POINT OF BEGINNING, containing 2,389.43 square feet as shown on a sketch by Gassen Surveying, LLC, Louis J Gassen Jr, PLS, dated October 11, 2023.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are exchanged pursuant to the laws of the State of Louisiana. "Attachment A," attached hereto and made a part thereof, describes the portions of property being exchanged.

TO HAVE AND TO HOLD the said respective properties, the one to the other, their heirs and assigns, free from any lien, mortgage or encumbrance whatever.

THUS DONE AND PASSED at _____, Louisiana this on the aforementioned date, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH

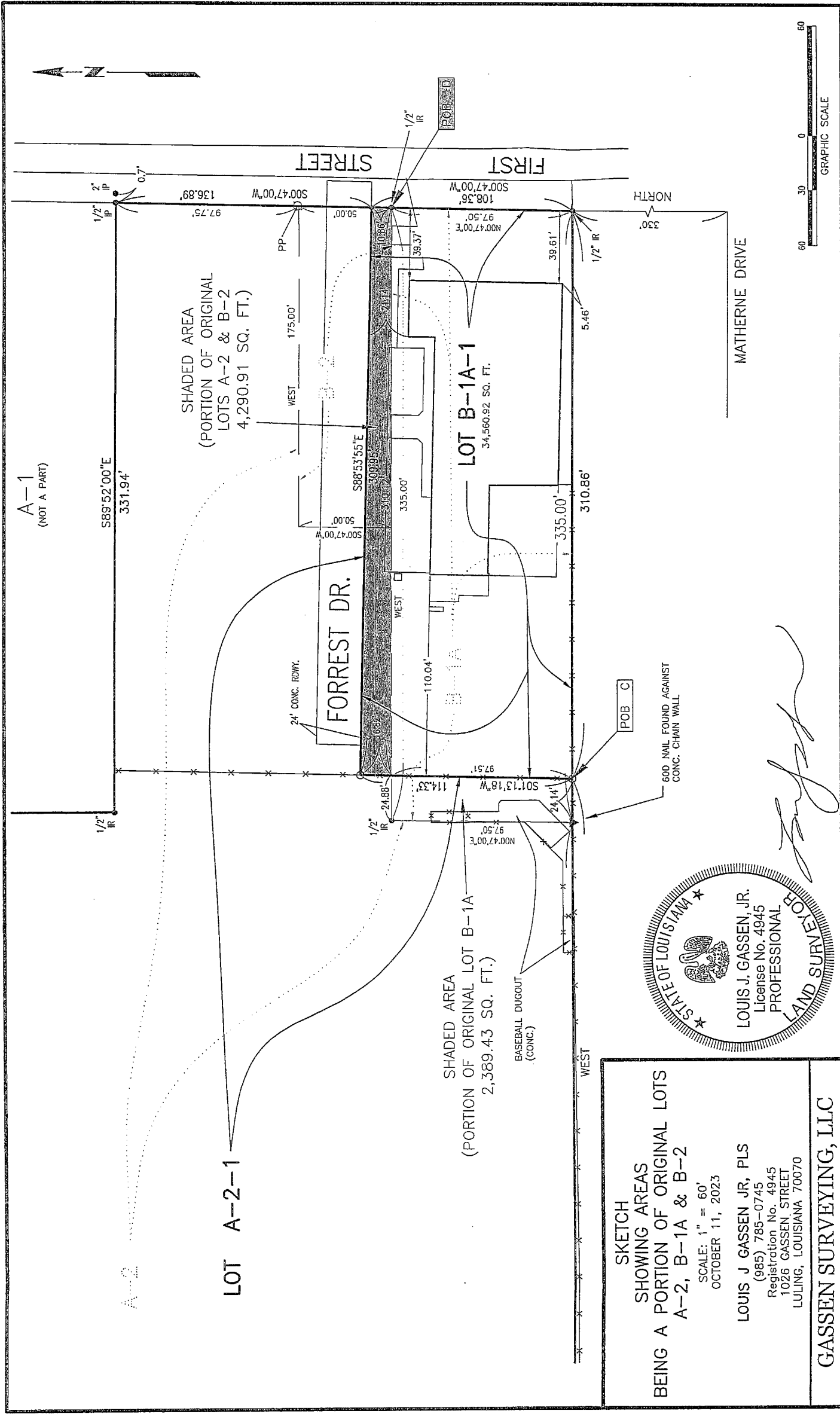
**BY: _____
MATTHEW JEWELL
PARISH PRESIDENT**

**BAYOU GAUCHE FIRE
DEPARTMENT**

BY: _____

NOTARY PUBLIC

ATTACHMENT A TO THE ACT OF EXCHANGE



STATE OF LOUISIANA
 ★
 LOUIS J. GASSEN, JR.
 License No. 4945
 PROFESSIONAL
 LAND SURVEYOR
 ★

SKETCH
 SHOWING AREAS
 BEING A PORTION OF ORIGINAL LOTS
 A-2, B-1A & B-2

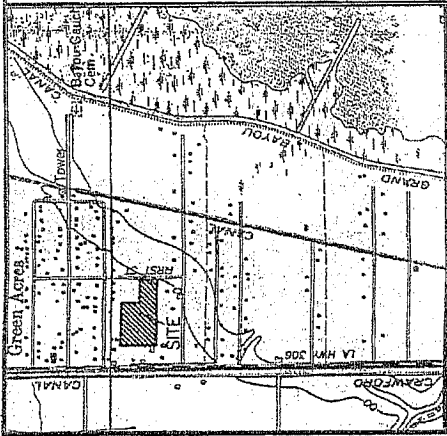
SCALE: 1" = 60'
 OCTOBER 11, 2023

LOUIS J GASSEN JR, PLS
 (985) 785-0745
 Registration No. 4945
 1026 GASSEN, STREET
 LULING, LOUISIANA 70070

GASSEN SURVEYING, LLC

[Handwritten Signature]

EXHIBIT B



VICINITY MAP
SCALE: 1" = 2000'

APPROVALS:

St. Charles Parish Director of Planning & Zoning

DATE

Parish President

DATE

RECORDED IN THE CLERK OF COURT'S OFFICE,

ST. CHARLES PARISH, LOUISIANA

ON THE ____ DAY OF ____ 20 ____

INSTRUMENT NUMBER _____

REFERENCE PLANS:

- SMITH'S GREEN ACRES BY H. E. LANDRY, SR. DATED OCT. 1, 1955
- PLAN BY E. M. COLLIER, DATED JULY 15, 1974
- PLAN BY LUCIEN C. GASSEN, DATED FEB. 17, 1987, REVISED MARCH 28, 1987
- RESUBDIVISION OF LOTS B-1 & B-3 OF A PORTION OF LOT 957 OF SUNSET DRAINAGE DISTRICT INTO LOTS B-1A AND B-3A BY LUCIEN C. GASSEN, DATED MARCH 12, 1991
- RESUBDIVISION OF LOT "A" (PROPERTY OF RICHARD P. CHASSON) AND LOT B-3A BEING A PORTION OF LOTS 956 & 957 OF THE SUNSET DRAINAGE DISTRICT INTO LOTS A-1 AND A-2 BY LUCIEN C. GASSEN, PLS., DATED MARCH 11, 2002

