

St. Charles Parish

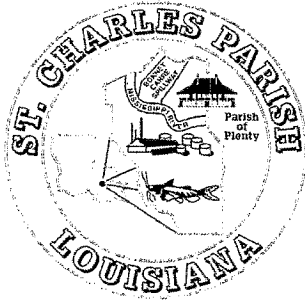
Meeting Minutes

Monday, March 18, 2024

6:00 PM

Council Chambers, Courthouse

Final



St. Charles Parish Courthouse

15045 Highway 18

P.O. Box 302

Hahnville, LA 70057

985-783-5000

www.stcharlesparish.gov

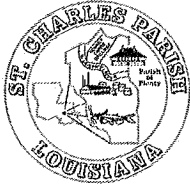
Parish Council

Council Chairman Bob Fisher

Councilmembers Michael A. Mobley, Holly Fonseca,

La Sandra D. Wilson, Heather Skiba, Walter Pilié,

Willie Comardelle, Michelle O'Daniels, Michele deBruler



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Council Chairman Bob Fisher
Councilmembers Michael A. Mobley, Holly Fonseca,
La Sandra D. Wilson, Heather Skiba, Walter Pilié,
Willie Comardelle, Michelle O'Daniels, Michele deBruler

Monday, March 18, 2024

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Michael A. Mobley, Holly Fonseca, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruler

Absent 1 - La Sandra D. Wilson

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, Parks and Recreation Director Duane Foret, Blaine Fauchaux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Cody Cunningham
First Baptist Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Skiba, seconded by Councilmember O'Daniels, to approve the minutes from the regular meeting of March 4, 2024. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2024-0106

Proclamation: "French Language and Heritage Day"
"Le Jour de langue et d'héritage français"

Sponsors: Mr. Comardelle

Councilman Comardelle invited Ms. Karen Baudry to the podium to read the proclamation in French.

Read

2 2024-0107

Proclamation: "Child Abuse Prevention Month"

Sponsors: Mr. Jewell

Read

3 2024-0108

Proclamation: "Sexual Assault Awareness Month and Financial Literacy Month"

Sponsors: Mr. Fisher

Read

4 2024-0109

Proclamation: "Retired Teachers Day in St. Charles Parish"

Sponsors: Ms. Skiba

Read

5 2024-0110

Proclamation: "Parkinson's Disease Awareness Month"

Sponsors: Mr. Mobley

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)2024-0114

New Orleans Aviation Board

Director of Aviation Kevin Dolliole reported.

Reported2024-0115

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Fonseca spoke on the matter.

President Jewell spoke on the matter.

Chairman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER 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, APRIL 1, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2024-0117

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Administration, Article I. In General, Section 2-12. Procedures for procurement of architects and engineers. I. Special Provisions., (a) and (b), to increase the contract fee threshold amount for consulting engineers and architectural services handled administratively to \$50,000.00 and to revise the required notice to the Parish Council of the award of contracts handled administratively.

Sponsors: Ms. Fonseca, Ms. Wilson and Mr. Fisher**Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024**

2023-0326

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between Bunge North America, Inc., Bunge Chevron AG Renewables LLC and the Parish of St. Charles providing for the construction of a road connecting Jonathan Street to Lorraine Street.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024

2023-0328

An ordinance to revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, Jean Street, and Destrehan Park Subdivision, as shown on the map by Michael P. Blanchard, PLS, signed and dated February 5, 2024.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024

2024-0119

An ordinance approving and authorizing the execution of Change Order No. 1 for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to increase the contract amount by \$66,500.00 and increase contract time by eight (8) calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024

2024-0120

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot X-5-A, Sunset Drainage District, 15396 Highway 90, Paradis as requested by Bobby Gorman Sr. for St. Charles Recycling, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024

2024-0121

An ordinance to rescind Ordinance No. 23-3-6 and to approve a purchase and/or expropriation of a 1,482 sq. ft. perpetual sewer servitude, a 2,223 sq. ft. temporary construction servitude, and a 1,767 sq. ft. perpetual access servitude over property owned by John T. Lambert, Jr. and Michael C. Melancon designated as Lot 1A of the John Lambert Tract for the St. Rose Sewer Network Upgrade Project.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on April 1, 2024

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

6 2024-0100

An ordinance approving and authorizing the execution of Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$7,500.00, bringing the overall contract amount to \$22,500.00.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval
Wastewater Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 24-3-9

13 2024-0101

An ordinance approving and authorizing the execution of an Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for certain parcels of land comprising approximately 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

Sponsors: Mr. Jewell

Reported:

Parish President Recommended: Approval

Parish President Matthew Jewell spoke on the matter.

President Jewell invited Senior Projects Manager Sam Scholle to the podium to answer any questions.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 24-3-10

28 2024-0103

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 22-5-8, which approved the Professional Services Agreement with Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure (Project No. WWKS 111), in the amount of \$135,259.00.

Sponsors: Mr. Jewell and Department of Waterworks

Reported:

Waterworks Department Recommended: Approval

Waterworks Director Gregory Gorden spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Gorden spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 24-3-11

40 2024-0104

An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Works Director Miles Bingham invited Senior Projects Manager Sam Scholle to the podium to speak on the matter.

Mr. Scholle spoke on the matter.

Amendment: Chairman Fisher stated a motion was needed to amend the proposed ordinance, to change, Section I., "That the purchase and/or expropriation of a 1.501 servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 is hereby approved and accepted in the not to exceed value of \$2,896.38." to read, "That the purchase and/or expropriation of a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 is hereby approved and accepted in the not to exceed value of \$2,896.38."

Public Hearing Requirements Satisfied

A motion was made by Councilmember Fonseca, seconded by Councilmember Comardelle, to Amend File No. 2024-0104. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Amended

2024-0104

An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 24-3-12

43 2024-0105

An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) to increase the contract amount by \$198,096.00 and increase the contract time by 50 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 24-3-13

PERSONS TO ADDRESS THE COUNCIL

2024-0116

Mr. Robert Gonsoulin: Montz Drainage pumps - Question to something
Mrs. Fonseca stated

Parish President Matthew Jewell spoke on the matter.
Mr. Gonsoulin spoke on the matter.
Councilwoman Fonseca spoke on the matter.

Heard

RESOLUTIONS

48 2024-0113

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

Sponsors: Mr. Jewell and Department of Finance

Reported:

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 6759

56 2024-0118

A resolution acknowledging that Watson Court, L.P., has notified the members of the St. Charles Council and the Parish President of their intent to submit an application for the Low Income Tax Credit Program for the development of Watson Court, L.P., located on three different sites in St. Charles Parish in Boutte, Des Allemands, and Hahnville.

Sponsors: Mr. Jewell, Mr. Mobley, Ms. Fonseca, Ms. Wilson, Ms. Skiba, Mr. Pilié, Mr. Comardelle, Ms. O'Daniels, Mr. Fisher and Ms. deBruler

Reported:

St. Charles Parish Council Recommended: Approval
Councilwoman Fonseca spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 6760

APPOINTMENTS

57 2024-0071

A resolution appointing Ms. Stephanie Mire to the St. Charles Parish Library Board of Control as the District V Representative.

VOTE ON THE APPOINTMENT OF MS. STEPHANIE MIRE

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Enactment No: 6761

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2024-0111

Executive Session: USDC, Eastern District of Louisiana, Civil Action No. 2:23-EV-01369 St. Charles Parish, etal v. Federal Emergency Management Agency

Sponsors: Mr. Jewell and Department of Legal Services

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

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

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

Heard in Executive Session

Chairman Fisher explained that Executive Session was regarding File No. 2024-0111 USDC, Eastern District of Louisiana, Civil Action No. 2:23-EV-01369 St. Charles Parish, etal v. Federal Emergency Management Agency and File No. 2024-0112 USDC, Eastern District of Louisiana, Civil Action No. 2:22-CV-02220 Parish of St. Charles vs. American River Transportation Co., LLC.

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

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Returned

2024-0112

Executive Session: USDC, Eastern District of Louisiana, Civil Action No. 2:22-CV-02220 Parish of St. Charles vs. American River Transportation Co., LLC

Sponsors: Mr. Jewell and Department of Legal Services

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

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

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

Heard in Executive Session

Chairman Fisher explained that Executive Session was regarding File No. 2024-0111 USDC, Eastern District of Louisiana, Civil Action No. 2:23-EV-01369 St. Charles Parish, etal v. Federal Emergency Management Agency and File No. 2024-0112 USDC, Eastern District of Louisiana, Civil Action No. 2:22-CV-02220 Parish of St. Charles vs. American River Transportation Co., LLC.

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

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

Returned

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember Skiba, to adjourn the meeting at approximately 8:07 pm. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Wilson

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, St. Charles Parish, Louisiana recognizes that the French Language is vitally important to the identity and the culture of the people who settled this area of south Louisiana in the 1700 and 1800's; and,
ATTENDU QUE la Paroisse de St. Charles, en Louisiane, reconnaît que la langue française est d'une importance vitale pour l'identité et la culture des personnes qui se sont installées dans cette région du sud de la Louisiane dans les années 1700 et 1800; et,
WHEREAS, we encourage all of our citizens to teach with great pride to our children all that they can about the French language, culture and history that has made this area so uniquely different than any other area of the United States; and,
ATTENDU QUE nous encourageons tous nos citoyens à enseigner avec une grande fierté à nos enfants tout ce qu'ils peuvent sur la langue, la culture et l'histoire françaises qui ont rendu cette région si différente de toutes les autres régions des États-Unis; et,
WHEREAS, we encourage our citizens to promote and speak French in public venues and family gatherings; and,
ATTENDU QUE nous encourageons nos citoyens à promouvoir et à parler le français dans les lieux publics et les réunions familiales; et,
WHEREAS, we encourage our local businesses to do business in French and / or bilingual (French and English); and,
ATTENDU QUE nous encourageons nos entreprises locales à faire des affaires en français et/ou bilingue (français et anglais); et,
WHEREAS, we recognize that the French language has always been a vital part of the culture and economy of St. Charles Parish Louisiana and is a multi-billion-dollar industry for the State of Louisiana; and,
ATTENDU QUE nous reconnaissons que la langue française a toujours été un élément vital de la culture et de l'économie la Paroisse de St. Charles de Louisiane, et que c'est une industrie de plusieurs milliards de dollars pour l'État de Louisiane; et,
WHEREAS, the Cajun Dancers of Allemands Elementary School began in the mid 1980's. An Allemands Elementary educator keeps the tradition alive by continuing to preserve the Cajun Dancers program.
ATTENDU QUE Les danseurs cajuns de l'école élémentaire Allemands ont vu le jour au milieu des années 1980. Une éducatrice de l'école élémentaire Allemands perpétue la tradition en continuant de préserver le programme des danseurs cajuns.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MARCH 20, 2024 AS
 PAR CONSÉQUENT, être il résolu, nous, la membres de la Paroisse de St. Charles le conseil et la Paroisse Président, proclame par la présente 20 Mars 2024 comme

“FRENCH LANGUAGE AND HERITAGE DAY”

"Le Jour de langue et d'héritage français"

s/MATTHEW JEWELL
 MATTHEW JEWELL
 PARISH PRESIDENT
s/MICHAEL A. MOBLEY
 MICHAEL A. MOBLEY
 COUNCILMAN AT LARGE, DIV. A
s/HOLLY FONSECA
 HOLLY FONSECA
 COUNCILWOMAN AT LARGE, DIV. B
 ABSENT
LA SANDRA D. WILSON
 SANDRA D. WILSON
 COUNCILWOMAN, DISTRICT I
s/HEATHER SKIBA
 HEATHER SKIBA
 COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ
 WALTER PILIÉ
 COUNCILMAN, DISTRICT III
s/WILLIE COMARDELLE
 WILLIE COMARDELLE
 COUNCILMAN, DISTRICT IV
s/MICHELLE O'DANIELS
 MICHELLE O'DANIELS
 COUNCILWOMAN, DISTRICT V
s/BOB FISHER
 BOB FISHER
 COUNCILMAN, DISTRICT VI
s/MICHELE DEBRULER
 MICHELE DEBRULER
 COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *child abuse and neglect is a complex and ongoing problem in our society, affecting many children in our community; and,*

WHEREAS, *every child is entitled to be loved, cared for, nurtured, feel secure, and be free from verbal, sexual, emotional and physical abuse, and neglect; and,*

WHEREAS, *it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe and nurturing childhood; and,*

WHEREAS, *St. Charles Parish has dedicated individuals and organizations who work daily to counter the problem of child maltreatment and to help parents obtain the assistance they need; and,*

WHEREAS, *our communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and,*

WHEREAS, *effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community; and,*

WHEREAS, *all citizens, community agencies, faith organizations, and businesses will work to increase their efforts to support families.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM APRIL 2024 AS

“CHILD ABUSE PREVENTION MONTH”

IN ST. CHARLES PARISH AND CALL UPON ALL CITIZENS, COMMUNITY AGENCIES, FAITH GROUPS, AND BUSINESSES TO INCREASE THEIR PARTICIPATION IN OUR EFFORTS TO SUPPORT FAMILIES, THEREBY PREVENTING CHILD ABUSE AND STRENGTHENING THE COMMUNITIES IN WHICH WE LIVE.

s/MATTHEW JEWELL

MATTHEW JEWELL
PARISH PRESIDENT

s/MICHAEL A. MOBLEY

MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

ABSENT

LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA

HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ

WALTER PILIÉ
COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE

WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

s/MICHELLE O'DANIELS

MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER
COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER

MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

- WHEREAS,** *sexual assault and financial literacy are key issues for victims of domestic and sexual violence. At the same time, one of the greatest barriers to escaping a pattern of abusive behavior is economics; and,*
- WHEREAS,** *today’s economy is exacerbating sexual assault, and, at the same time, it is limiting the options for survivors to get help; and,*
- WHEREAS,** *ninety-nine percent of women who experience physical violence in a relationship also experience some form of economic abuse. Abusers use finances as an invisible weapon to keep victims trapped in abusive relationships; and,*
- WHEREAS,** *the National Network to End Domestic Violence and the Allstate Foundation has teamed up to create a unique program that is helping survivors of abuse become financially literate and independent from those who continuously perpetrate abuse against them; and,*
- WHEREAS,** *the Allstate Foundation Purple Purse campaign is aimed at creating long-term safety and security for survivors through financial empowerment. The program ignites fundraising for hundreds of national, state, and local domestic violence organizations; and,*
- WHEREAS,** *the Metro Centers for Community Advocacy provides free and confidential services to women, children, and male survivors to enable families to regain their physical and emotional strength with the goal to provide assistance to anyone seeking help, and this is accomplished through state, federal, and local grant monies as well as donations; and,*
- WHEREAS,** *the mission of the Metro Centers for Community Advocacy is to break the cycle of violence and aid survivors of sexual assault, domestic violence, and stalking.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF APRIL 2024 AS

**"SEXUAL ASSAULT AWARENESS MONTH
AND
FINANCIAL LITERACY MONTH"**

IN ST. CHARLES PARISH AND ENCOURAGE ALL RESIDENTS TO EDUCATE THEMSELVES AND SPEAK OUT AGAINST SEXUAL VIOLENCE AND TO INCREASE THEIR UNDERSTANDING OF FINANCIAL STABILITY.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/MICHAEL A. MOBLEY
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

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

ABSENT

LA SANDRA D. WILSON
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ
WALTER PILIÉ
COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

s/MICHELLE O’DANIELS
MICHELLE O’DANIELS
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

P R O C L A M A T I O N

WHEREAS, Louisiana’s retired teachers have devoted their careers to the education and training of tens of thousands of Louisiana’s youth; and,

WHEREAS, Louisiana’s retired teachers have provided job and social skills training for adults throughout the state; and,

WHEREAS, Louisiana’s retired teachers have rendered valuable service in diverse leadership roles to their communities and institutions throughout their careers and continue to render such services as retirees; and,

WHEREAS, Louisiana’s retired teachers represent the profession, which is given the basic responsibility for launching the careers of state and national leaders, and for laying the foundation for the welfare of all members of our society; and,

WHEREAS, Louisiana’s retired teachers have toiled ceaselessly to improve the quality of life in the state and nation, often in less than adequate circumstances and for less than adequate pay; and,

WHEREAS, Louisiana’s retired teachers represent a tremendous pool of experience and training which remains dedicated to the betterment of society everywhere; and,

WHEREAS, Louisiana’s retired teachers represent a loyal, patriotic, and concerned citizenry, which provides dedicated and dependable support to the leaders in our communities, state, and nation.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, MARCH 21, 2024, AS

“RETIRED TEACHERS DAY IN ST. CHARLES PARISH”

s/MATTHEW JEWELL

**MATTHEW JEWELL
PARISH PRESIDENT**

s/MICHAEL A. MOBLEY

**MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A**

s/HOLLY FONSECA

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

ABSENT

**LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I**

s/HEATHER SKIBA

**HEATHER SKIBA
COUNCILWOMAN, DISTRICT II**

s/WALTER PILIÉ

**WALTER PILIÉ
COUNCILMAN, DISTRICT III**

s/WILLIE COMARDELLE

**WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV**

s/MICHELLE O’DANIELS

**MICHELLE O’DANIELS
COUNCILWOMAN, DISTRICT V**

s/BOB FISHER

**BOB FISHER
COUNCILMAN, DISTRICT VI**

s/MICHELE DEBRULER

**MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII**

PROCLAMATION

WHEREAS, *Parkinson’s disease is a chronic, progressive, neurological disorder of the central nervous system, affecting more than 1 million people in the United States; and,*

WHEREAS, *research suggests the cause of Parkinson’s disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and,*

WHEREAS, *the symptoms of Parkinson’s disease vary from person to person and can include tremors, slowness of movement and rigidity, difficulty with balance, swallowing, chewing, and speaking, cognitive impairment and dementia, mood disorders (such as depression and anxiety), and other symptoms; and,*

WHEREAS, *research, education, and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF APRIL 2024 AS

“PARKINSON’S DISEASE AWARENESS MONTH”

IN ST. CHARLES PARISH AND URGE ALL COMMUNITY MEMBERS TO LEARN MORE ABOUT PARKINSON’S DISEASE FROM THE DAVIS PHINNEY FOUNDATION FOR PARKINSON’S AND SUPPORT THE INDIVIDUALS LIVING WITH THIS DISEASE AND THEIR CAREGIVERS.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/MICHAEL A. MOBLEY
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

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

ABSENT
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

s/HEATHER SKIBA
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

Parkinson's Awareness Month 2024.pcl

s/WALTER PILIÉ
WALTER PILIÉ
COUNCILMAN, DISTRICT III

s/WILLIE COMARDELLE
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

s/MICHELLE O’DANIELS
MICHELLE O’DANIELS
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

2024-0100

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

ORDINANCE NO. 24-3-9

An ordinance approving and authorizing the execution of Amendment No. 1, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$7,500.00, bringing the overall contract amount to \$22,500.00.

WHEREAS, on July 20, 2023, St. Charles Parish entered into a Professional Services Agreement with All South Consulting Engineers, LLC, to provide consulting services for the 2023 Wastewater Rate Study (Project No. S230601), in the not to exceed amount of \$15,000.00; and,

WHEREAS, St. Charles Parish wants All South Consulting Engineers, LLC, to evaluate three additional rate structures in order to finalize the study; and,

WHEREAS, St. Charles Parish and All South Consulting Engineers, LLC, have mutually agreed to an additional fee of \$7,500.00 to complete the work, bringing the overall contract value to \$22,500.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC, for additional consulting services for the 2023 Wastewater Rate Study (Project No. S230601), in the total amount of \$7,500.00, to increase the overall contract value to \$22,500.00, is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the ordinance was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: March 21, 2024
AT: 2:50 pm RECD BY: [Signature]

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR 2023 WASTEWATER RATE STUDY**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2024;

BY AND BETWEEN:

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

ALL SOUTH CONSULTING ENGINEERS, LLC, represented herein by Stephen C. Smith, its Partner, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, on July 20, 2023, St. Charles Parish entered into a Professional Services Agreement with All South Consulting Engineers, LLC to provide consulting services for the 2023 Wastewater Rate Study project (Project No. S230601); and,

WHEREAS, St. Charles Parish is requesting All South Consulting Engineers, LLC evaluate three additional rate structures as described in the revised Attachment A to this Amendment No. 1; and

WHEREAS, St. Charles Parish and All South Consulting Engineers, LLC have mutually agreed to an additional fee of \$7,500.00 to complete this work, bringing the overall contract value to \$22,500.00; and,

Delete Attachment A in its entirety and replace with the attached revised section.

Delete Attachment B in its entirety and replace with the attached revised section.

Delete Attachment C in its entirety and replace with the attached revised section.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2024.

Witnesses:

Kay Meyer
Mark Blanchard

ST. CHARLES PARISH

By: *Matthew Jewell*
Matthew Jewell
Parish President

Date: 3/21/24

ALL SOUTH CONSULTING
ENGINEERS, LLC

By: _____
Stephen C. Smith
Partner

Date: _____

**ATTACHMENT "A" – AMENDMENT NO. 1
PROJECT SCOPE**

2023 WASTEWATER RATE STUDY
Project No. (S230601)

The Scope of Work is as follows:

Complete a rate study for the St. Charles Parish Department of Wastewater based on the following parameters:

- Compilation of ten years of financial data from past audits, 2022 estimates, and 2023 budget;
- Projections for customer growth, revenue, and expenses for the department for the next six years (2024-2029);
- Development of a mathematical model to calculate sales revenues for future years which will be verified against the last 12 months of billings;
- Analysis of the current rates against projected expenses and capital improvements;
- Development of rates to meet the projected expenses, capital improvements, and desired surplus (including rates for 0%, 10%, or 15% of sales revenues).
- The OWNER shall provide pertinent input data for the study.
- The CONSULTANT and OWNER shall meet once to discuss findings from the study.

Evaluate three additional rate structures as listed below:

- Review the current rate structure and determine the impact on revenue if the first tier of billing was changed to 8,000 gallons/month from 6,000 gallons/month.
- Revenue required to maintain current operating/capital/bond revenue requirements if current rates were reduced by 50% (to arrive at a figure that would be generated by a new/dedicated milage).
- Revenue required to maintain current operating/capital/bond revenue requirements if rates were reduced to 2021 rate structure (to arrive at a figure that would be generated by a new/dedicated milage).

**ATTACHMENT "B" – AMENDMENT NO. 1
PROJECT SCHEDULE**

2023 WASTEWATER RATE STUDY
Project No. (S230601)

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

	<u>Number of Days to Complete</u>
Rate Study	90

Time for Completion

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

**ATTACHMENT "C" – AMENDMENT NO. 1
PROJECT COMPENSATION**

2023 WASTEWATER RATE STUDY
Project No. (S230601)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$22,500.00.
- a. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period, plus CONSULTANT's SUBCONSULTANT's charges.
- b. The charges of the CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF ALL SOUTH CONSULTING ENGINEERS, LLC, INCORPORATED.

AT THE MEETING OF DIRECTORS OF ALL SOUTH CONSULTING ENGINEERS, LLC, INCORPORATED, DULY NOTICED AND HELD ON DECEMBER 3, 2021. A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Stephen C. Smith, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

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 OF SAID CORPORATION, AND THE SAME HAS NOT BE REVOKED OR RESCINDED.



Timothy P. Bonura
Managing Partner

Jan 15, 2023

Date

2024-0101

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 24-3-10

An ordinance approving and authorizing the execution of an Act of Donation and Transfer by and between Chevron U.S.A. Inc. ("Chevron") and St. Charles Parish for certain parcels of land comprising approximately 32.392 acres for the purpose of operating and maintaining the Sunset Pump Station.