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

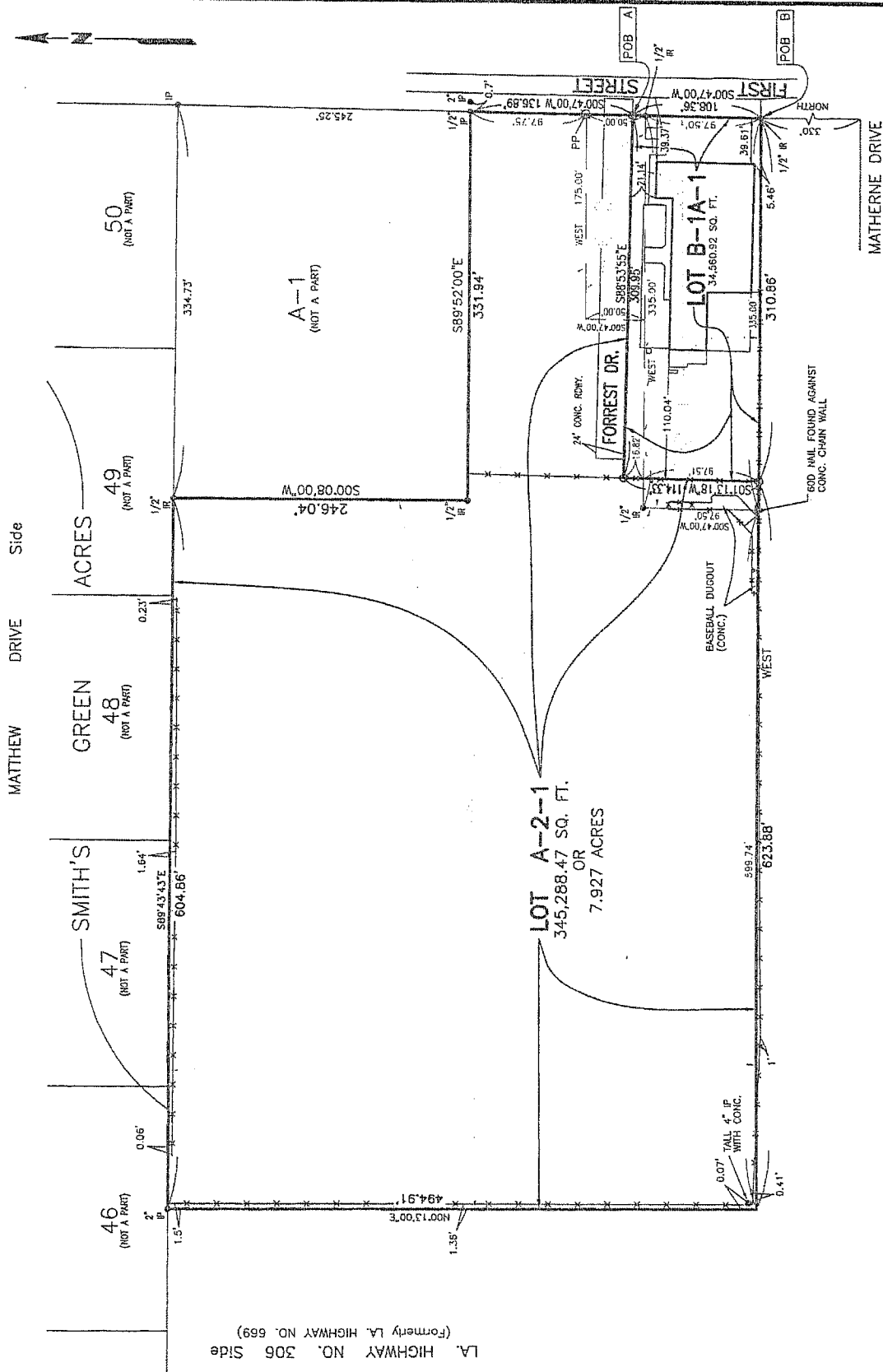
This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

898899.0

GRAPHIC SCALE

100

200



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

- LEGEND
- = FOUND
 - = 1/2" IRON ROD SET
 - = 60D NAIL FOUND
 - = 60D NAIL SET
 - = IRON PIPE
 - = IRON ROD
 - = FENCE

BEARINGS ARE BASED ON REFERENCE PLAN BY E. M. COLLIER, DATED JULY 15, 1974

RESUBDIVISION OF LOTS A-2, B-1A & B-2 BEING A PORTION OF LOTS 956 & 957 OF THE SUNSET DRAINAGE DISTRICT INTO LOTS A-2-1 & B-1A-1 IN SECTION 3, T15S - R20E ST. CHARLES PARISH, LOUISIANA

SCALE: 1" = 100'
JANUARY 30, 2023
REVISED AUGUST 31, 2023

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.

LOUIS J. GASSEN, JR., PLS.

Registration No. 4945
(985) 785-0745
1026 Gassen Street
Luling, Louisiana 70070



GASSEN SURVEYING, LLC

CERTIFIED TO ST. CHARLES PARISH & BATON GAUCHE VOLUNTEER FIRE DEPARTMENT

2023-0318

INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
BOB FISHER, COUNCILMAN, DISTRICT VI

ORDINANCE NO. 23-12-3

An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

WHEREAS, within limitations set in the St. Charles Parish Home Rule Charter, on December 17, 1990, Ordinance No. 90-12-16 was adopted providing for the adjustment of the annual compensation of the Parish President of St. Charles Parish, and on November 2, 1998, Ordinance No. 98-11-1 was adopted providing for the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000; and,

WHEREAS, on June 19, 2023, Ordinance No. 23-6-8 was adopted providing for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles on the next regularly scheduled election date, October 14, 2023; and,

WHEREAS, Resolution No. 6725 adopted on November 6, 2023, provided for the canvassing of returns and declaring the results of the special election held in the Parish of St. Charles, State of Louisiana, on Saturday, October 14, 2023, to authorize said amendments of the St. Charles Parish Home Rule Charter; and,

WHEREAS, according to the official certified tabulation of votes cast in said election, a majority of votes were cast in favor of said amendments, Home Rule Charter Amendment Propositions 1 and 2; and,

WHEREAS, with the adoption of Home Rule Charter Amendment Propositions 1 and 2, Ordinance No. 90-12-16 and Ordinance No. 98-11-1 need to be rescinded to avoid duplication of annual compensation adjustment methods for the Parish President and Council; and,

WHEREAS, it is the desire of the Parish Council to rescind Ordinance No. 90-12-16 and No. Ordinance 98-11-1.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 90-12-16, adopted December 17, 1990, is hereby rescinded.

SECTION II. That Ordinance No. 98-11-1, adopted November 2, 1998, is hereby rescinded.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, BELLOCK, FISHER
NAYS: FISHER-CORMIER
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupontabo
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: [Signature]

2023-0319

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

ORDINANCE NO. 23-12-4

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

WHEREAS, Ordinance No. 22-4-2 adopted on April 4, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$81,246.00; and,

WHEREAS, the original scope of the project consisted of rerouting the interior drainage, that ran through Ormond Center, to the western boundary of the development, and removal and replacement of the weir located within Cypress Lakes Golf Course; and,

WHEREAS, during preliminary design, a structural failure occurred beneath Ormond Center Court, the main road through the Ormond Center development, causing for a redesign of the drainage system to stay in the existing location but simply upsize and replace for proper drainage conveyance; and,

WHEREAS, St. Charles Parish has requested Stuart Consulting Group, Inc., move forward with Final Design, Bidding and Construction of this project; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$171,763.00 to complete the work, increasing the overall contract value to \$253,009.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 22-4-2 to the Professional Services Agreement between St. Charles Parish and Stuart Consulting Group, Inc., for engineering services for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00, to increase the overall contract value to \$253,009.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: [Signature]

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ORMOND CENTER DRAINAGE
IMPROVEMENTS**

THIS AMENDMENT NO. 1 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

STUART CONSULTING GROUP, INC., represented herein by Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, On April 4, 2022 the St. Charles Parish Council adopted Ordinance No. 22-4-2 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc. for the preliminary design of the Ormond Center Drainage Improvements (Parish Project No. P190505), in the not to exceed amount of \$81,246.00; and,

WHEREAS, the original scope of the project consisted of rerouting the interior drainage, that ran through Ormond Center, to the western boundary of the development, and removal and replacement of the weir located within Cypress Lakes Golf Course; and,

WHEREAS, during preliminary design, a structural failure occurred beneath Ormond Center Court, the main road through the Ormond Center development, causing for a redesign of the drainage system to stay in the existing location but simply upsize and replace for proper drainage conveyance; and,

WHEREAS, St. Charles Parish has requested Stuart Consulting Group, Inc. move forward with Final Design, Bidding and Construction of this project; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not-to-exceed fee of \$171,763.00 to complete the work, increasing the overall contract value to \$253,009.00.

ATTACHMENT "A" PROJECT SCOPE

Add the verbiage below to the existing Attachment "A".

The scope of the project has been changed to removing and replacing the existing drainage within the 30' servitude that runs from south to north through the middle of the Ormond Center development. The ENGINEER shall move forward with the revised scope and complete Final Design, Bidding and Construction phases of the project.

ATTACHMENT "C" PROJECT COMPENSATION

Delete entire Attachment "C" and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

Billy Raymond

Kay Morgan

ST. CHARLES PARISH

By: Matthew Jewell

Matthew Jewell
Parish President

Date: 12/6/23

STUART CONSULTING GROUP, INC.

By: _____

Thomas J. Martin, Jr., P.E.
President/Director

Date: _____

ATTACHMENT "C"
PROJECT COMPENSATION

ORMOND CENTER DRAINAGE IMPROVEMENTS
Project No. (P190505)

ENGINEER previously completed a Preliminary Design Report for the initial scope of work routing the drainage to the west of the existing development. A portion of this work was applicable to continue design for the new scope of work as it included overall hydraulic calculations for the area. The new scope includes removal and replacement of the existing drainage within the 30' servitude that lies within the development, and all supporting construction work such as removal and replacement of concrete pavement, connecting all existing drainage features, etc.

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$221,684.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (25%) \$55,421.00 as broken down below (previously completed)
 - 1) Site 1 – Ormond Center: \$36,110.00
 - 2) Site 2 – Cypress Lakes South Weir: \$19,311.00
 2. Final Design Phase (45%) \$99,757.80
 3. Bid Phase (5%) \$11,084.20
 4. Construction Phase (25%) \$55,421.00
- b. ENGINEER may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for ENGINEER's services under Attachment A will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's CONSULTANT's charges.
- d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER's CONSULTANT's charges.
- e. ENGINEER's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying: \$25,825.00 as broken down below (previously completed)
 1. Site 1 – Ormond Center: \$22,885.00
 2. Site 2 – Cypress Lakes South Weir: \$2,940.00
- b. Geotechnical Investigation: \$5,500.00
- c. Permitting: TBD if deemed necessary

OWNER shall pay ENGINEER for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of TBD, at the hourly rate as listed in Appendix A.
2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD Day construction schedule

Attachment C-1

Stuart Consulting Group, Inc.

Standard Rates (2021)

Classification	Rate
Accountant	\$ 178.00
Administrator	\$ 103.00
Administrative Assistant	\$ 66.00
Assistant Project Manager	\$ 134.00
CAD Designer	\$ 110.00
Construction Manager	\$ 114.00
Construction Representative	\$ 89.00
Debris Monitor	\$ 64.00
Debris Program Manager	\$ 121.00
Document Control Specialist	\$ 118.00
Drafter	\$ 94.00
Engineer I (EI)	\$ 120.00
Engineer II (EI)	\$ 131.00
Engineer III (EI)	\$ 146.00
Engineer IV (Project Engineer)	\$ 178.00
Engineer V (Senior Engineer)	\$ 211.00
Engineer VI (Principal Engineer)	\$ 257.00
Engineer VII (VP)	\$ 281.00
Engineer VIII (P)	\$ 365.00
GIS Analyst	\$ 117.00
Grant Specialist	\$ 154.00
Intern	\$ 61.00
IT Technician	\$ 150.00
Mitigation Specialist	\$ 182.00
Operations Manager	\$ 79.00
Principal	\$ 358.00
Program Manager	\$ 229.00
Project Manager	\$ 209.00
Resident Inspector	\$ 83.00
Senior CAD Designer	\$ 149.00
Senior Construction Manager	\$ 160.00
Senior GIS Analyst	\$ 156.00
Senior Program Manager	\$ 264.00
Senior Project Manager	\$ 244.00
Senior Resident Inspector	\$ 94.00
Senior Surveyor	\$ 150.00
Surveyor	\$ 130.00

CORPORATE RESOLUTION
BOARD OF DIRECTORS
OF
STUART CONSULTING GROUP, INC.

EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

AT THE QUARTERLY MEETING of the Board of Directors of Stuart Consulting Group, Inc., duly called to order and held on October 5, 2023, a quorum being there present, on motion duly made by Martin and seconded by Fenner (3 YEAS, 0 NAYS);

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., PE – President/Director and Christopher Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Louisiana** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

IT WAS ALSO RESOLVED THAT: Martin J. Cristofaro, PE – Vice President and Christopher A. Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Texas** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

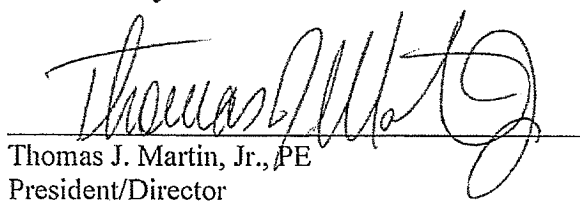
I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.



Christopher A. Fenner, PE
Vice President/Secretary

Date: October 5, 2023

Witnessed by:



Thomas J. Martin, Jr., PE
President/Director

Date: October 5, 2023

2023-0323

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

ORDINANCE NO. 23-12-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00.

WHEREAS, the Parish desires to have a contract for surveying services by Crescent Engineering & Mapping, LLC, for required surveys during property and Rights of Way acquisition for capital projects; and,

WHEREAS, the design will be executed by task orders; and,

WHEREAS, the design will consist of property surveys, boundary surveys, servitude, and Rights of Way mapping; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: December 5, 2023
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: December 6, 2023
 AT: 2:49 pm RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and CRESCENT ENGINEERING & MAPPING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT Project No. P231101 as described in Ordinance No. 23-12-5 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. P231101

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

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Billy Raymond

Kay Meyer

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

12-6-23

Date:

CRESCENT ENGINEERING &
MAPPING, LLC

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

Date:

ATTACHMENT "A"
PROJECT SCOPE

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

The Scope of Work is as follows:

This contract is an on-call master contract involving property surveys, boundary surveys, servitude and Right of Way mapping as needed to support ongoing Parish projects which require additional Right of Ways and/or Servitudes for construction. As needed and on a project specific basis, the Department of Public Works shall provide the project requirements to the CONSULTANT in the form of individual Task Orders which shall indicate the project requirements, scope, deliverables, schedule for deliverables and fees.

PROPERTY SURVEYS

Based upon specific project requirements, the CONSULTANT shall conduct property surveys of the parcels identified in the Task Order.

A property survey shall be conducted for each parcel. Upon completion of the property surveys, the CONSULTANT shall provide an electronic copy of field notes, and electronic text file listing coordinates and descriptions of all found monuments, a PDF copy of all documents (Plats, maps, etc.) used to determine property line locations and a PDF copy of title take-offs used to determine property line locations. The CONSULTANT shall provide an electronic copy of the property survey in Microstation .DGN or AutoCAD .DWG and .PDF formats showing the project centerline(s) data, all surveyed property lines, property monuments, existing right of ways and all major improvements thereon with ties to the project centerline. The property surveys shall be referenced to the project control network when specified.

Limited topographic survey of improvements within the parent tract or servitude/Right of Way areas shall be conducted during the property survey phase and shall include ditches, pavements, roads, buildings and other improvements. Survey data shall be collected using RTK GPS and conventional or robotic total station methods and will be projected in state plane coordinates, Louisiana South, NAD 83 and based upon NAVD 88 vertical datum, Geoid 18, as determined by GPS observation processed through NGS OPUS, or based upon existing project control previously established. Topographic survey data will be processed using Bentley® MicroStation and Inroads Survey and a master topographic survey file will be developed in a .DGN format. Other formats such as AutoCAD may be made available, however, may not contain all feature code information collected. Survey data including point files, control reports and the .DGN file will be provided along with a certification letter signed and sealed by the Louisiana Professional Land Surveyor in charge of survey services.

RIGHT OF WAY/ SERVITUDE MAPS

The CONSULTANT shall provide Right of Way mapping and/or servitude mapping of project taking areas on standard plan sheets showing limits of taking lines, project centerline and major improvements. The maps shall also include any third-party provided information such as limits of construction, project centerlines and stationing.

The CONSULTANT shall be responsible for coordinating with the Parish and the project's designers to ensure that Right of Way and/or Servitude maps reflect the designer's intent for servitude lines and areas.

Final Right of Way or Servitude maps shall incorporate any changes made to taking lines after consultation with the project designer's and/or the Parish. Final Maps shall include all parcel areas, parcel identification numbers, parcel metes and bounds, remaining areas, coordinates at project baselines as well as related information, P.C.'s, P.I.'s, P.T.'s, etc. Maps shall be provided at appropriate scales to adequately show takings, 1:20 or 1:50, with insets as needed. Maps shall be sized 22"x34" or as otherwise indicated in the Task Order and shall be signed by the CONSULTANT's Professional Land Surveyor.

Right of Way/Servitude Mapping deliverables shall include the final signed maps in both .PDF and DGN/DWG formats, .PDF copy of all documents used to determine property lines, .PDF copy of title reports and title take offs, ASCII and .CSV files of all found property corners/monuments.

A meets and bounds description in English units for each parcel shall also be provided in Microsoft Word format and .PDF format, signed and sealed by the CONSULTANT's Professional Land Surveyor.

TITLE TAKE OFF

CONSULTANT may conduct title take offs and other research consisting of a report of deed of ownership of current property owner and all survey documents associated with the same in an effort to begin field work activities while awaiting Title Reports.

TITLE REPORTS/ ABSTRACTS

If required, the CONSULTANT shall provide Title Reports in general accordance with LADOTD's Title Research Manual, April 2009 in order to fully abstract the title of the subject parcel(s) included within the project's takings. Title Reports shall cover a period of time of the lesser of three (3) valid transfers or thirty (30) years, with a minimum period dating back 11 years. Full documentation of the abstractor's notes, search queries as well as required checklists shall be provided along with the Title Report.

ATTACHMENT "B"
PROJECT SCHEDULE

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

PROJECT SCHEDULE

Individual Task Orders shall indicate the total number of days for each Task Order's deliverables. In general, the CONSULTANT shall complete the following items within the number of calendar days shown after a Notice to Proceed for said item:

<u>Project Phase</u>	<u>Calendar Days to Complete</u>
Property Surveys	21
Draft R/W or Servitude Maps	21
Final R/W or Servitude Maps	14
Title Reports	TBD – Based on # of Parcels.

Time for Completion

1. If, through no fault of the CONSULTANT, such periods of time or dates are changed, or the normal and continuous progress of the CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services and the rates and amounts of CONSULTANT's compensation shall be adjusted equitably.