WHEREAS, St. Charles Parish has identified enhancements to the Sunset Pump Station that will improve drainage in the Sunset Drainage District; and,

WHEREAS, these enhancements include the project to widen the Crawford Canal to create a larger sump area and install trash screens to reduce the impacts of trash and debris on the Sunset Pump Station operations; and,

WHEREAS, St. Charles Parish and Chevron U.S.A. have reached an agreement that benefits the residents of St. Charles Parish; and,

WHEREAS, Chevron U.S.A. has agreed to donate the real estate necessary to construct the project to St. Charles Parish, more particularly described in detail in the attached Act of Donation and Transfer.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Donation and Transfer attached hereto made by Chevron U.S.A., Inc. to St. Charles Parish for those certain parcels of land identified as Parcels 1-1-R-2 and 1-2 as more fully shown on the Right of Way Map entitled "Crawford Canal Widening Project, Bayou Gauche, St. Charles Parish, Louisiana", dated November 16, 2022, last revised January 16, 2024, prepared by Stephen P. Flynn, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Act of Donation and Transfer on behalf of St. Charles Parish.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the ordinance was declared adopted the 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spontano
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 21, 2024
AT: 2:50 pm RECD BY: [Signature]

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

ACT OF DONATION AND TRANSFER

BE IT KNOWN, that on the dates set forth below, but effective as of the date of acceptance as evidenced by execution of the document by St. Charles Parish (the “**Effective Date**”), before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County as set forth above, and in the presence of the undersigned witnesses;

PERSONALLY, CAME AND APPEARED:

CHEVRON U.S.A. INC., a Pennsylvania corporation, having an address of 100 Northpark Blvd, Covington, LA 70433, (the “**Donor**”) represented herein by its Land Management Officer, Ryan Schneider duly authorized by Certificate of Assistant Secretary attached hereto and made a part hereof; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, (the “**Donee**”) herein represented by Matthew Jewell, its Parish President, whose mailing address is 15045 River Road, 3rd Floor, P.O. Box 302, Hahnville, LA 70057, and duly authorized pursuant to Ordinance No. 24-3-10 adopted by the St. Charles Parish Council on MARCH 18, 2024, a copy of which is attached hereto and made a part hereof (Donor and Donee sometimes also herein referred to individually as “**Party**” and collectively as “**Parties**”);

who declared the following:

Donor does by these presents give, grant, donate, set over, transfer, and assign unto Donee, here present and accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, all of Donor's right, title and interest in, on, under and to the land depicted and described as Parcel 1-1-R-2 and Parcel 1-2 on Exhibit A and further described on Exhibit A-1, both attached hereto and made a part hereof (collectively, the “**Land**”), together with, if any presently exists on the land, all of the buildings, structures, facilities, improvements and moveable and immoveable properties of every nature and character whatsoever, whether similar or dissimilar, situated or erected wholly or partially thereon, together with all of Donor's right, title and interest in, on, under and to all surface and other agreements, servitudes, roads, easements, privileges, advantages, rights-of-way and other rights, estates, and interests belonging to or in any wise appertaining to the ownership, and/or use of the Land, all of which are sometimes hereinafter referred to individually and collectively in the singular as the “**Property**.”

TO HAVE AND TO HOLD the Property unto the said Donee, its successors and assigns forever, pursuant to and subject to all of the terms and conditions set forth in this Act of Donation and Transfer (this “**Donation**”). This Donation is made and accepted subject to the following stipulations, conditions, encumbrances, agreements and reservations:

- 1) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind, governmental laws, ordinances, restrictive covenants, liens, and other encumbrances affecting the use of and/or encumbering the Land and Property and other matters (including, not by way of limitation, encroachments and protrusions) that would be revealed by a public records search or a current on the ground survey and inspection of the Property or otherwise.
- 2) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:
 - a. restrictive covenants, boundary and common party wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations, and ordinances of any governmental authority covering the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted;
 - b. any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of the Property;
 - c. the rights of any tenants or other parties in possession of any part of the Property;
and

- d. Any assessment or lien for ad valorem taxes for the current year and for subsequent years, and any assessments and/or liens for special assessments which are not yet due and payable and subsequent ad valorem tax assessments for prior years due to a change in land usage or ownership.
- 3) **No Warranty.** This Donation of Property is made by Donor and accepted by Donee without any warranty whatsoever, either express or implied and even as to title.
- 4) **Disclaimer, Waiver, and Release.** THE PROPERTY IS CONVEYED IN AN "AS IS" "WHERE IS" CONDITION, WITH ALL FAULTS, LIABILITIES AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN, AND WITH NO RIGHT OF SET-OFF OR REDUCTION IN CONSIDERATION. DONEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICIES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500, ANY OTHER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. BUYER ALSO WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF CONSIDERATION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, IN CONNECTION WITH THE PROPERTY. IN FURTHERANCE OF THE FOREGOING WAIVERS, DONEE HEREBY RELIEVES AND RELEASES DONOR FROM ANY AND ALL CLAIMS AND ANY AND ALL LOSSES RELATING TO OR ARISING OUT OF ANY VICIES OR DEFECTS IN: ALL OR ANY PORTION OF THE PROPERTY, WHETHER OBVIOUS OR LATENT, KNOWN OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, AND PARTICULARLY FOR ANY CLAIMS, RIGHTS OR CAUSE OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ., AND ARTICLE 2541, ET SEQ. DONEE FURTHER ACCEPTS SAID PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY TIMBER LOCATED THEREON AND ANY MINERAL RESERVES THEREUNDER) AS IS, WHERE IS, IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY WARRANTY, AND DONOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE PROPERTY'S TITLE, QUALITY, MERCHANTABILITY, ENVIRONMENTAL CONDITIONS, OR ITS SUITABILITY OR FITNESS FOR DONEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, CONTAMINATION, OR DANGEROUS CONDITIONS. BY ITS SIGNATURE BELOW, DONEE EXPRESSLY ACKNOWLEDGES THAT ALL SUCH WAIVERS AND ITS EXERCISE OF DONEE'S RIGHT TO WAIVE WARRANTY PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2503 AND 2548.
- 5) **Inspection by Donee.** Donee further certifies that the Property (including, but not limited to, any timber located thereon or any oil, gas or other mineral reserves thereunder) has been carefully inspected by Donee and that Donee is familiar with its condition and value thereof, and the improvements (including plumbing, electric wiring and equipment, debris, trash, farm equipment, and machinery installed thereon) located on the Property, inclusive of any hydrocarbons, other contaminants or waste substances that may be present in the soil, water and groundwater, and assumes all risks and liabilities associated therewith. DONEE ACKNOWLEDGES THAT THE PROPERTY HAS BEEN OR MAY HAVE BEEN USED IN CONNECTION WITH OIL, GAS AND OTHER MINERAL EXPLORATION, DEVELOPMENT, PRODUCTION, TRANSPORTATION AND OPERATIONS (INCLUDING, BUT NOT LIMITED TO, THE TWO (2) INCH PIPELINE TRAVERSING THE PROPERTY BEING FURTHER IDENTIFIED IN THAT CERTAIN RIGHT-OF-WAY AGREEMENT FROM TEXACO INC. TO THE SUNSET DRAINAGE DISTRICT RECORDED ON JULY 24, 1989, IN COB 408 AT FOLIO 316 BEARING INSTRUMENT NO. 144994, IN THE CONVEYANCE RECORDS OF ST. CHARLES PARISH, LA, DEPICTED ON EXHIBIT A) AND THAT SUCH USAGE COULD HAVE RESULTED IN CONTAMINATION OF OR ON THE PROPERTY OR IMPROVEMENTS THEREON. DONEE ALSO ACKNOWLEDGES THAT, AS PART OF ITS OPERATIONS OF THE SUNSET PUMP STATION, IT HAS BEEN USING, OCCUPYING AND OPERATING ON A PORTION OF THE PROPERTY AT ITS SOUTHERN EDGE FOR AN UNKNOWN NUMBER OF YEARS, WHICH OCCUPANCY AND USE HAS INCLUDED, WITHOUT LIMITATION, THE STORAGE AND USE OF PETROLEUM PRODUCTS, HYDRAULIC FLUID AND OTHER HAZARDOUS SUBSTANCES, THE STORAGE AND USE OF VEHICLES AND OTHER EQUIPMENT OR DEBRIS, AND THE STORAGE AND USE OF DRUMS AND OTHER STORAGE CONTAINERS OF UNKNOWN CONTENTS.
- 6) **Prohibited Activities and Security.** Donee acknowledges that the Property is directly adjacent to lands owned by Donor, which land is described and depicted as "Conservation Lands" on Exhibit A attached hereto and made a part hereof (the "Conservation Lands") which are subject to that certain Mitigation Banking Instrument dated June 9, 2005 by and between Chevron U.S.A. Inc. and the United States Army Corps of Engineers, et al (the "MBI") and / or Conservation Servitude and Easement dated

August 2, 2005 between Chevron U.S.A. Inc. and the Mississippi River Trust recorded in the Conveyance Records of St. Charles Parish, Louisiana on August 11, 2005 as COB 655 folio 339 bearing Entry No. 310788 (the “**Conservation Servitude**”), both of which contain specific prohibitions against certain activities on the Conservation Lands (the “**Prohibited Activities**”). Donee agrees that it will not conduct the Prohibited Activities on the Conservation Lands. Donee further agrees to cooperate with and assist Donor in preventing trespassing, or any other act inconsistent with this Donation, the MBI and the Conservation Servitude, on Donor’s adjacent property, including on the Conservation Lands. Donee agrees to, at Donee’s sole cost and promptly after Donor’s request, install and maintain in good condition 4’ tall, 6” diameter, concrete filled steel pipe bollards at an interval of not more than 350’ around the perimeter of the Property abutting the Conservation Lands.

- 7) **Right of Access.** Donor retains and reserves to itself, its successors and assigns, the a right of access over the Property, including rights of ingress and egress from the Property to the Conservation Lands and other property of Donor in the vicinity (including the right to use the existing roads and bridges at the Sunset Pump Station and over the bridge to be constructed across the Crawford Canal to the extent such road or bridges are located or will be located on the Property) for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands. Further, Donee grants to Donor the rights of access and ingress and egress to that property as described on **Exhibit B** (“**Pump Station Property**”), attached hereto and made a part hereof (including the right to use the existing road and bridge at the Sunset Pump Station and over the bridge to be constructed across the Crawford Canal to the extent such road or bridges are located on the Pump Station Property) for any and all purposes, including, but not limited to, construction, management and / or maintenance of the Conservation Lands. Donor agrees that it will use its best efforts to not unreasonably interfere with the Donee’s use of the Property or the Pump Station Property. Donor shall provide email notice to Donee 72 hours prior to exercising rights of access and ingress and egress involving heavy duty trucks or construction equipment to the St. Charles Parish Director of Public Works (mbingham@stcharlesgov.net), Assistant Superintendent - Drainage (ctregre@stcharlesgov.net) and Field Superintendent of the Sunset Drainage District, Toby Schmill (tschmill@stcharlesgov.net), as well as via mail courier to St. Charles Parish, Parish President, 15045 River Road, Hahnville, Louisiana 70057 with copies of said notice to the Director of Public Works, 100 River Oaks Dr., Destrehan, Louisiana, 70047 and the Department of Legal Services, 15058 River Road, Hahnville, Louisiana 70057. In instances when Donor’s access involves heavy duty trucks or construction equipment, Donee may require Donor at Donor’s sole expense to secure a flagger to ensure traffic does not interfere with Donee’s activities on site. For all other types of ingress and egress involving incidental traffic using light duty passenger type vehicles and/or all terrain vehicles, verbal notice or notice via text message to the Field Superintendent of the Sunset Pump Station will be given within 24 hours of said access.

NOW UNTO THESE PRESENTS comes the St. Charles Parish Council, acting as the governing authority of the SUNSET DRAINAGE DISTRICT , appearing herein through its duly authorized representative, Matthew Jewell, St. Charles Parish President, pursuant to Resolution No. 0758 adopted on March 4, 2024, as **Intervenor**, appearing herein to affirm the rights of access and ingress and egress described above in all of its terms and conditions. Intervenor herein does hereby accept, ratify, and affirm the rights of access and ingress and egress granted by Donee over 2 acre lot identified as Tract D of Pump Station Property in Exhibit B.

- 8) **Prohibited Uses of the Property.** Donee agrees that the Property (i) will only be used for public purposes, primarily for flood protection and drainage purposes; (ii) will not and will never be used for any commercial or residential purposes; and (iii) will not be subdivided (collectively, the “**Prohibited Uses**”). In furtherance thereof, the Property, as the servient estate, will be burdened and encumbered by, and subject to, the Prohibited Uses as a negative predial servitude for the express benefit of the Conservation Lands, as the dominant estate, which shall run in favor of Donor as the current owner of the Conservation Lands and in favor of all future owners of the Conservation Lands for the benefit of the Conservation Lands.
- 9) **Wetlands.** Donee acknowledges that there may be wetlands present on the Property. Donee agrees that it will be responsible for obtaining all necessary regulatory permits for its use of the Property, including, but not limited to, an Army Corps of Engineers permit, and that it will comply with all laws, rules and regulations governing the Property, and Donee’s use of the Property.
- 10) **Waiver of Rights Under La. Rev. Stat. 38:113.** Specifically related to the area within and adjacent to Parcel 1-1-R-2, which is depicted and described on **Exhibit A** and further described on **Exhibit A-1**, should the Crawford Canal be expanded to within one hundred feet (100’) of any portion of the Conservation Lands, Donee, to the full extent allowed by law, hereby expressly waives, surrenders, releases, and relinquishes all rights of access granted to it by Louisiana Revised Statute 38:113 but only to the extent such rights would or do include access to any portion of the Conservation Lands adjacent to Parcel 1-1-R-2. Donee acknowledges and agrees that the waiver of rights provided for herein is not

adverse to the public interests and will leave the Donee with sufficient and satisfactory rights to access and maintain the efficient function of the Crawford Canal as contemplated by Louisiana Revised Statute 38:113. Upon Donor's request, the Donee agrees to execute a waiver of the rights described in this Section 10 in a form reasonably acceptable to Donor and Donee for recordation in the public records of the Louisiana Parish in which the Conservation Lands are located.