ATTACHMENT "C"
PROJECT COMPENSATION

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

PROJECT COST

Payment to CONSULTANT for services performed under this contract shall be on a negotiated Lump Sum basis, per Task Order issued.

CONSULTANT shall invoice OWNER monthly on a basis of percentage completed of each Phase as shown above and on the Project schedule.

For additional services, and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of billable rates per the CONSULTANT's rate sheet (Attachment C-1), for services actually rendered, but shall not exceed the total fees for each additional service as listed below, unless noted as Lump Sum. Payments for Lump Sum shall be made on a basis of percentage completed.

CONSULTANT's billable rates include total compensation for CONSULTANT's services including labor costs, overhead, profit and expenses. Payment for CONSULTANT's SUBCONSULTANTS shall be made at actual invoice amount plus 10 percent and limited to the not to exceed amounts. CONSULTANT's Lump Sum fee includes all labor costs, overhead, profit, equipment, expenses and any subconsultant fees.

The total compensation for services under this contract shall not exceed **\$150,000.00**, unless amended via a Supplemental Agreement.



P.O. Box 370
Vacherie, LA 70090

225.329.1742 (Main)
225.413.4979 (Mobile)
www.crescentengla.com

LABOR AND EQUIPMENT FEE SCHEDULE

Effective: 7/1/2023 Expires: 12/31/2023

PROFESSIONAL STAFF:

Principal	\$184.00	Per Hour
Supervising Engineer	\$175.00	Per Hour
Professional Engineer III	\$165.00	Per Hour
Professional Engineer II	\$148.00	Per Hour
Professional Land Surveyor	\$152.00	Per Hour
Sr. Project Manager	\$130.00	Per Hour
Professional Engineer I	\$125.00	Per Hour
Pre-Professional	\$98.00	Per Hour
Sr. Technician/Designer	\$115.00	Per Hour
CADD Technician	\$88.00	Per Hour
CADD Drafter	\$71.00	Per Hour
Clerical/Administrative	\$68.00	Per Hour

FIELD STAFF:

Party Chief	\$77.00	Per Hour
Instrument Man	\$59.00	Per Hour
Rodman	\$39.00	Per Hour
Construction Project Rep.	\$86.00	Per Hour
Certified Bridge Inspector	\$160.00	Per Hour
Bridge Inspector Assistant	\$108.00	Per Hour

EQUIPMENT*:

Electronic Metal Detectors	\$48.00	Per Day
Conventional Total Station	\$175.00	Per Day
GPS (RTK) Total Station	\$395.00	Per Day
Robotic Total Station	\$380.00	Per Day
Digital Level	\$165.00	Per Day
16' Skiff with Surface drive	\$375.00	Per Day
18' Skiff with Surface drive	\$450.00	Per Day
Survey/Inspection Vehicle	\$16.50	Per Hour
All-Terrain Utility Vehicle	\$225.00	Per Day
Deep Rod Installation System	\$165.00	Per Day
Temporary Traffic Control	\$TBD	Per Site Requirements
Utility Trailer (12-18')	\$75.00	Per Day

MATERIALS/MISC:

Stakes (1"x2"x4')	\$1.25	Each
Flagging	\$2.00	Per Roll
Field/Marking Paint	\$9.50	Per 15 oz. Can
Cane Poles (6'-12')	\$5.00	Each
Iron Rods (w/ Concrete & Cap)	\$185.00	Each
½" Iron Rods x 24"	\$16.00	Each
¾" GIP x 18" long	\$26.00	Each

MATERIALS/MISC. (CONTINUED):

9/16" Stainless Deep Rods	\$36.00	Per Foot
B&W Prints (LTR/LGL)	\$0.10	Each
Color Prints (LTR/LGL)	\$0.75	Each
B&W Prints (11x17)	\$0.25	Each
Color Prints (11x17)	\$1.00	Each

Notes: * Equipment rates include maintenance and insurances and are based upon equipment being operated by Crescent personnel in support of professional services rendered. Raw equipment leases/rentals are not available. All personnel, equipment and materials listed herein may not be available at all times.

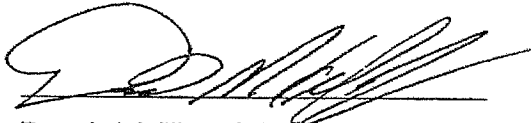
Terms and Conditions

1. When using this fee schedule, overtime for non-exempt personnel shall be charged after 40 hours per week, Monday through Sunday, at the normal rate plus 50%.
2. This fee schedule shall be considered privileged and confidential and shall not be transmitted, in whole or in part, to any organization or person outside of the direct employment of Crescent Engineering & Mapping, LLC's (Crescent's) Client without the prior written consent of Crescent.
3. Third-party services, subconsultants and expenses provided by Crescent on behalf of the Client while engaged under this contract shall be invoiced at cost plus fifteen (15%) percent.
4. Professional services provided in the immediate aftermath of a natural or man-made disaster shall be subject to special hazard rates for personnel and equipment. Special subsistence, travel and/or lodging rates may also apply.
5. The Global Positioning System (GPS) is the property of and is operated by the U.S. Department of Defense. As is such, Crescent Engineering & Mapping, LLC shall not be held responsible for any defects or omission of positioning directly related to the GPS.
6. The standard of care for all professional services performed or provided by Crescent Engineering & Mapping, LLC under this fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and locality. Crescent Engineering & Mapping, LLC represents that, to the best of its knowledge, ability and professional judgement that all work will be performed in a safe and workmanlike manner and that Crescent Engineering & Mapping has sufficient equipment in good condition and personnel capable of safely operating such equipment while performing professional services for the Client.
7. Unforeseen global, market and economic conditions and/or volatility may require revisions to this fee schedule. Should these conditions arise prior to the expiration date fixed above, Crescent Engineering & Mapping, LLC will provide the Client written notification of such conditions with justification for any items affected by said conditions.

CORPORATE RESOLUTION

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

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



Dennis M. Hymel, Jr.

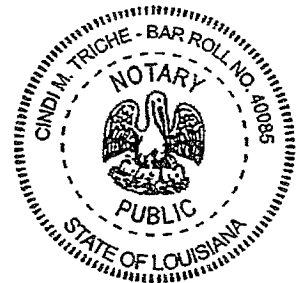
Manager/Member

Crescent Engineering & Mapping, LLC

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



Cindi M. Triche
Notary Public
Commission expires at death.



NOTARY DISCLAIMER

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

2023-0324

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

ORDINANCE NO. 23-12-6

An ordinance approving and authorizing the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

WHEREAS, St. Charles Parish continues to expend funds to maintain numerous adjudicated properties; and,

WHEREAS, St. Charles Parish desires to place these properties back into commerce by offering them at absolute auction in connection with the sale of Adjudicated Properties; and,

WHEREAS, it is the desire of St. Charles Parish to contract with Archon Information Systems, L.L.C. d/b/a Civic Source to provide said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for Adjudicated and/or Land Banked Property Sale Services, attached hereto, between St. Charles Parish and Archon Information Systems, L.L.C. d/b/a Civic Source is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, BELLOCK, FISHER, FISHER-CORMIER

NAYS: CLULEE

ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Belting*
SECRETARY: *Michelle Depastals*
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: *[checkmark]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: *[signature]*

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") is made between the St. Charles Parish Government ("Client") and CivicSource[®], to be effective as of the date of the last signature below.

SECTION 1. SERVICES. CivicSource[®] shall provide and/or perform the professional services ("Services") detailed on the attached Services Schedule at the direction of Client.

SECTION 2. INDEMNITY. CivicSource[®] shall indemnify Client from claims that arise out of any act or omission by CivicSource[®] in the performance of the Services.

SECTION 3. COOPERATION. CivicSource[®] shall cooperate with Client and with any other parties deemed necessary for performance of the Services. Client shall provide CivicSource[®] property data and access to personnel deemed necessary for performance of the Services. All property data shall be provided in a digitally readable file format, such as TXT or CSV, at no cost to CivicSource[®].

SECTION 4. COMPENSATION. Compensation shall be as indicated on the attached Schedule. Costs are subject to change upon written notice from CivicSource[®]. Payments are due within thirty days of invoicing.

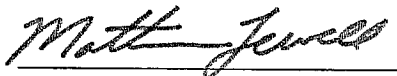
SECTION 5. TERM; RENEWAL. This Agreement commences on the date of the last signature below and continues for one year. It can be canceled at any time by either party upon sixty-days written notice. Annual renewals are automatic.

SECTION 6. MISCELLANEOUS. CivicSource[®] shall not be deemed an employee, partner or joint venturer of Client but rather shall provide Services as an independent contractor. All software, technology, systems, processes, discoveries, know-how, materials, procedures, concepts, databases, marks, and any and all other intellectual property used or improved upon during the performance of the Services shall be and remain the exclusive property of CivicSource[®]. Amendments or modifications to this Agreement shall be in writing and approved by both parties.

THUS DONE AND AGREED UPON, by the parties hereto, through their authorized representatives, upon execution of this Agreement.

ST. CHARLES PARISH GOVERNMENT

CIVICSOURCE[®]



Name: Matthew Jewell
Title: Parish President
Date: 12-6-23

Name: Bryan Barrios
Title: Chief Executive Officer
Date:

ADJUDICATED PROPERTY SERVICE AND COST SCHEDULE

Pre-Auction	Cost
Preliminary Verification Research	\$175
Yard Sign Advertisement	\$55
Property Inspection	\$50
30-Year Title Abstract	\$295
Title Examination Report	\$275
Interested Party Research	\$425
First-Class & Certified Mail Notice Set	\$19.50
Yard Sign Notice	\$35
Journal Publication	As quoted
Insurability Underwriting	\$375
Judicial Notice (If necessary)	\$200

Post-Auction	Cost
Payment Processing	\$15
Title Update	\$125
HUD-1 Settlement & Escrow	\$250
Closing Documentation	\$175
Notary Service	\$175
Inscription Cancellation	\$125
Sale Filing	As quoted
Affidavit Filing	\$425
Courier & Delivery	\$50

Insurance	Cost
Title Insurance Policy	\$150 ¹
Tax Sale Policy Endorsement	\$1,000 ²

¹ Based on coverage of \$12,000 or less.

² Based on coverage of \$25,000 or less.



2023-0325

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

ORDINANCE NO. 23-12-7

An ordinance approving and authorizing the execution of Change Order No. 1 and Final for the Ama Drainage Improvements Rebid, Project No. P150801-2, to increase the contract amount by \$80,971.85 and increase the contract time by 218 calendar days.

WHEREAS, Ordinance No. 17-9-1 adopted September 18, 2017, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Civil and Environmental Consulting Engineers, for necessary professional engineering services associated with Parish Project No. P150801-2 Ama Drainage Improvements; and,

WHEREAS, Ordinance No. 22-2-5 adopted February 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Couvillion Group, LLC, for Parish Project No. P150801-2 Ama Drainage Improvements Rebid, with a bid in the amount of \$2,752,705.00; and,

WHEREAS, On June 6, 2022, St. Charles Parish entered into a Professional Services Agreement with Alpha Testing and Inspection, Inc., for the vibration monitoring and concrete testing services for the Ama Drainage Improvements Rebid project, P150801-2; and,

WHEREAS, it is necessary to amend the construction contract to delete work items not completed by Couvillion Group, LLC, at the request of St. Charles Parish, resulting in a decrease to the contract amount by \$47,736.00; and,

WHEREAS, it is necessary to amend the construction contract to add work items to account for unforeseen scope of work changes throughout construction, resulting in an increase to the contract amount by \$128,707.85; and,

WHEREAS, it is necessary to amend the contract to revise contract items to match final installed quantities and contract days to match substantial completion, resulting in an increase to the contract amount by \$80,971.85 and an increase to the contract time by 218 calendar days; and,

WHEREAS, the increase of contract time by 218 calendar days is to account for Entergy delays, where Entergy installed a new electrical service to power the newly installed pumps at the drainage pump station.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 and Final for the Ama Drainage Improvements Rebid, Project No. P150801-2, to increase the contract amount by \$80,971.85 and increase the contract time by 218 calendar days is hereby approved and accepted.

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

SECTION III. That St. Charles Parish accepts all work and considers the project complete.

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

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

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 6, 2023
AT: 2:49pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1 and Final

DATE OF ISSUANCE October 23, 2023

EFFECTIVE DATE

12/6/23

OWNER St. Charles Parish
CONTRACTOR Couvillion Group
Contract: Ama Drainage Improvements Rebid
Project: Ama Drainage Improvements Rebid
OWNER's Contract No. P150801-2
ENGINEER Civil & Environmental Consulting Engineers

ENGINEER's Contract No. _____

You are directed to make the following changes in the Contract Documents: **To increase the contract amount by \$80,971.85 and add 218 additional workdays.**

Description:

1. Delete the Following Work Items:

- a. Contract Item #: 6 – Chain Link Fence with Barbed Wire
Delete item in its entirety. (-\$14,016.00)
- b. Contract Item #: 7 – 12' Double Gate for Chain Link Fence
Delete item in its entirety. (-\$ 5,000.00)
- c. Contract Item #: 19 – Flap Gate (Waterman F-55 or Equal)
Delete item in its entirety. (-\$ 23,000.00)
- d. Contract Item #: 29 – Removable Railing
Delete item in its entirety. (-\$ 5,720.00)

Total of Deducted Items = (-\$47,736.00)

2. Add the Following Work Items:

- a. New Contract Item #: X-001 Concrete Obstruction and Additional Backfill
Addition of \$32,180.78. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- b. New Contract Item #: X-002 Discharge Pipe Changes (Add flanges per SCP Public Works)
Addition of \$65,254.90. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- c. New Contract Item #: X-003 Transformer Pad
Addition of \$23,567.00. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- d. New Contract Item #: X-004 Steel Price Adjustment
Addition of \$7,705.17. See Email from Couvillion (Exhibit B dated March 8, 2022)

Total of Added Work Items = (+\$128,707.85)

3. Revise the Following Work Item Quantities: N/A

Reason for Change Order: List a reason for each Line Item listed above. *See attached example on how to fill in this information*

- 1. Deleted Work Items
 - a. Removed from Project Scope.
 - b. Removed from Project Scope.
 - c. Removed from Project Scope.
 - d. Removed from Project Scope.
- 2. Add Work Items

- a. To remove unforeseen concrete slab and grade beam, beyond the scope of the assumed grouted rip-rap, including backfilling the void with compacted limestone. Note: Unforeseen slab was buried approximately 2.5' below the canal bottom.
 - b. Configuration changes per SCP Public Works.
 - c. To provide for Entergy Transformer Pad.
 - d. To account for rise in steel prices during bid extension of 30 days.
3. Revise Work Item Quantities
N/A

Attachments: Exhibit A – Email with SCP Public Works Breakdown (October 23, 2023)
Exhibit B – Email from Couvillion (March 8, 2022)

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$2,752,705.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$2,752,705.00</u>
Net increase (decrease) of this Change Order: <u>\$80,971.85</u>
Contract Price with all approved Change Orders: <u>\$2,833,676.85</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 2, 2022</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 2, 2022</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>218 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 8, 2023</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 11/17/23

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 12-6-23

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 11/17/23

EXHIBIT A

Pam McNulty

From: Dawn Higdon <dhigdon@stcharlesgov.net>
Sent: Monday, October 23, 2023 12:20 PM
To: Andre Ford; Miles Bingham
Cc: Corey Oubre
Subject: FW: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY
Attachments: P150801-2 DRAFT Section 00806 Change Order Form.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Dawn H. Higdon
Paralegal II
St. Charles Parish
Department of Legal Services
Corey M. Oubre, Parish Attorney
Robert L. Raymond, Assistant Parish Attorney
15058 River Road
Hahnville, LA 70057
(985)783-5013
dhigdon@stcharlesgov.net

From: Hathorn, Phoebe <phathorn@frilot.com>
Sent: Monday, October 23, 2023 12:10 PM
To: Corey Oubre <cmoubre@stcharlesgov.net>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>; Denny, Danica <DDenny@frilot.com>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

Hi Corey,

Couvillion Group has agreed to resolve the matters addressed in our May 17, 2023 correspondence based upon the terms delineated in your below September 29, 2023 correspondence, as reflected in the attached signed Change Order Form. Please kindly advise when you anticipate that this matter will be presented to the St. Charles Parish Council.

Best regards,

Phoebe

FRILOT | LLC

Phoebe Hathorn
1100 Poydras Street, Suite 3700
New Orleans, LA 70163
504.599.8256 office
504.599.8279 fax

From: Hathorn, Phoebe
Sent: Monday, October 2, 2023 9:13 AM
To: Corey Oubre <cmoubre@stcharlesgov.net>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>; Denny, Danica <DDenny@frilot.com>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

Corey,

Thank you for your response. We will update our client accordingly and advise concerning their response.