- 11) **Restriction on Transfers.** Without Donor's express written consent, which consent can be withheld for any reason, Donee may not sell, transfer, convey, donate or assign the Property to any third party. Notwithstanding the forgoing, Donee may transfer the Property to a successor governmental authority upon providing written notice thereof to Donor, addressed to Chevron U.S.A. Inc. Attn: Land Manager, 100 Northpark Blvd. Covington, LA 70433.
- 12) **Covenants Running with the Land.** It is further understood and agreed by the Parties hereto that the covenants and agreements set forth in this Donation shall be covenants running with the land and shall be binding upon Donee and Donee's successors and assigns forever.
- 13) **Waiver of Damages.** DONOR AND DONEE ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING IN THIS DONATION TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS MADE FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY THE PARTIES OR ANY THIRD PARTY.
- 14) **Release and Indemnity.**

- a) BY ACCEPTING TITLE TO THE PROPERTY, DONEE RELEASES THE DONOR AND ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES OF EITHER OR BOTH OF THEM (COLLECTIVELY, THE "DONOR GROUP") FROM ANY CLAIM MADE OR ANY LOSS SUSTAINED BY THE DONEE RELATED IN ANY MANNER TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CLAIMS MADE AND LOSSES INCURRED RELATED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. DONEE RECOGNIZES THAT THERE IS A RISK THAT, AFTER THE EFFECTIVE DATE OF THIS DONATION, A CLAIM MAY BE MADE AGAINST DONEE OR DONEE MAY SUFFER A LOSS WHICH IS IN SOME WAY CAUSED BY THE MATTERS WHICH ARE THE SUBJECT OF THIS RELEASE, AND DONEE AGREES THAT DONEE ASSUMES THIS RISK AND THAT THIS RELEASE SHALL APPLY TO ANY AND ALL SUCH UNKNOWN OR UNANTICIPATED LOSS OR CLAIM. IN THE EVENT THIS RELEASE IS JUDICIALLY DETERMINED TO EXCEED THAT PERMITTED BY APPLICABLE LAW, THEN SUCH RELEASE SHALL BE CONSTRUED SO AS TO PRESERVE THE MAXIMUM RELEASE PERMITTED THEREBY.
- b) DONEE, FOR ITSELF AND ALL MEMBERS OF THE DONEE GROUP, SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS ALL MEMBERS OF THE DONOR GROUP FROM (A) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR IN CONNECTION WITH DONEE'S OWNERSHIP, USE OR OCCUPANCY OF THE PROPERTY BEFORE, ON, OR AFTER THE EFFECTIVE DATE (B) ANY CLAIM MADE OR ANY LOSS INCURRED (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER SUCH ENVIRONMENTAL CONDITION EXISTED BEFORE, ON, OR AFTER THE EFFECTIVE DATE.

DONEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14(b) SHALL APPLY REGARDLESS OF THE FAULT OR NEGLIGENCE OF ANY MEMBER OF THE DONOR GROUP, INCLUDING STRICT OR STATUTORY LIABILITY OF DONOR GROUP UNDER ANY APPLICABLE LAW.

- c) IT IS EXPRESSLY RECOGNIZED BY DONEE THAT THE PROPERTY, LAND AND THE IMPROVEMENTS, HAVING BEEN USED HISTORICALLY FOR OIL AND GAS ACTIVITIES AND BY DONEE IN CONNECTION WITH CONSTRUCTING, OPERATING AND MAINTAINING A TANK FARM AS WELL AS A PUMP STATION, TANK FACILITY AND APPURTENANT BUILDINGS AND FIXTURES, MAY CONTAIN NORM, ASBESTOS AND OTHER HAZARDOUS MATERIALS AS A RESULT OF THESE OPERATIONS. ANY CONVEYANCE, TRANSFER OR ASSIGNMENT OF ALL OR PART OF THE PROPERTY BY DONEE, ITS SUCCESSORS OR ASSIGNS, IN WHICH THE GRANTEE, TRANSFEREE OR ASSIGNEE FAILS TO EXPRESSLY ASSUME THE OBLIGATIONS OF DONEE UNDER THIS DONATION, INCLUDING BUT NOT LIMITED TO THIS SECTION 14, SHALL BE DEEMED NULL AND VOID. DONEE FURTHER AGREES TO CAUSE THE PROVISIONS

OF THIS SECTION 14 TO BE INCLUDED IN ALL SUBSEQUENT SALES OR TRANSFERS OF ANY INTEREST IN THE PROPERTY, AND TO CAUSE ALL PURCHASERS OR TRANSFEREES OF THE PROPERTY TO EXPRESSLY ACKNOWLEDGE AND ASSUME ALL SUCH OBLIGATIONS. SUBSEQUENT ASSIGNMENTS BY DONEE SHALL NOT ALTER DONEE'S INDEMNIFICATION OBLIGATIONS TO DONOR GROUP AS AGREED HEREIN.

- d) DONEE ACKNOWLEDGES THAT DONEE HAS CAREFULLY REVIEWED THE WAIVERS, RELEASES, AND INDEMNITIES CONTAINED IN THIS DONATION AND THAT THE SAME ARE A MATERIAL PART OF THIS DONATION.
- 15) **Consideration.** This Donation is made in consideration of the mutual promises set out in this Donation, and other valuable consideration, the receipt and sufficiency of which are acknowledged. Donee waives the right to just compensation for donation of Property granted herein.
- 16) **Notice to Tenants.** Donor acknowledges and ratifies that all surface leases of the Land have been terminated, amended, or modified to remove Parcels 1-1-R-2 and 1-2, that the tenant(s) have received notice as required by law and in accordance with any requirements of those surface leases related to said termination, amendment, or modification, and that personal property, including all drums within or adjacent to the cattle pen, have been removed and properly disposed of, and all livestock has been relocated.
- 17) **Entire Agreement.** This Donation, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the Parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by authorized representatives of both Parties.
- 18) **Severability.** If any provision of this Donation or its application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Donation or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- 19) **No Public Disclosure.** Donee shall not issue any public announcement or statement concerning this Donation (except as required by law) or make any use of Donor's names, image, logos, or trademarks without obtaining Donor's prior written consent.
- 20) **Counterparts.** This Donation may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
- 21) **Recordation.** Donee shall record this Donation in the conveyance records of St. Charles Parish and provide Donor with a filed-stamped copy within ten (10) days of the Effective Date.
- 22) **Proper Authority and Execution.** Donor and Donee represent and warrant that they are authorized to enter into this Donation and execute the same without further authority. This Donation shall have no binding force and effect on either Party unless and until both Donor and Donee shall have executed and delivered this Donation.
- 23) **Conflicts of Interest** relating to this Donation are strictly prohibited. Except as otherwise expressly provided herein, neither Donee, nor any director, employee, or agent of Donee shall give to or receive from any director, employee, or agent of Donor any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Donee nor any director, employee, or agent of Donee shall, without prior written notification thereof to Donor, enter into any business relationship with any director, employee, or agent of Donor or any affiliate thereof, unless such individual is acting for and on behalf of Donor. Donee shall promptly notify Donor of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Donor. Additionally, in the event of any violation of this Section, including any violation occurring prior to the Effective Date of this Donation, resulting directly or indirectly in Donor's consent to enter into this Donation, Donor may, at Donor's sole option, terminate this Donation at any time. Any representatives authorized by Donor may audit any and all records of Donee for the sole purpose of determining whether there has been compliance with this Section.
- 24) **Taxes.** Any and all taxes due related to the Property, including ad valorem, property, or other real estate taxes or special assessments, whether arising from periods before or after the Effective Date, shall be

the responsibility of Donee, and in no event will Donee seek reimbursement from Donor for payment of such taxes and/or special assessments.

- 25) Further Assurances. From time to time after the Effective Date, and without any further consideration, the parties hereto will execute and deliver such instruments and take such other actions as the parties hereto may reasonably request in order to consummate the transactions contemplated by this Donation.
- 26) **Successors and Assigns**. This Donation shall inure to the benefit of and be binding upon the parties hereto and, where applicable, their successors and permitted assigns.
- 27) **Dispute Resolution**. This Donation is governed by and interpreted in accordance with the laws of the State of Louisiana. Any dispute arising out of or related to this Donation that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.

IN WITNESS WHEREOF, Donor and Donee have executed this Donation on the dates set forth below, but effective as of the Effective Date.

(SIGNATURE PAGES AND EXHIBITS FOLLOW)

THUS done and passed in St. Tammany Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of _____, 2024 after a reading of the whole

WITNESSES:

DONOR:

CHEVRON U.S.A. INC.

By: _____

Print Name: _____

Printed Name: Ryan Schneider

Its: Land Management Officer

Print Name: _____

NOTARY PUBLIC

Notary Name: _____

Notary I.D. No.: _____

THUS done and passed in St. Charles Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of _____, 2024 after a reading of the whole

WITNESSES:

DONEE: ST. CHARLES PARISH

Print Name: _____

By: _____
Printed Name: Matthew Jewell

Print Name: _____

Its: Parish President

NOTARY PUBLIC

Notary Name: _____

Notary I.D. No.: _____

THUS done and passed in St. Charles Parish, State of Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of _____, 2024 after a reading of the whole

WITNESSES:

INTERVENOR:

SUNSET DRAINAGE DISTRICT

Print Name: _____

By: _____
Printed Name: Matthew Jewell

Print Name: _____

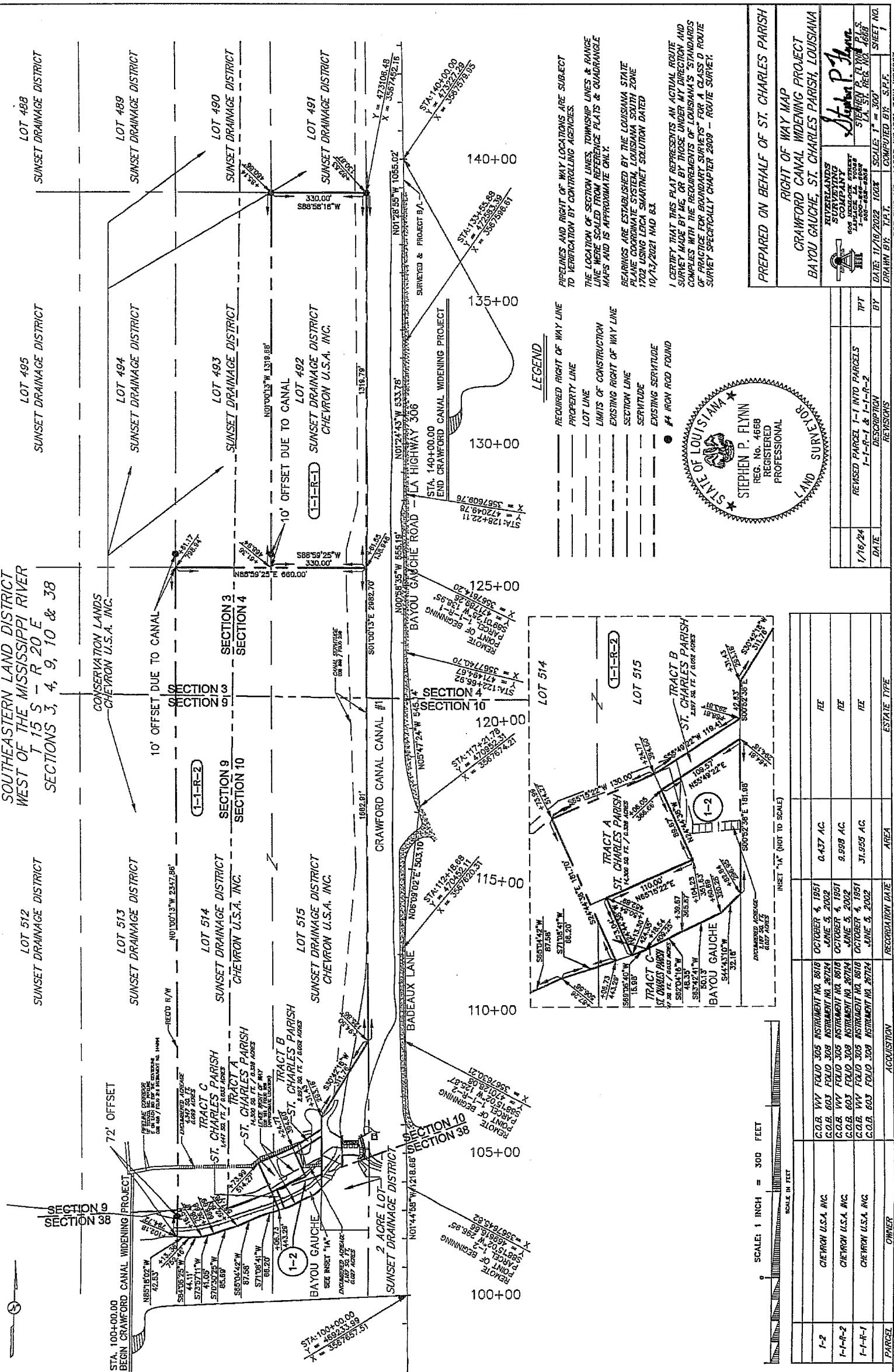
Its: Duly Authorized Representative

NOTARY PUBLIC

Notary Name: _____

Notary I.D. No.: _____

EXHIBIT A
THE LAND



RIGHT OF WAY MAP
CRAWFORD CANAL WIDENING PROJECT
BAYOU GAUCHE, ST. CHARLES PARISH, LOUISIANA

PREPARED ON BEHALF OF ST. CHARLES PARISH

STEPHEN P. FLYNN
REG. NO. 4658
REGISTERED
PROFESSIONAL
SURVEYOR

STATE OF LOUISIANA

DATE: 11/18/2022 10:08 SCALE: 1" = 300'
DRAWN BY: T.F.T. CHECKED BY: S.P.F.
SHEET NO. 1

PIPECUES AND RIGHT OF WAY LOCATIONS ARE SUBJECT TO VERIFICATION BY CONTROLLING AGENCIES.