Best regards,

Phoebe

FRILLOT | LLC

Phoebe Hathorn
1100 Poydras Street, Suite 3700
New Orleans, LA 70163
504.599.8256 office
504.599.8279 fax

From: Corey Oubre <cmoubre@stcharlesgov.net>
Sent: Friday, September 29, 2023 2:49 PM
To: Hathorn, Phoebe <phathorn@frilot.com>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

FOR SETTLEMENT PURPOSES ONLY

Dear Mrs. Hathorn:

In response to your client's request to resolve this matter, St. Charles Parish proposes the following :

- Item 1 – Concrete Obstruction/Additional Limestone Backfill
 - The Parish agrees to the \$82,180.78.
 - The Parish has already paid \$50,000.00 for Invoice #10, resulting in a balance on this item of \$32,180.78.
 - St. Charles Parish agrees to a change order for this item in the amount of \$32,180.78.
- Item 2 – Transformer Pad
 - The Parish and Couvillion both agree with the \$23,567.00.
- Item 3 – Discharge Pipe

- Couvillion's number is \$90,399.68.
- The Parish will agree to a final payment of \$65,254.90 for this item (if agreeable, the Parish would not seek liquidated damages).
- Item 4 – Deleted Contract Items
 - Item 6 – Chain Link Fence at \$14,016, Item 7 – 12' Double Gate at \$5,000, Item 19 – Flap Gate at \$23,000, Item 29 – Removable Railing at \$5,720 – both parties agree to remove the amount of \$47,736.00 to delete these contract items.
- Item 5 – Steel price increase
 - The Parish agrees to the number of \$7,705.17.
- Item 6 – Days
 - Item 1 was accompanied by 18 calendar days and SCP already granted Couvillion 4 weather days, however these days would overlap with the days granted for the Entergy delay, see below.
 - SCP will grant a total of 176 days to bring the contract from 11/2/2022 to 4/27/2023 (first pump test).
 - If Couvillion agrees to St. Charles Parish proposal for Item 3 totaling \$65,254.90, St. Charles Parish will agree to grant 42 more days to extend the contract to 6/8/2023 when substantial completion was granted at the second pump test.
- Item 8 – Liquidated Damages
 - Potential LD's could be \$42,000 (4/27/2023-6/8/2023)
 - As mentioned above, St. Charles Parish will not seek liquidated damages if Couvillion agrees to Item 3 in the amount of \$65,254.90.

If the amount of \$65,254.90 is agreeable for Item Number 3 (Discharge Pipe), the following would be agreeable to St. Charles Parish as a final change order:

1. St. Charles Parish pays Couvillion \$32,180.78 for Item 1.
2. St. Charles Parish pays Couvillion \$23,567.00 for Item 2.
3. St. Charles Parish pays Couvillion \$65,254.90 for Item 3.
4. The Parties both agree to delete Item 4 from the contract.
5. St. Charles Parish pays Couvillion \$7,705.17 for Item 5.
6. The parties agree to 4 weather days and 18 days for Item 1, however overlapping with days mentioned in Item 6, see item 7 below.
7. The parties agree to extend the contract time to substantial completion on June 8, 2023 (extension of 218 days, 176+42).
8. St. Charles Parish will not seek liquidated damages for the 42 days totaling \$42,000.00.

Therefore, the total change order would consist of St. Charles Parish paying Couvillion \$128,707.85, removing items from the contract at a value of \$47,736.00, and granting Couvillion 218 calendar days to extend the contract from 11/2/2022 to 6/8/2023 and not incur any liquidated damages.

Attached is a DRAFT of the final change order in accordance with the above proposal, which is contingent upon St. Charles Parish Council approval.

Thanks,

Sincerely,

COREY M. OUBRE
DIRECTOR OF LEGAL SERVICES
ST. CHARLES PARISH
DEPT. OF LEGAL SERVICES
P. O. BOX 302
HAHNVILLE, LA 70057
TELEPHONE: (985)783-5013
FAX: (985)307-0861
CMOUBRE@STCHARLESGOV.NET



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He

EXHIBIT B

Marco Juarez

From: Couvillion Estimator <estimator@couvilliongrp.com>
Sent: Tuesday, March 8, 2022 5:58 PM
To: Marco Juarez
Cc: Jamie Colgin; 'Andre Ford'; 'Lee Zeringue'; 'Danny Hebert'
Subject: RE: Original Quote Vs. Updated Quote ESZ 19-700 Sheet Piling Submittal 23.1
Attachments: Submittal Sheet Piling 23.1.pdf

Marco,

We reviewed internally and the reason the weight changed is due to the wall lengths have increased because of the type of sheets we decided to use. We have had Meever review and redesign to fit as close as possible to the footprint requested on the original drawings. Therefore, we agree to the increase of \$7,705.17 for the additional costs in steel sheet piling.

Attached you will find a submittal of steel sheet piling 23.1 reflecting the changes that we originally submitted vs. now. We know that the type of sheets were approved, but would like your approval on the layout since we are "re-submitting" to reflect less sheets.

Please call with any questions.

Thanks

TAYLOR ROY
ESTIMATOR@COUVILLIONGRP.COM
M 504 / 427 / 4396

COUVILLION
371 WALKER ROAD
PO BOX 344
BELLE CHASSE LA 70037
T 504 / 656 / 8234
F 504 / 656 / 8235
WWW.COUVILLIONGRP.COM

From: Marco Juarez <mjuarez@hebertengineering.com>
Sent: Wednesday, March 2, 2022 3:25 PM
To: Couvillion Estimator <estimator@couvilliongrp.com>
Cc: Jamie Colgin <jcolgin@couvilliongrp.com>; 'Andre Ford' <aford@stcharlesgov.net>; 'Lee Zeringue' <lzingue@stcharlesgov.net>; 'Danny Hebert' <dhebert@hebertengineering.com>
Subject: RE: Original Quote Vs. Updated Quote ESZ 19-700

[EXTERNAL EMAIL - This email is from outside of Couvillion Group. Use caution when clicking on links or attachments.]

Taylor,

We have reviewed your quotes with the Parish, and have a couple of comments. The revised quote has 22,535 extra pounds of steel that the original quote does not have (279,374 lbs vs 256,839 lbs). There are also additional items in the revised quote that were not included in the original quote (extra sheet piles, corners pieces, additional freight, etc.). It seems like these items added after the bid should've been included in the original quote from the start. If we adjust the

unit price of the originally quoted sheet pile weights by 3 cents, we're only getting an increase in cost of \$7,705.17. Please advise.

Marco Juarez, P.E., M.S.



Civil & Environmental Consulting Engineers

Danny J. Hebert, P.E., L.L.C.

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

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Thank you.

From: Couvillion Estimator [<mailto:estimator@couvilliongrp.com>]

Sent: Thursday, February 24, 2022 9:33 AM

To: Marco Juarez <mjuarez@hebertengineering.com>; Danny Hebert <dhebert@hebertengineering.com>

Cc: 'Andre Ford' <aford@stcharlesgov.net>; Jamie Colgin <jcolgin@couvilliongrp.com>

Subject: Original Quote Vs. Updated Quote ESZ 19-700

Marco,

Attached you will find both the original and updated quote for the ESZ19-700 Sheet piling.

The amount went from \$297k to \$339k. Ignore the sales tax. It wasn't placed on the first quote.

Thanks,

TAYLOR ROY

ESTIMATOR@COUVILLIONGRP.COM

M 504 / 427 / 4396

COUVILLION

371 WALKER ROAD

PO BOX 344

BELLE CHASSE LA 70037

T 504 / 656 / 8234

F 504 / 656 / 8235

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 Metairie, LA 70002

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E info@meeverusa.com
I www.meeverusa.com

QUOTATION:	008.12.RH8 REV0 RH8	Quote date:	12/13/2021
Project name:	Ama Drainage Improvements	City / State:	Ama Louisiana (LA)
Customer:	Couvillion Group	Project status:	bid date 12/14/21
Customer address:	371 Walker Road	Payment terms:	Net 30 - Subject to credit approval
Attn:	Taylor Roy	Estim. Delivery time:	From inventory Feb-22
Office/cell phone	504-656-8234; 504-427-4396	Delivery terms:	CPT Jobsite (by truck)
email address:	estimator@couvilliongrp.com	Quote Validity:	7 Days - subject to prior sale

Product description	Quantity	Unit length	Total Length / Wall Length	Unit Weight	Total weight	Unit Price	Total Price
1 ESZ-19-700 new pairs	13 pairs	55.0 ft	58.5 LF	108.60 lbs	77,649 lbs	\$0.87 per lb	\$67,554.63
2 ESZ-19-700 new pairs	27.5 pairs	60.0 ft	126.0 LF	108.60 lbs	179,190 lbs	\$0.87 per lb	\$155,895.30
3 Corner Pieces	6 pcs	55.0 ft				\$75.00 per ft	\$24,750.00
4 16 mils DFT CTE Coating - Both Sides	9752 sqft	top 20 ft				\$2.90 per sqft	\$28,281.96
5 Trucking cost	6 trucks					\$3,500.00 per load	\$21,000.00
					256,839 lbs	Total price:	\$297,481.89

Material origin: Foreign

Material standard: New material subject to the industry standard unless noted otherwise.

Material specification: Hot rolled sheet piles in ASTM A572 GR60

Terms & conditions: Any other terms or trimming and liquidation charges are per our general sales & rental terms and conditions listed on our website. Buyer to verify suitability, lengths, and quantities

Freight: Freight charges and truck availability are subject to change between time of quotation and time of actual shipment

Other items: Upon request we also supply: corners, fabrication, galvanizing, engineering support

Sales contact(s): Ronnie Hoefeld - 866-313-8770
 Call us at any time if you have questions or if you are looking for alternate options.