THE LOCATION OF SECTION LINES, TOWNSHIP LINES & RANGE LINE WERE SCALED FROM REFERENCE PLATS & QUADRANGLE MAPS AND IS APPROXIMATE ONLY.

BEARINGS ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE 1702 USING LEICA SMARTNET SOLUTION DATED 10/13/2021 NAD 83.

I CERTIFY THAT THIS PLAN REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME OR THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR LAND SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2009 - ROUTE SURVEY.

- LEGEND
- REQUIRED RIGHT OF WAY LINE
 - PROPERTY LINE
 - LOT LINE
 - LIMITS OF CONSTRUCTION
 - EXISTING RIGHT OF WAY LINE
 - SECTION LINE
 - SERVITUDE
 - EXISTING SERVITUDE
 - #4 IRON ROD FOUND

PARCEL	OWNER	ACQUISITION	RECORDATION DATE	AREA	ESTATE TYPE
1-2	CHEVRON U.S.A. INC.	C.O.B. 603 FOLIO 305 INSTRUMENT NO. 8818	OCTOBER 4, 1951	0.437 AC.	FE
1-1-R-2	CHEVRON U.S.A. INC.	C.O.B. 603 FOLIO 308 INSTRUMENT NO. 82784	JUNE 5, 2002	9.988 AC.	FE
1-1-R-1	CHEVRON U.S.A. INC.	C.O.B. 603 FOLIO 308 INSTRUMENT NO. 82784	JUNE 5, 2002	31.955 AC.	FE

SCALE: 1 INCH = 300 FEET
SCALE IN FEET

**EXHIBIT A-1
THE LAND**

Parcel 1-1-R-2
Chevron U.S.A. Inc.
Sections 3, 4, 9, 10, & 38, T-15-S, R-20-E
Sheet 1

From a point on the baseline having coordinates Y= 470128.08 / X= 3567630.21
proceed S88°15'02"W a distance of 125.87 feet to the point of beginning;

thence proceed S30°42'18"W a distance of 311.76 feet to a point and corner;
thence proceed S00°52'38"E a distance of 42.63 feet to a point and corner;
thence proceed S55°49'22"W a distance of 119.41 feet to a point;
thence proceed S65°15'22"W a distance of 130.00 feet to a point and corner;
thence proceed S24°44'38"E a distance of 181.70 feet to a point and corner;
thence proceed S71°08'41"W a distance of 66.20 feet to a point;
thence proceed S65°04'42"W a distance of 87.58 feet to a point;
thence proceed S70°30'25"W a distance of 85.69 feet to a point;
thence proceed S73°57'11"W a distance of 41.05 feet to a point;
thence proceed S84°06'25"W a distance of 44.11 feet to a point;
thence proceed N85°18'02"W a distance of 42.53 feet to a point and corner;
thence proceed N01°00'13"W a distance of 2347.86 feet to a point and corner;
thence proceed N88 59'25"E a distance of 660.00 feet to a point and corner;
thence proceed S01 00'13"E a distance of 1662.91 feet to the point of beginning.

All of which comprises Parcel 1-1-R-2 and any and all property owned by Chevron U.S.A. Inc. within Lots 514 & 515 of the Sunset Drainage District not specifically identified, fee property, as shown on Sheet 1 of the Right of Way Map, Crawford Canal Widening Project, St. Charles Parish, Louisiana, and contains an area of 1,391,952.4 square feet or 31.955 acres.

Parcel 1-2
Chevron U.S.A. Inc.
Sections 10 & 38, T-15-S, R-20-E
Sheet 1

That piece or portion of ground being Parcel 1-2, fee property, on, over and across a tract of land owned now or formerly by Chevron U.S.A. Inc., situated in Sections 10 & 38, T-15-S, R-20-E, Southeastern Land District, West of the Mississippi River, Bayou Gauche, St. Charles Parish, Louisiana being more fully described as follows:

From a point on the baseline having coordinates Y= 469616.66 / X= 3567645.82
proceed S88°15'02"W a distance of 296.95 feet to the point of beginning;

thence proceed S44°43'10"W a distance of 32.16 feet to a point;
thence proceed S63°42'41"W a distance of 50.13 feet to a point;
thence proceed S62°04'16"W a distance of 48.35 feet to a point;
thence proceed S69°06'40"W a distance of 15.98 feet to a point and corner;
thence proceed N24°44'38"W a distance of 73.04 feet to a point and corner;
thence proceed N65°15'22"E a distance of 110.00 feet to a point and corner;
thence proceed N24°44'38"W a distance of 89.67 feet to a point and corner;
thence proceed N55°49'22"E a distance of 109.57 feet to a point and corner;
thence proceed S00°52'38"E a distance of 181.98 feet to the point of beginning.

All of which comprises Parcel 1-2 and any and all property owned by Chevron U.S.A. Inc. within Lots 492, 514 & 515 of the Sunset Drainage District not specifically identified, fee property, as shown on Sheet 1 of the Right of Way Map, Crawford Canal Widening Project, St. Charles Parish, Louisiana, and contains an area of 19,037.5 square feet or 0.437 acres.

EXHIBIT "B"
PUMP STATION PROPERTY

Tract A of Pump Station Property

TRACT A

COMMENCING at a 2 inch iron pipe located South 0 degrees 12 minutes East 117.1 feet from a 2 inch iron pipe marking the Northwest corner of a two acre tract of land situated in the Southeast corner of Lot 515 of the SUNSET DRAINAGE DISTRICT in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana, said tract of land being the same property TEXACO INC. conveyed to the BOARD OF COMMISSIONERS OF SUNSET DRAINAGE DISTRICT on October 5, 1962 and recorded in Conveyance Book 34, Page 367 of the Records of St. Charles Parish, Louisiana;

THENCE North 85 degrees 05 minutes 50 seconds West 100.2 feet to the POINT OF BEGINNING and marked by a 3/4 inch galvanized iron pipe;

THENCE South 24 degrees 04 minutes East 110.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

THENCE South 65 degrees 56 minutes West 130.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

THENCE North 24 degrees 04 minutes West 110.0 feet to a point marked by a 3/4 inch galvanized iron pipe;

THENCE North 65 degrees 56 minutes East 130.0 feet to the POINT OF BEGINNING, said tract of land containing 0.328 acres more or less.

Tract B of Pump Station Property

TRACT B

BEGINNING at a 3/4 inch iron pipe being the Northeast corner of Tract A situated in the South half (S/2) of Lots 514 and 515 of the SUNSET DRAINAGE DISTRICT in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana. Said point being the POINT OF BEGINNING for Tract A and Tract B;

THENCE North 56 degrees 30 minutes East 119.1 feet to the West line of a two acre tract of land being the same property TEXACO INC. conveyed to the BOARD OF COMMISSIONERS OF SUNSET DRAINAGE DISTRICT on October 5, 1962 and recorded in Conveyance Book 34, Page 367 of the Records of St. Charles Parish, Louisiana;

THENCE South 0 degrees 12 minutes East 24.0 feet by and along the West line of said tract of land;

Tract C of Pump Station Property

TRACT C

BEGINNING at a 3/4 inch iron pipe being the Southwest corner of Tract A situated in the South half (S/2) of Lots 514 and 515 of the SUNSET DRAINAGE DISTRICT in Section 9, Township 15 South, Range 20 East, St. Charles Parish, Louisiana;

THENCE along a line extending South 24 degrees 04 minutes East to Bayou Gauche; said line being the West line of a 20 foot wide Right of Way extending from Tract A to Bayou Gauche.

And being more fully described on the plan of survey by C. Larry Johnson, Registered Land Surveyor, dated February 11, 1983, a copy of which is attached as Exhibit "A".

Being a portion of the same property acquired by The Texas Company (now Texaco Inc.) from Hibernia Bank & Trust Company, In Liquidation, by act under private signature, dated October 2, 1951, recorded under Entry No. 8618 of the Records of St. Charles Parish, Louisiana.

Tract D of Pump Station Property

BEGINNING at a 2 inch iron pipe located 255 feet West and 117 feet North of the Southeast corner of the old Sunset Drainage District pump station (built in 1912), which station is situated at the South end of the Crawford canal in Section 10, Township 15 South, Range 20 East, St. Charles Parish, Louisiana, said station also being situated in the Sunset Drainage District;

THENCE North 30 degrees 00 minutes East from said 2 inch iron pipe to a point in the East line of Lot 515 of the Sunset Drainage District;

THENCE Southerly on and along the East line of said Lot 515 to the Southeast corner of Lot 515 at Bayou Gauche;

THENCE Westerly on and along the South line of said Lot 515 to a point South of the 2 inch iron pipe described above for the point of beginning;

THENCE North to the point of beginning, containing approximately 2 acres.



Valerie B. Villaraza
Assistant Secretary

**CHEVRON U.S.A. INC.
CERTIFICATE OF ASSISTANT SECRETARY**

I, **Valerie B. Villaraza**, Assistant Secretary of **CHEVRON U.S.A. INC.**, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (the "Corporation"), **DO HEREBY CERTIFY** that on July 24, 1992, the following resolutions were adopted by unanimous written consent of the Board of Directors of the Corporation, as the same appear of record in the minute book of the Corporation:

“GENERAL AUTHORITY RESOLUTIONS

“RESOLVED; That any officer of this Corporation or any division thereof is empowered in such capacity to execute for and on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

1. leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation, where either book value or sale price exceeds \$25 million or the acreage exceeds 6,400 acres;
2. deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds \$25 million;
3. documents, instruments or promissory notes in support of any borrowings, provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;
4. documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of any bank accounts of this Corporation, and be it further

RESOLVED; That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

RESOLVED; That any officer of this Corporation or of any division thereof be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this Corporation usually for a term of one year but in no instance to exceed a term of five years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

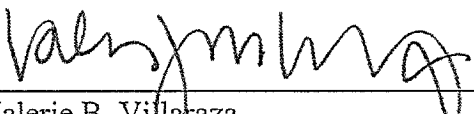
RESOLVED; That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded.”

I FURTHER CERTIFY that the aforesaid resolutions are still in full force and effect and have not been amended or rescinded.

I FURTHER CERTIFY that RYAN SCHNEIDER has been duly elected, has duly qualified, and this day is an Assistant Secretary and Land Management Officer of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of January, 2024.





Valerie B. Villaraza
Assistant Secretary

2024-0103

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

ORDINANCE NO. 24-3-11

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 22-5-8, which approved the Professional Services Agreement with Principal Engineering, Inc., to perform A/E Services for Department of Waterworks East and West Bank Generators and Structure (Project No. WWKS 111), in the amount of \$135,259.00.

WHEREAS, Ordinance No. 22-5-8 adopted on May 2, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Principal Engineering, Inc. to perform A/E services for Department of Waterworks East and West Bank Generators and Structure Project (Project No. WWKS 111), in the amount of \$217,350.00; and,

WHEREAS, the original scope of the project was to replace the existing generators at the East and West Bank water treatment plants with smaller generators; and, during the development of the project, larger generators, additional switch gear, feeders, and related equipment were required to provide the reliability and operational effectiveness of the treatment facilities; and,

WHEREAS, the scope change requires additional engineering; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed to increase the engineering services fee by \$135,259.00 for a total of \$352,609.00 to complete the work; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the detail of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., for the A/E Services for Department of Waterworks East and West Bank Generators and Structure (Project No. WWKS 111), in the amount of \$135,259.00 to increase the overall contract value to \$352,609.00, is hereby approved and accepted.

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

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

- YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
- NAYS: NONE
- ABSENT: WILSON

And the ordinance was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
 SECRETARY: Michelle Dupont
 DLVD/PARISH PRESIDENT: March 19, 2024
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: March 21, 2024
 AT: 2:50pm RECD BY: [Signature]

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
A/E SERVICES FOR DEPARTMENT OF WATERWORKS
EAST AND WEST BANK GENERATORS AND STRUCTURE
(PROJECT NO. WWKS 111)**

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

2024 BY AND BETWEEN:

ST. CHARLES PARISH, REPRESENTED HEREIN BY ITS DULY AUTHORIZED Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

PRINCIPAL ENGINEERING, INC., represented herein by Henry I. DiFranco, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, Ordinance No. 22-5-8 adopted on May 2, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Principal Engineering, Inc. to perform A/E services for Department of Waterworks East and West Bank Generators and Structure Project (Project No. WWKS 111) in the amount of \$217,350.00; and,

WHEREAS, the original scope of the project was to replace the existing generators at the East and West Bank water treatment plants with smaller generators; and, during the development of the project, larger generators, additional switch gear, feeders, and related equipment were required to provide the reliability and operational effectiveness of the treatment facilities; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed to increase the engineering services fee by \$135,259.00 to a total \$352,609.00 to complete the work; and,

Changes to the Contract Attachments are as follows:

IN ATTACHMENT "A"

Replace the following verbiage in Attachment "A".

EAST BANK

The original scope for the East Bank Plant was to replace the existing generator with 1 or 2 generators with more appropriately sized units. The scope included the following:

1. Electrical service and all relative panels, MCCs, and motors will be reviewed for a load study.
2. Coordination will be required with plant operators to determine which motors are no longer being used and which motors operate in sequence or simultaneously.
3. Evaluation of existing automatic transfer switch.
4. Evaluation of existing main electrical service switchgear.
5. Replacement or Upgrade of existing ATS. The existing ATS appears to be in satisfactory condition. However, if paralleled generators are installed, the ATS lineup may have to be replaced with 2-ATS's.
6. Sizing of generators to properly operate the plant under "real" load conditions.

7. An alternative consideration will be to size two generators to operate individually or in parallel when needed. This will allow the greater variance in required generator capacity and allow for generator maintenance if required to be offline.

After meetings and discussions on site, the design scope has changed to the following:

1. Electrical review, evaluation, and coordination with plant operators has remained the same.
2. The single oversized generator will be replaced with 2-500KW units.
3. The existing ATS will be abandoned in place and used as a "main disconnect".
4. Installation of 4-ATS's vs. 2-ATS's.
5. Each MCC feeder will require a separate ATS.
6. Feeders of each MCC must be intercepted and rerouted over to new ATS locations near the main switchgear house.
7. It has been requested to keep the plant on-line (as feasible as possible) with minimal down time for electrical cut over of each feeder and ATS.
8. Phasing and installations are extremely difficult without having sustained outages.
9. It has been determined the existing underground feeders to the existing MCC's are all encased in concrete below grade.

WEST BANK

The original scope for the West Bank Plant was to replace the existing generator with 1 or 2 generators with more appropriately sized units. The scope included the following:

1. Electrical service and all relative panels, MCCs, and motors will be reviewed for a load study.
2. Coordination will be required with plant operators to determine which motors are no longer being used and which motors operate in sequence or simultaneously.
3. Evaluation of existing automatic transfer switches.
4. Evaluation of existing main electrical service switchgear.
5. Reuse of existing 2-ATS's. Existing ATS's appear to be in satisfactory condition.
6. Sizing of generator to properly operate the plant under "real" load conditions.

After meetings and discussions on site, the design scope has changed to the following:

1. Electrical review, evaluation, and coordination with plant operators has remained the same.
2. The single oversized generator will be replaced with 2-500 KW units.
3. The existing ATS's will be removed and replaced with new ATS's.
4. Each MCC feeder will be reconnected to the new ATS's.
5. It has been requested to keep the plant on-line (as feasible as possible) with minimal down time for electrical cutover of each feeder and ATS.
6. Phasing and installations are extremely difficult without having sustained outages.
7. The existing feeders are overhead, so it helps with installation and cut over, however, the generators feeders are approximately 180-200 linear feet which will result in additional costs.

IN ATTACHMENT "C"

Replace the following verbiage in Attachment "C".

BASIC SERVICES:

Basic Service A/E Fees are established utilizing the State of Louisiana Facility Planning and Control (FP&C) 2021 Fee Formula/Curve, Attached as Attachment C-1. The new Opinion of Probable Construction Cost for both plants is \$4,524,272.50. Using the LA FP&C fee curve, the fee percentage is 7.8%. Therefore, the Basic Services Fee is 7.8% of \$4,524,272.50 which is equal to \$352,609. The Basic Services Fee is a Lump Sum (LS) fee payable upon a percentage complete of each phase of the project through construction.

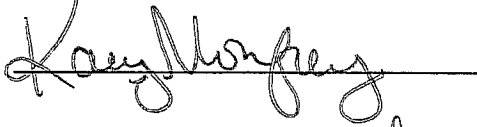
FP&C Curve Fee (100%) - \$352,609.00 (LS)


The Basic Services Fee is proportioned as follows:

Preliminary Design Phase (25%)	-	\$ 88,152.25
(LS) Design Phase (45%)	-	\$158,674.05
(LS)		
Bidding Phase (5%)	-	\$ 17,630.45 (LS)
Construction Phase (20%)	-	\$ 70,521.80
(LS) Record Drawing Phase (5%)	-	\$ 17,630.45
(LS)		

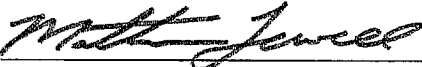
THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2024.

Witnesses:





ST. CHARLES PARISH

By: 
Matthew Jewell
Parish President

Date: 3/21/24

PRINCIPAL ENGINEERING, INC.

By: _____
Henry I. DiFranco, Jr., P.E.
President

Date: _____

ATTACHMENT E

ENGINEERING SERVICES AMENDMENT REQUEST FOR:

**EAST and WEST BANK WTP GENERATORS & BUILDING STRUCTURES
MODIFIED SCOPE OF SERVICES
ST. CHARLES PARISH, LOUISIANA
December 20, 2023**

I. INTRODUCTION

The original scope of the project was to replace the existing generators at the East and West bank WTP's with smaller generators. The scope of the project has evolved greatly since the scope was first established. Follow up meetings, site visits, plan reviews, and discussions have taken place since this first scope was developed. Below is an outline of the scope of work for each site explaining the original design intent versus the latest design intent.

II. SCOPE OF SERVICES

EAST BANK

The original scope for the East Bank Plant was to replace the existing generator with 1 or 2 generators with more appropriately sized units. The scope included the following:

1. Electrical service and all relative panels, MCCs, and motors will be reviewed for a load study.
2. Coordination will be required with plant operators to determine which motors are no longer being used and which motors operate in sequence or simultaneously.
3. Evaluation of existing automatic transfer switch.
4. Evaluation of existing main electrical service switchgear.
5. Replacement or Upgrade of existing ATS. The existing ATS appears to be in satisfactory condition. However, if paralleled generators are installed, the ATS lineup may have to be replaced with 2-ATS's.
6. Sizing of generators to properly operate the plant under "real" load conditions.
7. An alternative consideration will be to size two generators to operate individually or in parallel when needed. This will allow the greater variance in required generator capacity and allow for generator maintenance if required to be offline.

After meetings and discussions on site, the design scope has changed to the following:

1. Electrical review, evaluation, and coordination with plant operators has remained the same.
2. The single oversized generator will be replaced with 2-500KW units.
3. The existing ATS will be abandoned in place and used as a "main disconnect".
4. Installation of 4-ATS's vs. 2-ATS's.
5. Each MCC feeder will require a separate ATS.
6. Feeders of each MCC must be intercepted and rerouted over to new ATS locations near

- the main switchgear house.
7. It has been requested to keep the plant on-line (as feasible as possible) with minimal down time for electrical cut over of each feeder and ATS.
 8. Phasing and installations are extremely difficult without having sustained outages.
 9. It has been determined the existing underground feeders to the existing MCC's are all encased in concrete below grade.

The original conceptual opinion of probable construction cost is:

(2) 500KW Generators & ATS's	\$ 700,000
Wire/Misc. Materials	\$ 100,000
Building Structure	\$ 200,000
Labor	\$ 25,000
<u>+/-15% contingency</u>	<u>\$ 153,750</u>
Subtotal	\$1,178,750
<u>OH (15%)</u>	<u>\$ 176,812.50</u>
Subtotal	\$1,355,562.50
<u>Profit (10%)</u>	<u>\$ 135,556.25</u>
Total Estimate	\$1,491,118.75

The revised, final design opinion of probable construction cost is now:

(2) 500KW Generators & ATS's	\$1,300,000
Wire/Misc. Materials	\$ 95,000
Building Structure	\$ 200,000
Labor	\$ 90,000
<u>+/-15% contingency</u>	<u>\$ 252,750</u>
Subtotal	\$1,937,750
<u>OH (15%)</u>	<u>\$ 290,662.50</u>
Subtotal	\$2,228,412.50
<u>Profit (10%)</u>	<u>\$ 222,841.25</u>
Total Estimate	\$2,451,253.75

WEST BANK

The original scope for the West Bank Plant was to replace the existing generator with 1 or 2 generators with more appropriately sized units. The scope included the following:

1. Electrical service and all relative panels, MCCs, and motors will be reviewed for a load study.

2. Coordination will be required with plant operators to determine which motors are no longer being used and which motors operate in sequence or simultaneously.
3. Evaluation of existing automatic transfer switches.
4. Evaluation of existing main electrical service switchgear.
5. Reuse of existing 2-ATS's. Existing ATS's appear to be in satisfactory condition.
6. Sizing of generator to properly operate the plant under "real" load conditions.

After meetings and discussions on site, the design scope has changed to the following:

1. Electrical review, evaluation, and coordination with plant operators has remained the same.
2. The single oversized generator will be replaced with 2-500 KW units.
3. The existing ATS's will be removed and replaced with new ATS's.
4. Each MCC feeder will be reconnected to the new ATS's.
5. It has been requested to keep the plant on-line (as feasible as possible) with minimal down time for electrical cutover of each feeder and ATS.
6. Phasing and installations are extremely difficult without having sustained outages.
7. The existing feeders are overhead, so it helps with installation and cut over, however, the generators feeders are approximately 180-200 linear feet which will result in additional costs.

The original conceptual opinion of probable construction cost is:

(2) 350KW Generators & ATS's	\$ 600,000
Wire/Misc. Materials	\$ 100,000
Building Structure	\$ 150,000
Labor	\$ 20,000
<u>+/-15% contingency</u>	<u>\$ 130,500</u>
Subtotal	\$1,000,500
<u>OH (15%)</u>	<u>\$ 150,075</u>
Subtotal	\$1,150,575
<u>Profit (10%)</u>	<u>\$ 115,057</u>
Total Estimate	\$1,265,632

The revised, final design opinion of probable construction cost is now:

(2) 500KW Generators & ATS's	\$1,050,000
Wire/Misc. Materials	\$ 100,000
Building Structure	\$ 200,000
Labor	\$ 75,000
<u>+/-15% contingency</u>	<u>\$ 213,750</u>
Subtotal	\$1,638,750
<u>OH (15%)</u>	<u>\$ 245,812.50</u>

Subtotal	\$1,884,562.50
<u>Profit (10%)</u>	<u>\$ 188,456.25</u>
Total Estimate	\$2,073,018.75

III. PROPOSED FEE

A. BASIC FEE

The new Opinion of Probable Construction Cost for both plants is \$4,524,272.50. Using the LA FP&C fee curve (Exhibit A), the fee percentage is 7.8%. Therefore, the Basic Services Fee is 7.8% of \$4,524,272.50 which is equal to \$352,609.

B. SUPPLEMENTAL SERVICES

No additional supplemental services are requested in this proposal.