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Temporary Support of Excavation?

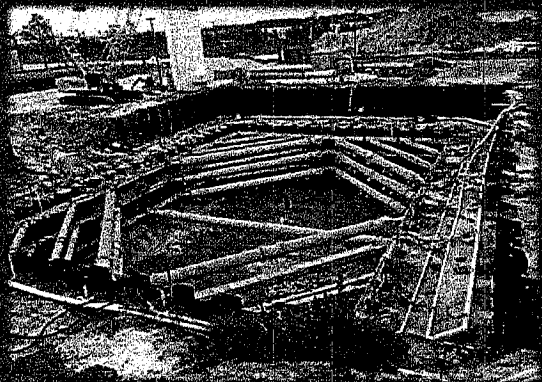
We Rent steel sheet pile and structural steel from stock!



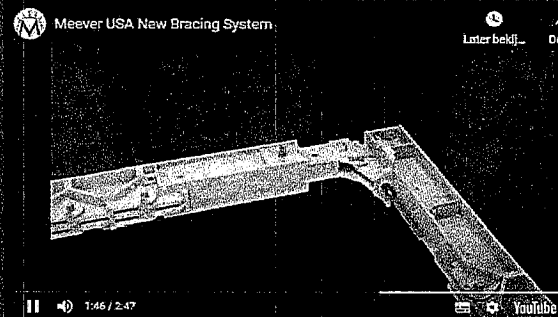
Looking to save even more time and money? We have the solution for you:

Meever's patented Modular Bracing System

- ⊙ No welding required
- ⊙ Availability from stock
- ⊙ Free Engineering Support
- ⊙ No installation experience required
- ⊙ External removable hydraulics create a static system
- ⊙ Save up to 70% on installation and removal time



Click below to view the bracing intro video



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Phone: 866-313-8770

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3525 N. Causeway Blvd., Suite 306
Metairie, LA 70002

T +1 (866) 313 8770
E info@meeverusa.com
I www.meeverusa.com

MEEVER USA INC - GENERAL TERMS AND CONDITIONS

1. **Prior Sale, Availability** — All material is offered subject to prior sale and /or availability of current materials and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of materials.
2. **Prices** — Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .
3. **Delays** — Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.
4. **Payments and Credit** — Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.
5. **Standard Tolerances** — Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.
6. **Changes** — Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .



7. Delivery and Transportation — Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment. A: Shipments F.O.B. Destination — Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination. B: Deliveries F.O.B. Shipping Point -- - Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer. Freight charges are optional. Fuel Surcharge Cost "FSC" is included in the offered and agreed upon price and valid at time of ordering. If the FSC changes between time of ordering and time of shipment, Meever USA remains the right to adjust freight rates accordingly.

8. Inspection — Where Buyer is to inspect, inspection and acceptance must be made before shipment.

9. Warranty and Limitation of Remedies — Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

10. Claims — Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

11. Taxes — All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account. Including but not limited to import and/or anti-dumping taxes, duties or fees.

12. Source of Materials — Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.

13. Patents — If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.



MEEVER USA

MAILING ADDRESS
3525 N. Causeway Blvd., Suite 306
Metairie, LA 70002

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E info@meeverusa.com
I www.meeverusa.com

14. **Waivers** — No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

15. **Compliance With Laws, Rules and Regulations** — In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order 11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.

16. **Timing of Billing to Buyer** - Seller will invoice Buyer upon shipment from its supplier or facility, or upon material readiness for shipment, unless otherwise indicated on the face of this document.

17. **Storage of Material For Buyer** - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein. Storage fees may apply.

18. **Material Reservation** - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

19. **Title to Goods** — Under the UCC, title to all goods sold by the Seller to the Buyer does not pass to Buyer until Buyer pays for the goods in its entirety. Seller reserves a purchase money security interest in all goods sold until all amounts due to Seller have been paid.

20. **Assignment** — No assignment of rights or delegation of duties by Buyer shall be binding upon Seller without Seller's written consent.

21. **Applicable Law** — The sale of goods shall be governed by the laws of the State of New York, exclusive of choice of law rules.

22. **Applicable Venue and Jurisdiction** — Buyer consents to jurisdiction and venue in any court of competent jurisdiction in New York City, New York, for any and all suits or actions brought for any and every breach of this contract.



ORDER CONFIRMATION / ORDER ACKNOWLEDGEMENT

Customer "Buyer": Billing address: Attn. Office/cell phone Email address: Invoice to be sent by:	Couvillion Group 371 Walker Rd. PO Box 344 Belle Chasse, LA 70037 Taylor Roy 504-656-8234 estimator@couvilliongrp.com E-mail	Project name: Delivery address: Date: Payment terms: Estim. Delivery time: Delivery terms:	Ama Drainage Improvements Parish Project No. P150801-2 Bernard Ave; Ama, LA 70031 12/21/2021 Net 30 after delivery date - subject to credit 1-Feb after receipt of signed confirmation form. CPT JOBSITE Acc. Incoterms 2010
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item	Product description	Quantity	Unit length	Wall length	Weight per LF	Total weight	Unit Price	Total Price	
1	ESZ 19-700	13.5 pairs	55.0 ft	62.0 LF	108.60 lbs	80,636 lbs	\$0.90 per lb	\$72,571.95	
2	ESZ 19-700	30.5 pairs	60.0 ft	140.1 LF	108.60 lbs	198,738 lbs	\$0.90 per lb	\$178,864.20	
3	Corner Pieces (LV-20)	6 pcs	55.0 ft				\$75.00 per LF	\$24,750.00	
4	Corner Pieces (VTS)	2 pcs	55.0 ft				\$75.00 per LF	\$8,250.00	
5	16 mils DFT CTE Coating - Both Sides	10595.2 sqft	top 20 ft				\$2.90 per sqft	\$30,726.08	
6	Freight charge - to the jobsite	7 trucks					\$3,500.00 per load	\$24,500.00	
7								Sub Total:	\$339,662.23
8								Sales Tax:	\$29,782.83
9								Total Price:	\$369,445.06

Payment guarantee information***			
Tax Information:	Taxable:	9.45%	
Payment Security:	Bonded***		
Bonding Company:			
Address:			
Phone #:			
Email:			

Project Owner Information**			
Owner Name:	St. Charles Parish Government		
Address:			
Phone #:			
Email:			
Please select the buyer's direct hirer and project type below:			
	General Contractor	Public	

Steel grade	Hot rolled sheet piles in ASTM A572 GR60
Material origin	Foreign
Material standard	New material subject to the industry standard unless noted otherwise. Used material in "as is" condition.
Delivery	Trucking rates and truck availability are subject to change between time of order and time of actual shipment. You will be notified in case the price increase exceeds 10% of the original price. Meever USA will invoice the increased price or you will have the option to pick up material from our loading location.
Other	Lifting holes / coating / interlock sealant / galvanizing -- none are included unless noted otherwise.
Terms & conditions	By signing the order confirmation/acknowledgement you accept above order specification and our terms & conditions attached. This Order Confirmation shall become a binding agreement of Buyer and Meever USA upon Meever signing and returning this Order Confirmation or upon commencing performance of this agreement.

Authorized Representative for Buyer:

Print Name and sign: _____

Date: _____

Buyer PO / Ref. #: _____

Buyer's Billing Contact Name and email: _____

Authorized Representative for: **Meever USA, Inc.**

Print Name and sign: _____

Date: _____

Meever PO / Ref. #: _____

*** Bonding Company (when applicable) and Project Owner Information is required to be entered by the buyer's representative.

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2. Prices --- Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .
3. Delays --- Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.
4. Payments and Credit --- Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY on ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.
5. Standard Tolerances --- Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.
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7. Delivery and Transportation — Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment. A: Shipments F.O.B. Destination — Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination. B: Deliveries F.O.B. Shipping Point — Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer. Freight charges are optional. Fuel Surcharge Cost "FSC" is included in the offered and agreed upon price and valid at time of ordering. If the FSC changes between time of ordering and time of shipment, Meever USA remains the right to adjust freight rates accordingly.

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9. Warranty and Limitation of Remedies — Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

10. Claims — Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

11. Taxes — All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account. Including but not limited to import and/or anti-dumping taxes, duties or fees.

12. Source of Materials — Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.

13. Patents — If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.



14. Waivers — No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

15. Compliance With Laws, Rules and Regulations — In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order 11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.

16. Timing of Billing to Buyer - Seller will invoice Buyer upon shipment from its supplier or facility, or upon material readiness for shipment, unless otherwise indicated on the face of this document.

17. Storage of Material For Buyer - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein. Storage fees may apply.

18. Material Reservation - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

19. Title to Goods — Under the UCC, title to all goods sold by the Seller to the Buyer does not pass to Buyer until Buyer pays for the goods in its entirety. Seller reserves a purchase money security interest in all goods sold until all amounts due to Seller have been paid.

20. Assignment — No assignment of rights or delegation of duties by Buyer shall be binding upon Seller without Seller's written consent.