C. TOTAL ENGINEERING FEE

The anticipated total engineering basic services fee for this new scope of services is \$352,609.

Proposed Basic Services Fee	\$352,609.00
Less Present Fee	<u>\$217,500.00</u>
Proposed Additional Basic Services Fee	\$135,109.00

The Basic Services Fee is proportioned as follows:

Preliminary Design Phase (25%)	-	\$ 88,152.25 (LS)
Design Phase (45%)	-	\$158,674.05 (LS)
Bidding Phase (5%)	-	\$ 17,630.45 (LS)
Construction Phase (20%)	-	\$ 70,521.80 (LS)
Record Drawing Phase (5%)	-	\$ 17,630.45 (LS)



 1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

EXHIBIT C CY 2021 RATES AND DIRECT EXPENSE SCHEDULE

BILLABLE RATES PER EMPLOYEE CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Architect/Engineer (Licensed)	\$210.00
Engineer IV (Senior - Licensed PE)	\$180.00
Engineer III (Mid - Licensed PE)	\$170.00
Engineer II (Junior - Licensed PE)	\$140.00
Engineer I (Graduate Engineer/EI)	\$110.00
Senior Architect (Licensed Architect)	\$170.00
Project Architect (Licensed Architect)	\$150.00
Construction Manager (BS)	\$140.00
Engineering Technician III (BS)	\$130.00
Engineering Technician II (BS)	\$120.00
Engineering Technician I	\$115.00
CAD Technician IV	\$110.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$70.00
Resident Inspector	\$72.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$60.00

PRINCIPAL Infrastructure®

Architecture ♦ Engineering ♦ Construction

www.pi-aec.com ♦ info@pi-aec.com

DIRECT EXPENSE

ITEMS	BILLABLE RATE
Mileage	\$.56 per Mile
In-House Bond Plots 24x36	\$1.00 per sheet
Outsourced Printing & Binding	Actual Cost
In-House B&W Printing 8.5x11	\$.10 per sheet
In-House Color Printing 8.5x11	\$.40 per sheet
In-House B&W Printing 11x17	\$.15 per sheet
In-House Color Printing 11x17	\$.60 per sheet
Parking	Actual Cost
Tolls	Actual Cost
Binding w/ comb, clear cover and vinyl backing (printing not included)	\$5.00 per set
Card Stock Printing 8.5x11	\$.50 per sheet
Postage	Actual Cost



“Improving the PRINCIPAL Infrastructure of our Communities”

ATTACHMENT E-2

EXHIBIT "A"

State of Louisiana - Facility Planning and Control Fee Calculation

Project Name SCP East and West Generators

Date 6/7/2023

A.	Enter the Available Funds for Construction	\$4,524,273	data entry
B.	Enter the Renovation Factor (if not applicable, enter '1')	1.00	data entry
C.	Enter the subject year for cost index data (prior year)	2019	data entry
D.	The Building Cost Index for the subject year is	6136	from table
E.	The Consumer Price Index for the subject year is	255.700	from table
F.	The BCI for the reference year (1975) was	1306	constant
G.	The CPI for the reference year (1975) was	53.8	constant
H.	The BCI ratio is	0.212842	F / D
I.	The CPI ratio is	4.752788	E / G
J.	The adjusted AFC for the reference year (1975) is	\$962,956	A x H
K.	Log [1975 AFC] =	5.983607	log [J]
L.	The adjusted fee percentage using a numerator of 46.10 =	7.704384%	46.10 / K %
M.	The adjusted fee amount for the reference year is	\$74,190	L x J
N.	The adjusted base fee for the subject year is	\$352,609	M x I
O.	TOTAL FEE (including Renovation factor, if any) =	\$352,609	N x B
P.	Fee as a percentage of the AFC =	7.7937%	O / A %

Year	BCI	CPI	
1975	1306	53.8	
2013	5278	233.000	
2014	6136	255.7	4876881.1

CORPORATE RESOLUTION

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**, DULY NOTICED AND HELD ON **DECEMBER 4, 2023** A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT **HENRY I. DIFRANCO, JR., PRESIDENT OF PRINCIPAL ENGINEERING, INC.; WHO IS ALSO THE CHAIRMAN, SECRETARY AND TREASURER OF THE BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC.**, BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE **PARISH OF ST. CHARLES** OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

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 OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.


PRESIDENT, SECRETARY & TREASURER

February 21, 2024

DATE

2024-0104

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

ORDINANCE NO. 24-3-12

An ordinance to approve a purchase and/or expropriate a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

WHEREAS, the community of Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, hydrology and engineering analyses were completed in the Montz watershed area, which produced recommendations to improve the drainage in said area by constructing pump stations, cleaning canals, modifying, and constructing additional drainage ditches and berms; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Montz Pump Station and Drainage Modification Project to protect the property owners in the Montz community; and,

WHEREAS, properties are more particularly described on the drawing by GIS Engineering, LLC dated January 3, 2023, and by Riverlands Surveying Company dated October 24, 2023, attached hereto and made a part hereof; and,

WHEREAS, the fair market value of the required real estate interest that needs to be acquired, as established by a licensed MAI appraiser, is \$2,896.38.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a 1.501 acre servitude designated as Parcel B-3 and a 8,687 square foot servitude designated as P-106 is hereby approved and accepted in the not to exceed value of \$2,896.38.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish.

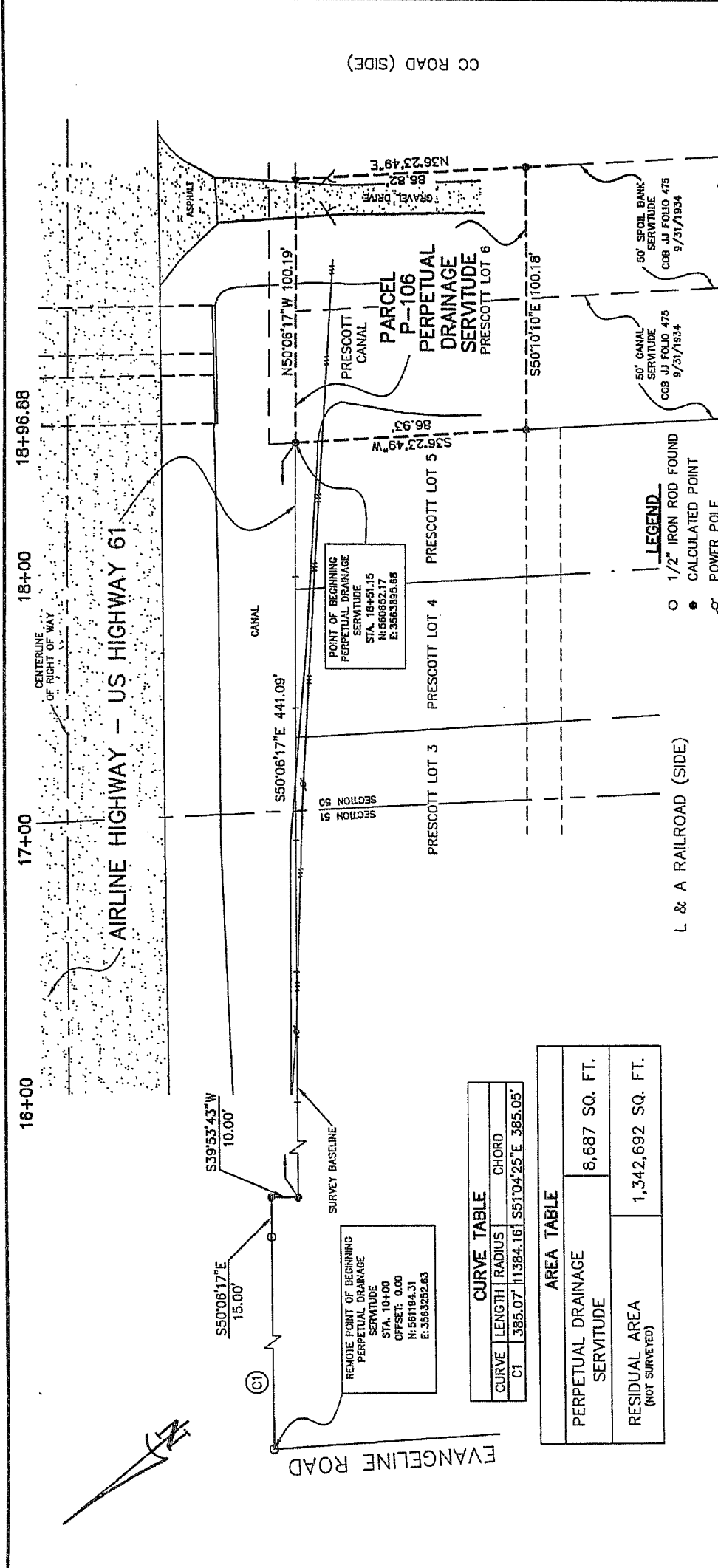
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the ordinance was declared adopted the 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontals
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 21, 2024
AT: 2:50pm RECD BY: [Signature]



REMOTE POINT OF BEGINNING PERPETUAL DRAINAGE SERVITUDE
 STA. 10+00.00
 OFFSET: 0.00
 N: 561194.31
 E: 3563252.63

POINT OF BEGINNING PERPETUAL DRAINAGE SERVITUDE
 STA. 16+00.00
 N: 58052.17
 E: 3563865.68

CURVE TABLE	
CURVE	CHORD
C1	385.07 1384.16 S51°04'25"E 385.05'

AREA TABLE	
PERPETUAL DRAINAGE SERVITUDE	8,687 SQ. FT.
RESIDUAL AREA (NOT SURVEYED)	1,342,692 SQ. FT.

LEGEND
 ○ 1/2" IRON ROD FOUND
 ● CALCULATED POINT
 --- POWER POLE
 --- POWER LINE

SCALE IN FEET
 1" = 40'

DRAWN BY: KPB
 DRAWING NO. L1552_W05120G

RIVERLANDS SURVEYING COMPANY
 505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356

Stephen P. Flynn
 STATE OF LOUISIANA
 PROFESSIONAL SURVEYOR
 License No. 4668
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

TITLE: SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE OF PRESCOTT LOT 6
 SITUATED IN SECTION 50, T-12-S, R-8-E, MONTZ, ST. CHARLES PARISH, LOUISIANA.
 DATE: OCTOBER 24, 2023
 SURVEY REFERENCE: 1. RIGHT OF WAY MAP CONVEY CANAL ACCESS FOR MAINTENANCE PHASE II BY STEPHEN P. FLYNN, P.L.S. DATED 7/24/2017.
 2. THE CARRE SPILLWAY BRIDGE AND APPROACHES F.A.P. NO. BRP-61-05(066) STATE PROJECT NO. 7-03-40 SHEET 4.
 3. GRANIERY-BONNETT CARRE HIGHWAY STATE PROJECT NOS. 7-04-07 & 7-03-16
 BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 1702, NAD 83, GCS02 18 USING LEICA SMARTNET SOLUTION DATED 2/15/2023.
 CERTIFIED TO: ST. CHARLES PARISH
 OWNER: KRISTI GERSTNER SMITH
 SURVEYOR'S NOTES: A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2809 - ROUTE SURVEY.
 B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.

2024-0105

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

ORDINANCE NO. 24-3-13

An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) to increase the contract amount by \$198,096.00 and increase the contract time by 50 days.

WHEREAS, Ordinance No. 22-5-12 adopted on May 16, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements, in the amount not to exceed \$274,570.00; and,

WHEREAS, Ordinance No. 23-7-14 adopted on July 31, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Kort's Construction Services, Inc., for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122), in the lump sum amount of \$1,984,500.00; and,

WHEREAS, the original scope of the project was to improve the overall experience for our residents when they visit and utilize the West Bank Bridge Park; and,

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

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

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

WHEREAS, it is necessary to issue a change order to add 50 working days and \$198,096.00 to the contract to continue the fencing along River Road and to excavate the concrete behind the two backstop areas; and,

WHEREAS, both of these items were initially scheduled for phase two, but the Engineer recommends these be moved to phase one for both safety concerns as well as continuity of the project; and,

WHEREAS, St. Charles Parish and Kort's Construction Services, Inc. have mutually agreed to increase the construction contract amount by \$198,096.00 for a total of \$2,182,596.00 to complete the work.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122), to increase the contract amount by \$198,096.00 and increase the contract time by 50 days is hereby approved and accepted.

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

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the ordinance was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Jindry
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 21, 2024
AT: 2:50 pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. One (1)

DATE OF ISSUANCE February 28, 2024

EFFECTIVE DATE

3/21/24

Owner: St. Charles Parish

Contractor: Kort's Construction Services, Inc.

Contract: West Bank Bridge Park Improvements, Phase I

Project: West Bank Bridge Park Improvements, Phase I

Owner's Contract No.: RECWB122

Engineer's Contract No.: N/A

ENGINEER: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC

You are directed to make the following changes in the Contract Documents: **To increase the Contract Amount by \$198,096.00 and add an additional 50 work days for added scope.**

Description:

1. Delete the Following Work Items:

a. N/A

2. Add the Following Work Items:

a. New Contract Item #:

X-001 Remove and Replace 652' of Chain Link Fence with Ornamental Fence (Plus 32' Wide Double Gate)

Addition of \$ 113,931.00. See attached Request for Change (RFC) #23-2008-003.

b. New Contract Item #:

X-002 Remove and Replace the Pavement behind the Backstops

Addition of \$ 84,165.00. See attached Request for Change (RFC) #23-2008-004.

Total of Added Work Items = + \$ 198,096.00

3. Revise the Following Work Item Quantities:

a. 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. N/A

2. Add Work Items

a. X-001: Value-Added Item was originally planned for future phases of the West Bank Bridge Park Improvements.

b. X-002: Value-Added Item was originally planned for future phases of the West Bank Bridge Park Improvements.

3. Revise Work Item Quantities

a. N/A

Attachments: RFC # 23-2008-003

RFC # 23-2008-004

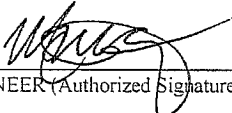
CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 1,984,500.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ _____
Contract Price prior to this Change Order: \$ 1,984,500.00
Net increase (decrease) of this Change Order: \$ 198,096.00
Contract Price with all approved Change Orders: \$ 2,182,596.00

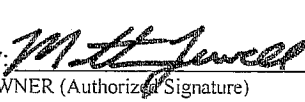
CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: February 17, 2024 Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: February 17, 2024 Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 50 days Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: April 7, 2024 Ready for final payment: _____ (days or dates)


RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
ENGINEER (Authorized Signature)

By: 
OWNER (Authorized Signature)

By: 
CONTRACTOR (Authorized Signature)

Date: 2/29/2024

Date: 3/21/24

Date: 2/29/2024

REQUEST FOR CHANGE



2182 Manton Drive, Covington, LA 70433
 Phone: (985) 898-0932
 Fax: (985) 898-7858
 www.kortsconstructionservices.com

TO: Marco Juarez, PE M.S. RFC #: 23-2008-003
 Civil and Environmental Consulting Eng. Dba Date: 02.20.2024
KCS Project #: 23-2008
Project Name: Westbank Bridge Park

Item #	Item Description	Qty	U/M	Unit Price	Total Price
1	Remove existing fence & replace with decorative fence	652.00	LF	\$ 153.00	\$ 99,756.00
2	6'x32' Wide Double Drive Gate to match fence	1.00	LS	\$ 8,750.00	\$ 8,750.00
3	Add'l General Conditions to accommodate Construction Layout, Bond, Housekeeping equipment moves, etc on additional work	1.00	LS	\$ 5,425.00	\$ 5,425.00
				TOTAL:	\$ 113,931.00

Additional days requested for this Request for Change: 60

Comments:

Days are just an estimate and depend on the availability of bricks mortar and column capstone production time.

Submitted by: Thomas Lee
 Title: Sr. Project Manager
 Date: 02.20.2024

Accepted: _____
 Name: _____
 Company: _____
 Date: _____

REQUEST FOR CHANGE



2182 Manton Drive, Covington, LA 70433
 Phone: (985) 898-0932
 Fax: (985) 898-7858
 www.kortsconstructionservices.com

TO: Marco Juarez, PE M.S. RFC #: 23-2008-004
Civil and Environmental Consulting Eng. Dba Date: 02.20.2024
 _____ KCS Project #: 23-2008
 _____ Project Name: Westbank Bridge Park

Item #	Item Description	Qty	U/M	Unit Price	Total Price
1	Removal of Concrete 4-6" thick	985.00	SY	\$ 10.00	\$ 9,850.00
1	New Concrete 4-6" thick with mesh	754.00	SY	\$ 65.00	\$ 49,010.00
2	Earthwork/Excavation/Sand	1.00	LS	\$ 9,625.00	\$ 9,625.00
2	8" Solid HDPE Drainage Pipe	167.00	LF	\$ 40.00	\$ 6,680.00
3	Nyloplast CB's with ADA grates	2.00	EA	\$ 1,500.00	\$ 3,000.00
4	Headwall	1.00	EA	\$ 2,000.00	\$ 2,000.00
5	General Conditions to accommodate Construction Layout, Bond, housekeeping equipment moves, etc. on additional work	1.00	LS	\$ 4,000.00	\$ 4,000.00
TOTAL:					\$ 84,165.00

Additional days requested for this Request for Change: 30

Comments:

Submitted by: Thomas Lee
 Title: Sr. Project Manager
 Date: 02.20.2024

Accepted: _____
 Name: _____
 Company: _____
 Date: _____

2024-0113

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

RESOLUTION NO: 6759

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

WHEREAS, the Legislative Auditor requires that a Louisiana Compliance Questionnaire be completed by the Parish and adopted by the Parish Council; and,

WHEREAS, the questionnaire must be presented to the auditor at the beginning of the annual audit; and,

WHEREAS, the auditor will test the accuracy of the response to the questionnaire during the course of his audit.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby resolve that the attached Louisiana Compliance Questionnaire for St. Charles Parish be and is hereby adopted.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER

NAYS: NONE

ABSENT: WILSON

And the resolution was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spastato
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 21, 2024
AT: 2:50pm RECD BY: [Signature]

LOUISIANA COMPLIANCE QUESTIONNAIRE

February 1, 2024

Carr, Riggs & Ingram, LLC
3501 N. Causeway Blvd., Suite 810
Metairie, LA 70009-6952

In connection with your audit of our financial statements of the Parish of St Charles for the year ended December 31, 2023 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of February 1, 2024.

PART I. AGENCY PROFILE

1. Name and address of the organization.
Parish of St. Charles
P. O. Box 302
Hahnville, LA 70057
2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.
Estimated Population: 50, 998 Source: South Central Planning & Development Commission
3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.]

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Matthew Jewell	Parish President	309 Beaupre Dr. Luling, LA 70070	(W) 985-783-5000 (C) 504-201-2477
Michael A. Mobley	Councilman at Large, Division A	911 Ormond Blvd. Destrehan, LA 70047	(O) 985-603-4111
Holly Fonseca	Councilwoman at Large, Division B	103 Allison Dr. Luling, LA 70070	(O) 985-240-0031
La Sandra D. Wilson	Councilwoman District I	369 Pioneer Dr. Hahnville, LA 70057	(H) 985-240-0213 (C) 504-512-3354

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Heather Skiba	Councilwoman District II	203 Beaupre Dr. Luling, LA 70070	(C) 985-240-0083
Walter Pilie	Councilman District III	115 Ducayet Dr. Destrehan, LA 70047	(C) 504-418-6814
Willie Comardelle	Councilman District IV	112 South Bayou Estates Dr. Des Allemands, LA 70030	(C) 504-438-6159
Michelle O'Daniels	Councilwoman District V	P O Box 658 St. Rose, LA 70087	(C) 504-438-6155
Bob Fisher	Councilman District VI	100 Scarlett Ln. Montz, LA 70068	(O) 985-240-0172
Michelle deBruler	Councilwoman District VII	407 Lac Verret Dr Luling, LA 70070	(C)504-919-9577
Michelle Impastato	Council Secretary	337 St. Charles St. Norco, LA 70079	(W) 985-783-5000 (C) 985-817-0564
Grant M. Dussom	Chief Financial Officer	137 Carrollton Ave. Metairie, LA 70005	(W) 985-783-5000 (H) 504-838-7115
Corey M. Oubre	Legal Director	43 Belle Helene Destrehan, LA 70047	(W) 985-783-5013 (C) 504-905-0354

4. Period of time covered by this questionnaire:
From January 1, 2023 to December 31, 2023
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.
Article VI of the Louisiana State Constitution
6. Briefly describe the public services provided:
Local governmental services
7. Expiration date of current elected/appointed officials' terms.
January 2028

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
 - A. All public works purchases exceeding \$250,000 have been publicly bid.
Yes No
 - B. All material and supply purchases exceeding \$30,000 have been publicly bid.
Yes No

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, a loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.
Yes No
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980 under circumstances that would constitute a violation of R.S. 42:1119.
Yes No

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:
- A. Local Budget Act
1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).
 2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval of the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
 3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
 4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
 5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
 6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
 7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
 8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual

receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven—primarily federal funds—from the requirement to amend revenues.)

Yes No

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes No

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes No

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.
Yes No
13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.
Yes No
14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.
Yes No
15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.
Yes No
16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).
Yes No N/A
17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.
Yes No

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.
Yes No N/A
19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.
Yes No N/A

PART VI. MEETINGS

20. We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:11 through 42:28.
Yes No

PART VII. ASSET MANAGEMENT LAWS

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.
Yes No

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.
Yes No

PART IX. DEBT RESTRICTION LAWS

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.
Yes No
24. We have complied with the debt limitation requirements of state law (R.S. 39:562).
Yes No
25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).
Yes No

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.
Yes No
27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.
Yes No

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.
Yes No

PART XI. ISSUERS OF MUNICIPAL SECURITIES

29. It is true that we have complied with the requirements of R.S. 39:1438.C.
Yes No

PART XII. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

30. We have adopted a system of road administration that provides as follows:
- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
 - B. Development of a capital improvement program on a selective basis, R.S. 48:755.
 - C. Centralized purchasing of equipment and supplies, R.S. 48:755.
 - D. Centralized accounting, R.S. 48:755.
 - E. A construction program based on engineering plans and inspections, R.S. 48:755.
 - F. Selective maintenance program, R.S. 48:755.
 - G. Annual certification of compliance to the auditor, R.S. 48:758.
Yes No

Libraries

31. We have complied with the regulations of the Louisiana State Library.
Yes No

Sewerage Districts

32. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes No

Waterworks Districts

33. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes No

Drainage and Irrigation Districts

34. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38-2101-2123 (Irrigation Districts), as appropriate.
Yes No

Other Special Districts

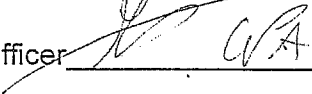
35. We have complied with those specific statutory requirements of state law applicable to Communications Districts.
Yes No

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

President  Date 3/21/24

Council Chairman  Date 2/5/24

Chief Financial Officer  Date 3/21/24

2024-0118

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

RESOLUTION NO. 6760

A resolution acknowledging that Watson Court, L.P., has notified the members of the St. Charles Council and the Parish President of their intent to submit an application for the Low Income Tax Credit Program for the development of Watson Court, L.P., located on three different sites in St. Charles Parish in Boutte, Des Allemands, and Hahnville.

WHEREAS, Watson Court, L.P., is applying for an allocation of a 4% tax credit provided by the Louisiana Housing Corporation and proposes to rehabilitate Watson Court, L.P., family rental complexes consisting of 129 family units and 1 office/community facility, located on three different sites in St. Charles Parish; and,

WHEREAS, the three different sites in St. Charles Parish are located at 200 Boutte Estates Drive, Boutte, 172 Norman Avenue, Des Allemands, and 200 Sunset Court, Hahnville; and,

WHEREAS, the proposal includes support services being offered at the three different sites tailored to the needs of single and large families, as well as individuals with special needs.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby acknowledge receipt of notification from Watson Court, L.P., of their intent to submit an application for the Low Income Tax Credit Program for the development of Watson Court, L.P.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the resolution was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 21, 2024
AT: 2:50pm RECD BY: [Signature]

2024-0071

RESOLUTION NO. 6761

A resolution appointing a member to the St. Charles Parish Library Board of Control as the District V Representative.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH LIBRARY BOARD OF CONTROL due to the expiration of the term of Ms. Tammy Windmann on April 1, 2024; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Ms. Stephanie Mire
121 Opal Lane, St. Rose, LA 70087

is hereby appointed to the ST. CHARLES PARISH LIBRARY BOARD OF CONTROL as the District V Representative.

BE IT FURTHER RESOLVED, that said appointment shall be effective as of APRIL 1, 2024 and shall expire APRIL 1, 2029.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON

And the resolution was declared adopted this 18th day of March, 2024, to become effective five (5) days after publication in the Official Journal.

APPOINT Library Bd. Dist. 5

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Sportabo
DLVD/PARISH PRESIDENT: March 19, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jones
RETD/SECRETARY: March 21, 2024
AT: 2:50pm RECD BY: [Signature]