21. Applicable Law — The sale of goods shall be governed by the laws of the State of New York, exclusive of choice of law rules.

22. Applicable Venue and Jurisdiction — Buyer consents to jurisdiction and venue in any court of competent jurisdiction in New York City, New York, for any and all suits or actions brought for any and every breach of this contract.

2023-0327

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

ORDINANCE NO. 23-12-8

An ordinance approving and authorizing the execution of a Cancellation of Lease and an Act of Conveyance of a certain piece of property with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements located thereon at 145 Angus Drive in Luling, Louisiana.

WHEREAS, Ordinance No. 66-3-548 adopted on September 4, 1979, by the St. Charles Parish Police Jury, approved and authorized a Lease between the St. Charles Hospital Service District and the St. Charles Parish Police Jury for the construction and operation of a Senior Citizens Center on property owned by Hospital Service District No. 1 of the Parish of St. Charles; and,

WHEREAS, St. Charles Parish constructed a Senior Citizens Center now known as the A. J. Melancon Senior Citizens Center on said property at 145 Angus Drive in Luling, Louisiana; and,

WHEREAS, The St. Charles Council on Aging has constructed a new facility at 282 Judge Edward Dufresne Parkway and will no longer be occupying the Center at 145 Angus Drive; and,

WHEREAS, it is the desire of the parties to the Lease to cancel said Lease and convey the improvements located thereon to Hospital Service District No. 1 of the Parish of St. Charles for the appraised value of \$170,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease by St. Charles Hospital Service District to St. Charles Parish Police Jury dated September 4, 1979, approved by Ordinance No. 66-3-548 for certain property located at 145 Angus Drive, Luling, Louisiana is hereby cancelled.

SECTION II. That the Act of Conveyance for the improvements located at 145 Angus Drive, Luling, Louisiana by and between St. Charles Parish and Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana is hereby approved and accepted for the sum of \$170,000.00 value based on appraisal.

SECTION III. That the Parish President is hereby authorized to execute said Cancellation of Lease and Act of Conveyance 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, BELLOCK,
FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth A. Billings
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: [Signature]

RESOLUTION

A Resolution to approve and authorize the cancellation of the Lease with St. Charles Parish and the conveyance of the improvements located at 145 Angus Drive in Luling, Louisiana.

WHEREAS, on September 4, 1979 the St. Charles Parish Police Jury adopted Ordinance No. 66-3-548 approving a Lease by St. Charles Hospital Service District to St. Charles Parish Police Jury for the construction and operation of a Senior Citizens Center on property owned by Hospital Service District No. 1 of the Parish of St. Charles; and

WHEREAS, St. Charles Parish constructed a Senior Citizens Center on said property now known as the A. J. Melancon Senior Citizens Center at 145 Angus Drive in Luling, Louisiana; and

WHEREAS, the St. Charles Council on Aging has constructed a new facility at 282 Judge Edward Dufresne Parkway and will no longer be occupying the Center at 145 Angus Drive; and

WHEREAS, it is the desire of the parties hereto to cancel said Lease and convey the improvements located thereon to Hospital Service District No. 1 of the Parish of St. Charles.

NOW, THEREFORE BE IT RESOLVED THAT HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES DOES HEREBY APPROVE AND AUTHORIZE that the Lease by St. Charles Hospital Service District to St. Charles Parish Police Jury dated September 4, 1979, approved by Ordinance No. 66-3-548 for certain property located at 145 Angus Drive, Luling, Louisiana be cancelled.

BE IT FURTHER RESOLVED, that the conveyance of the improvements located at 145 Angus Drive, Luling, Louisiana by St. Charles Parish to Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana is hereby approved.

BE IT FURTHER RESOLVED, that James "Jake" Lemmon, Chairman of the Board of Commissioners of Hospital Service District No. 1 of the Parish of St. Charles is hereby authorized to execute any and all documents necessary to cancel said Lease and convey said improvements from St. Charles Parish to Hospital Service District No. 1 of the Parish of St. Charles.

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

YEAS: SMITH, VIAL, RAYMOND, SIMON

NAYS: Ø

ABSENT: LEMMON

And the Resolution was declared adopted this 25 day of OCTOBER 2023.

ACT OF CANCELLATION

UNITED STATES OF AMERICA

BY AND BETWEEN

STATE OF LOUISIANA

ST. CHARLES PARISH

PARISH OF ST. CHARLES

AND

HOSPITAL SERVICE DISTRICT
NO. 1 OF THE PARISH OF ST.
ST. CHARLES, STATE OF LOUISIANA

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and twenty-three (2023);

BEFORE ME, Robert L. Raymond, a Notary Public duly qualified and commissioned in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, Parish President, by virtue of Ordinance No. _____, adopted by the St. Charles Parish Council on _____, 2023, and whose address is 15045 River Road, Post Office Box 302, Hahnville, LA 70057;

AND

HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, a political subdivision of the State of Louisiana, herein represented by James "Jake" Lemmon, its President, by virtue of a Resolution adopted by the Board of Commissioners on October 25, 2023, and whose address is 1057 Paul Maillard Road, Luling, Louisiana, 70070.

Who declares that on September 4, 1979 the St. Charles Parish Police Jury adopted Ordinance No. 66-3-548 approving a Lease by St. Charles Hospital Service District to St. Charles Parish Police Jury for the construction and operation of a Senior Citizens Center on property owned by Hospital Service District No 1 of the Parish of St. Charles, State of Louisiana; and who further declares that the Parish is no longer in need of the property as a Senior Citizens Center.

IT IS HEREBY AGREED THAT, the Lease entered into by the St. Charles Parish Hospital Service District and the St. Charles Parish Police Jury on September 4, 1979, by virtue of Ordinance No. 66-3-548 is hereby cancelled.

THUS DONE AND PASSED in my office in St. Charles Parish, Louisiana on the date first above written in the presence of the two named and undersigned competent witnesses, and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH

Printed Name: _____

BY: _____
Matthew Jewell
Parish President

HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH
OF ST. CHARLES, STATE OF LOUISIANA

Printed Name: _____

BY: _____
James "Jake" Lemmon

Robert L. Raymond
NOTARY PUBLIC
NOTARY ID # 11408

ACT OF CONVEYANCE	*	UNITED STATES OF AMERICA
	*	
BY: ST. CHARLES PARISH	*	STATE OF LOUISIANA
	*	
TO: HOSPITAL SERVICE DISTRICT	*	PARISH OF ST. CHARLES
NO. 1 OF THE PARISH OF ST.	*	
ST. CHARLES, STATE OF	*	
LOUISIANA	*	

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and twenty-three (2023);

BEFORE ME, Robert L. Raymond, a Notary Public duly qualified and commissioned in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, Parish President, by virtue of Ordinance No. _____, adopted by the St. Charles Parish Council on _____, 2023, and whose address is 15045 River Road, Post Office Box 302, Hahnville, LA 70057;

Who declares that it does by these presents grant, bargain, sell, convey transfer, assign, set over, abandon and deliver, without any warranties whatsoever but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors unto

HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, a political subdivision of the State of Louisiana, herein represented by James "Jake" Lemmon, its President, by virtue of a Resolution adopted by the Board of Commissioners on October 25, 2023, and whose address is 1057 Paul Maillard Road, Luling, Louisiana, 70070.

Here present accepting, and purchasing for Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, the following described property to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING:

That certain building, known as the A. J. Melancon Senior Citizens Center located at 145 Angus Drive Luling, Louisiana, being located on a certain piece of property, acquired by Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, by donation from William H. Talbot, et als, passed before James P. Vial, Notary on September 27, 1956 and recorded at COB 14, folio 450 of the records of St. Charles Parish.

Improvements bear Municipal No. 145 Angus Drive. Luling, LA 70070.

TO HAVE AND TO HOLD the above described property unto said purchaser, his heirs and assigns forever.

THIS CONVEYANCE IS MADE AND ACCEPTED for and in consideration of the price and sum of one hundred seventy thousand & no/100 (\$170,000.00) dollars Cash, which said purchaser has well and truly paid, in ready and current money to the said vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

It is acknowledged that this conveyance is being made as a Cooperative Endeavor Agreement and is authorized by Article 6, Section 20 of the Constitution of the State of Louisiana, The Local Services Law of the State of Louisiana, (RS 33:1321 – 1337) and other laws of the State of Louisiana, in order to allow Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana to further its mission of providing health care services to the citizens of St. Charles Parish.

THUS DONE AND PASSED in my office in St. Charles Parish, Louisiana on the date first above written in the presence of the two named and undersigned competent witnesses, and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH

BY: _____

Printed Name: _____

Matthew Jewell
Parish President

HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH
OF ST. CHARLES, STATE OF LOUISIANA

BY: _____

Printed Name: _____

James "Jake" Lemmon

Robert L. Raymond
NOTARY PUBLIC
NOTARY ID # 11408